



**DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

**GH CONTRACT**

**COMPARISON BETWEEN 2004 GH CONTRACT AND GH SAMPLE CONTRACT  
RELEASED IN FFA/GH RFSQ ON AUGUST 31, 2007**

**For your convenience, the attached contract is the November 1, 2004 GH Agreement reflecting changes that have occurred between the November 1, 2004 GH Contract, and the GH Sample Contract released in the FFA/GH RFSQ on August 31, 2007.**

# LEGEND FOR TRACK CHANGES OF NOVEMBER 1, 2004 GH MASTER AGREEMENT TERMS AND CONDITIONS LEADING TO THE AUGUST 31, 2007 SAMPLE GH CONTRACT IN THE FFA/GH RFSQ

Text appears as one of the following:

- 1) No strikeouts, no underlines, no highlights (indicates no changes have been made to the text)
- 2) Underlined with highlights (indicates added or replaced text)
- 3) Strikeouts with highlights (indicates deletions by amendment or addendum)

Note:

The format of the 8-31-07 GH Sample Contract found in the FFA/GH RFSQ has been changed from the 11-01-04 GH Contract. In doing so, the majority of the provision numbers have been changed. The 8-31-07 GH Sample Contract includes Part I: Unique Terms and Conditions (Sections 1.0 through 26.0), and Part II: Standard Terms and Conditions (Sections 1.0 through 40.0).

In certain instances it may appear that sub-sections are out of order, e.g. Section 59.0, Notice to Employees Regarding the Safely Surrendered Baby Law of the 11-01-04 GH Contract (now Section 32.0) sub-section 32.2 is followed by Section 60.0, Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law (now Section 32.0), Sub-section 32.1, however, in the 8-31-07 GH Sample Contract, Sub-section 32.1 appears before Sub-section 32.2.

## **SAMPLE GH CONTRACT RELEASED 8-31-07 FFA/GH RFSQ**

The blue highlight indicates text added/deleted/replaced in the Sample GH Contract in FFA/GH RFSQ released 8-31-07 to the 11-01-04 GH Master Agreement.

## **AMENDMENT ONE to 11-01-04 GH CONTRACT (EXECUTED 11-1-05)**

The yellow highlight indicates text added/deleted/replaced in Amendment One to the 11-01-04 GH Master Agreement.

## **ADDENDUM ONE to 8-31-07 FFA GH RFSQ SAMPLE GH CONTRACT (RELEASED 9-20-07)**

The gray highlight indicates text added/deleted/replaced in Addendum One to the Sample GH Contract in the FFA/GH RFSQ released 8-31-07.

**COUNTY OF LOS ANGELES**

**DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

**AND**

**PROBATION DEPARTMENT**

**MASTER AGREEMENT FOR**

**GROUP HOME FOSTER CARE SERVICES**

---

---

**(CONTRACTOR)**

**Department of Children and Family Services (DCFS)  
Contract Administration  
425 Shatto Place, Room 400  
Los Angeles, California 90020**

**AND**

**Probation Department  
Central Placement Office  
1605 Eastlake Avenue, Room 509 12B  
Los Angeles, California 90033**

**November 1, 2004**

**COUNTY OF LOS ANGELES**

**DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

**AND**

**PROBATION DEPARTMENT**

**MASTER CONTRACT FOR GROUP HOME FOSTER CARE SERVICES**



**(CLICK HERE AND ENTER NAME OF CONTRACTOR)**

**Department of Children and Family Services (DCFS)**  
**Contract Development/Fiscal Management**  
**425 Shatto Place, Room 400**  
**Los Angeles, California 90020**

**AND**

**Probation Department**  
**Central Placement Office**  
**1605 Eastlake Avenue, Room 509B**  
**Los Angeles, California 90033**

**RELEASED AUGUST 2007**

## **TABLE OF CONTENTS**

<b>Section Number and Title</b>	<b>Page</b>
1.0 APPLICABLE DOCUMENTS.....	2
2.0 DEFINITIONS.....	5
3.0 TERM AND TERMINATION.....	10
4.0 COUNTY'S RESPONSIBILITY.....	11
5.0 PAYMENT RATE.....	13
6.0 DESCRIPTION OF SERVICES.....	14
7.0 PAYMENTS AND VOUCHERS.....	16
8.0 USE OF FUNDS.....	21
9.0 FINANCIAL REPORTING.....	23
10.0 PROGRAM REPORTING REQUIREMENTS.....	24
11.0 RECORDS AND INVESTIGATIONS.....	27
12.0 CONFIDENTIALITY.....	31
13.0 STATE LICENSE.....	32
14.0 FEES.....	33
15.0 OTHER SOURCES OF INCOME.....	33
16.0 CORRECTIVE ACTION, TEMPORARY SUSPENSION OF REFERRALS, AND REMOVAL OF PLACED CHILDREN.....	33
17.0 MUTUAL INDEMNIFICATION.....	38
18.0 GENERAL INSURANCE REQUIREMENTS.....	40
19.0 INSURANCE COVERAGE REQUIREMENTS.....	42
20.0 NOTICES.....	43
21.0 CHANGES AND AMENDMENTS.....	44
22.0 ASSIGNMENT/DELEGATION OF RIGHTS.....	45
23.0 SUBCONTRACTING.....	47

24.0	INDEPENDENT CONTRACTOR STATUS .....	49
25.0	COVENANT AGAINST CONTINGENT FEES .....	49
26.0	DISCLOSURE OF INFORMATION .....	50
27.0	COMPLIANCE WITH APPLICABLE LAWS .....	50
28.0	COMPLIANCE WITH CIVIL RIGHTS LAWS .....	51
29.0	NON-DISCRIMINATION IN EMPLOYMENT .....	51
30.0	NON-DISCRIMINATION IN SERVICES .....	52
31.0	GRIEVANCES .....	53
32.0	EVENTS OF DEFAULT .....	53
33.0	TERMINATION FOR CONTRACTOR'S DEFAULT .....	54
34.0	TERMINATION FOR IMPROPER CONSIDERATION .....	55
35.0	TERMINATION FOR CONVENIENCE .....	55
36.0	TERMINATION OF AGREEMENT BY CONTRACTOR FOR CONVENIENCE ..	56
37.0	CONTRACTOR RESPONSIBILITY AND DEBARMENT .....	57
38.0	LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS .....	59
39.0	CONFLICT OF INTEREST .....	60
40.0	EMPLOYEE BENEFITS AND TAXES .....	61
41.0	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT .....	61
42.0	AGREEMENT ENFORCEMENT, CONTRACT PROGRAM MANAGEMENT PLAN, MONITORING, AND REVIEW .....	61
43.0	EMPLOYMENT ELIGIBILITY VERIFICATION .....	62
44.0	CRIMINAL CLEARANCES .....	62
45.0	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM .....	63
46.0	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS/OR REEMPLOYMENT LIST .....	64

47.0	CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT .....	64
48.0	CONSIDERATION OF HIRING FORMER FOSTER YOUTH.....	66
49.0	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE .....	66
50.0	NOTICE OF DELAYS.....	67
51.0	USE OF RECYCLED CONTENT PAPER .....	67
52.0	PROPRIETARY RIGHTS .....	67
53.0	FIXED ASSETS.....	68
54.0	REPORTING SUSPECTED CHILD ABUSE.....	70
55.0	THIS SECTION IS INTENTIONALLY LEFT BLANK.....	70
56.0	AUTHORIZATION WARRANTY.....	70
57.0	DISPUTE RESOLUTION PROCEDURE.....	71
58.0	MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN.....	72
59.0	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW.....	72
60.0	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW.....	72
61.0	COMPLIANCE WITH JURY SERVICE PROGRAM .....	72
62.0	INTERPRETATION OF AGREEMENT.....	74

**COUNTY OF LOS ANGELES**  
**DEPARTMENT OF CHILDREN AND FAMILY SERVICES**  
**AND PROBATION DEPARTMENT**  
**MASTER CONTRACT FOR GROUP HOME FOSTER CARE SERVICES**

1.0	APPLICABLE DOCUMENTS.....	2
2.0	DEFINITIONS.....	5
3.0	TERM <del>AND TERMINATION</del> .....	10
<del>4.0</del>	<del>10.0</del> COUNTY'S RESPONSIBILITY.....	11
<del>5.0</del>	<del>4.0</del> PAYMENT RATE.....	13
<del>6.0</del>	<del>11.0</del> DESCRIPTION OF SERVICES.....	14
7.0	<del>PAYMENTS AND VOUCHERS INVOICES AND PAYMENTS</del> .....	16
<del>8.0</del>	<del>24.0</del> USE OF FUNDS.....	21
<del>9.0</del>	<del>16.0</del> FINANCIAL REPORTING.....	23
<del>10.0</del>	<del>17.0</del> PROGRAM REPORTING REQUIREMENTS.....	24
<del>11.0</del>	<del>18.0</del> RECORDS AND INVESTIGATIONS.....	27
<del>12.0</del>	<del>9.0</del> CONFIDENTIALITY.....	31
<del>13.0</del>	<del>12.0</del> STATE LICENSE.....	32
<del>14.0</del>	<del>13.0</del> FEES.....	33
<del>15.0</del>	<del>14.0</del> OTHER SOURCES OF INCOME.....	33
<del>16.0</del>	<del>15.0</del> <del>CORRECTIVE ACTION, TEMPORARY SUSPENSION OF REFERRALS,</del> <del>AND REMOVAL OF PLACED CHILDREN HOLD STATUS, DO NOT REFER</del> <del>STATUS, DO NOT USE STATUS, CORRECTIVE ACTION PLAN</del> 33	33
<del>17.0</del>	<del>26.0</del> MUTUAL INDEMNIFICATION.....	38
<del>18.0</del>	<del>5.0</del> GENERAL INSURANCE REQUIREMENTS.....	40
<del>19.0</del>	<del>6.0</del> INSURANCE COVERAGE REQUIREMENTS.....	42
<del>20.0</del>	<del>8.0</del> NOTICES.....	43
<del>21.0</del>	<del>5.0</del> CHANGES AND AMENDMENTS.....	44

22.0	2.0 ASSIGNMENT/DELEGATION OF RIGHTS ASSIGNMENT AND DELEGATION .....	45
23.0	33.0 SUBCONTRACTING .....	47
24.0	23.0 INDEPENDENT CONTRACTOR STATUS .....	49
25.0	38.0 COVENANT AGAINST CONTINGENT FEES .....	49
26.0	30.0 DISCLOSURE OF INFORMATION .....	50
27.0	9.0 COMPLIANCE WITH APPLICABLE LAWS.....	50
28.0	10.0 COMPLIANCE WITH CIVIL RIGHTS LAWS .....	51
29.0	25.0 NON-DISCRIMINATION IN EMPLOYMENT .....	51
30.0	26.0 NON-DISCRIMINATION IN SERVICES .....	52
31.0	8.0 GRIEVANCES .....	53
32.0	21.0 EVENTS OF DEFAULT .....	53
33.0	34.0 TERMINATION FOR CONTRACTOR'S DEFAULT.....	54
34.0	36.0 TERMINATION FOR IMPROPER CONSIDERATION.....	55
35.0	TERMINATION FOR CONVENIENCE .....	55
36.0	23.0 TERMINATION OF AGREEMENT CONTRACT BY CONTRACTOR FOR CONVENIENCE .....	56
37.0	15.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT .....	57
38.0	22.0 LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS.....	59
39.0	12.0 CONFLICT OF INTEREST .....	60
40.0	19.0 EMPLOYEE BENEFITS AND TAXES .....	61
41.0	28.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT .....	61
42.0	21.0 AGREEMENT CONTRACT ENFORCEMENT, OUT-OF-HOME CARE CONTRACT PROGRAM MANAGEMENT PLAN, MONITORING, AND REVIEW .....	61
43.0	20.0 EMPLOYMENT ELIGIBILITY VERIFICATION .....	62
44.0	18.0 CRIMINAL CLEARANCES .....	62

45.0	<del>7.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM</del> CHILD SUPPORT COMPLIANCE PROGRAM	63
46.0	14.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS/OR REEMPLOYMENT LIST	64
47.0	13.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT	64
48.0	<del>22.0 CONSIDERATION OF HIRING FORMER FOSTER YOUTH CONSIDERATION</del>	66
49.0	37.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE	66
50.0	27.0 NOTICE OF DELAYS	67
51.0	<del>31.0 USE OF RECYCLED-CONTENT PAPER</del>	67
52.0	29.0 PROPRIETARY RIGHTS	67
53.0	25.0 REAL PROPERTY, EQUIPMENT, FIXED ASSETS	68
54.0	6.0 REPORTING SUSPECTED CHILD ABUSE	70
55.0	<del>THIS SECTION IS INTENTIONALLY LEFT BLANK</del>	70
56.0	3.0 AUTHORIZATION WARRANTY	70
57.0	19.0 DISPUTE RESOLUTION PROCEDURES	71
58.0	24.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN	72
59.0	<del>32.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW</del>	72
60.0	<del>32.0 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW</del>	72
61.0	11.0 COMPLIANCE WITH JURY SERVICE PROGRAM	72
62.0	20.0 INTERPRETATION OF AGREEMENT CONTRACT	74

## EXHIBITS

- Exhibit A Statement of Work
- Exhibit A-I Foster Youth Bill of Rights
- Exhibit A-II Legal Rights of Teens in Out-of-Home Care
- Exhibit A-III Group Home (GH) Program Statement Instructions Intentionally Left Blank
- Exhibit A-IV Personal Rights – Children’s Residential Facilities
- Exhibit A-V Probation Case Plan Form (PROB 1385) and Foster Child's Needs and Case Plan Summary (DCFS 709)
- Exhibit A-Va Needs and Services Plan/Quarterly Report Template
- Exhibit A-VI Clothing Standard
- Exhibit A-VII Agency Placement Agreement
- Exhibit A-VIII Special Incident Reporting Guide for Group Homes
- Exhibit A-IX Requirements for Medical/Dental Exams for Placed Children
- Exhibit A-X Administration of Psychotropic Medicines to DCFS Supervised Children
- Exhibit A-XI Emancipation Preparation Goal Contract
- Exhibit A-XII Quality and Accountability Sub-Committee Report, Placement Task Force Format for Brief Program Description
- Exhibit A-XIII Group Home Foster Care Program Statement as approved by the California Department of Social Services
- Exhibit A-~~XIVa~~ XIIIa Medical Examination Form DCFS 561(a)
- Exhibit A-~~XIVb~~ XIIIb Dental Examination Form DCFS 561(b)
- Exhibit A-~~XIVc~~ XIIIc Psychological/Other Examination Form DCFS 561(c)
- Exhibit B Format for Brief Program Description Group Home Foster Care Program Statement as approved by the California Department of Social Services
- Exhibit C-~~1~~ Auditor-Controller Contract Accounting and Administration Handbook Office of Management and Budget (OMB) Circular No. A-122
- Exhibit C-~~2~~ I Office of Management and Budget (OMB) Circular No. A-122 Auditor-Controller Contract Accounting and Administration Handbook
- Exhibit C-~~3~~ II Exhibit C-3 is intentionally left blank Auditor-Controller/Department of Children and Family Services/Probation Department Fiscal Audit Phases, Fiscal Audits of Group Home Foster Care Services Contractors
- Exhibit C-~~4~~ III Exhibit C-4 is intentionally left blank Line Item Budget
- Exhibit C-5 Line Item Budget
- Exhibit D Contractor Employee Acknowledgment and Confidentiality Agreement
- Exhibit E Semi-Annual Expenditure Report
- Exhibit F Health and Safety Code 1522
- Exhibit G DCFS 4389 (4/94) Declaration in Support of Access to Juvenile Record (WIC 827) Including Additional Confidentiality Issues and CWS Handbook Procedural Guide 0500-501.20
- Exhibit H Welfare and Institutions Code Section 16001.9 and Health and Safety Code, Section 1522.41(a-c)
- Exhibit I Welfare and Institutions Code Section 16010 and CWS Handbook Procedural Guide 0080-505.20
- Exhibit J Statement of Dangerous Behaviors

Exhibit K	Exhibit K is intentionally left blank
Exhibit L	Notice to Employees Regarding Federal Earned Income Credit (FEIC)
Exhibit M	Payment Resolution Notification
Exhibit N	<del>DCFS Out-of-Home Care Investigations Internal Procedures Group Home Agreement Contract Investigation/Monitoring/Audit Remedies and Procedures</del>
Exhibit O	Los Angeles County Code 2.203 (Jury Service Program Certification)
Exhibit P	<del>Contractor's Certification of Compliance with Child, Spousal and Family Support Orders; and Contractor's Certification of Compliance with all Federal and State Employment Reporting Requirements Contractor's Certification of Compliance with Child, Spousal and Family Support Orders</del>
<b>Exhibit P-I</b>	<b>Contractor's Certification of Compliance with all Federal and State Employment Reporting Requirements</b>
Exhibit Q	Contractor's Equal Employment Opportunity (EEO) Certification
Exhibit R	FYI 02-08 Quality of Life
Exhibit S	Safely Surrendered Baby Law Fact Sheet
Exhibit T	Overpayments
Exhibit U	Group Home Program Cost Report, SR 3
Exhibit V	Health and Safety Code, Sections 1180-1180.6
Exhibit W	Probation Quarterly Report Format
Exhibit X	Discharge Outcome and Placement Stability Report
Exhibit Y	Target Populations with Corresponding Rate Classification Levels
<b>Exhibit Z</b>	<b>Charitable Contributions Certification</b>
<b>Exhibit AA</b>	<b>County's Administration</b>
<b>Exhibit BB</b>	<b>Service Delivery Sites</b>
<b>Exhibit CC</b>	<b>Family Visitation Plan Guidelines</b>
<b>Exhibit DD</b>	<b>Reporting Runaways: A Guide for Caregivers</b>
<b>Exhibit EE</b>	<b>CONTRACTOR's Obligations Under Health Insurance Portability &amp; Accountability Act (HIPAA)</b>
<b>Exhibit FF</b>	<b>Discharge Summary: Group Home</b>
<b>Exhibit GG</b>	<b>Contractor's Administration</b>

**LOS ANGELES COUNTY  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
AND PROBATION DEPARTMENT  
GROUP HOME - FOSTER CARE MASTER**

This ~~Group Home Foster Care Master Agreement Contract~~ is the Master Contract for Group Home Foster Care Services (hereinafter referred to as "~~Agreement Contract~~").

This Contract is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 200\_\_, by and between

County of Los Angeles  
hereinafter referred to as  
"COUNTY"

and

(Click Here – Enter name of Contractor)  
hereinafter referred to as  
"CONTRACTOR".

**WITNESSETH**

**RECITALS**

WHEREAS, pursuant to Government Code Sections 26227, 31000 and 53703, COUNTY is permitted to contract for services; and

WHEREAS, COUNTY desires and has the duty to provide care and protection for children placed in its charge pursuant to the provisions of the Welfare and Institutions Code (WIC) Section 16500 et seq; and

WHEREAS, existing COUNTY facilities do not have the capacity or the specialized programs to provide the care and protection for all children in its charge; and

WHEREAS, COUNTY finds it impractical to develop and maintain facilities to care for all of the children in its charge; and

WHEREAS, COUNTY ~~finds CONTRACTOR's program to be~~ has determined that the services to be provided under this Contract are economically advantageous to COUNTY and to provide a safe, secure and nurturing living environment in which the children can develop physically, emotionally, socially, educationally, spiritually and culturally; and

WHEREAS, pursuant to the provisions of WIC Section 11460, the California Department of Social Services (CDSS) is designated to administer a state system for establishing rates in the Aid to Families with Dependent Children-Foster Care (AFDC-FC) program; and

WHEREAS, CONTRACTOR warrants that it possesses the competence, expertise and personnel necessary to provide such services;

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto do agree as follows:

## **PART I: UNIQUE TERMS AND CONDITIONS**

### **1.0 APPLICABLE DOCUMENTS**

- 1.1 This Agreement Contract and the Exhibits hereto, constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements Contracts, written or oral, and all other communications between the parties relating to the subject matter of this Agreement Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, Section 5.0, "Changes and Amendments", and signed by both parties.
- 1.2 Exhibits A through A-XIV, B, C through C-III, D, E, F, G, H, I, J, K, L, M, N, O, P, P-I Q, R, S, T, U, V, W, X, and Y, Z, AA, BB, CC, DD, EE, FF, AND GG set forth below, are attached to and incorporated by reference in this Agreement Contract.
- 1.3 In the event of any conflict in the definition or interpretation of any word, responsibility, Service, schedule, or contents of a deliverable product between this Agreement and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to this Agreement, and then to the Exhibits according to the following priority: The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, Statement of Work, and Attachments according to the following priority:

In the event of any conflict in the definition or interpretation of any word, responsibility, Service, schedule, or contents of a deliverable product between this Agreement and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to this Agreement, and then to the Exhibits according to the following priority:

- Exhibit A Statement of Work
- Exhibit A-I Foster Youth Bill of Rights
- Exhibit A-II Legal Rights of Teens in Out-of-Home Care
- Exhibit A-III ~~Group Home (GH) Program Statement Instructions~~  
Intentionally Left Blank
- Exhibit A-IV Personal Rights – Children’s Residential Facilities
- Exhibit A-V Probation Case Plan Form (PROB 1385) and Foster Child’s Needs and Case Plan Summary (DCFS 709)
- Exhibit A-Va Needs and Services Plan/Quarterly Report Template
- Exhibit A-VI Clothing Standard
- Exhibit A-VII Agency Placement Agreement
- Exhibit A-VIII Special Incident Reporting Guide for Group Homes
- Exhibit A-IX Requirements for Medical/Dental Exams for Placed Children
- Exhibit A-X Administration of Psychotropic Medicines to DCFS Supervised Children
- Exhibit A-XI Emancipation Preparation Goal Contract
- Exhibit A-XII ~~Quality and Accountability Sub-Committee Report, Placement Task Force~~ Format for Brief Program Description
- ~~Exhibit A-XIII Group Home Foster Care Program Statement as approved by the California Department of Social Services~~
- Exhibit A-~~XIVa-XIIIa~~ XIIIa Medical Examination Form DCFS 561(a)
- Exhibit A-~~XIVb-XIIIb~~ XIIIb Dental Examination Form DCFS 561(b)
- Exhibit A-~~XIVc-XIIIc~~ XIIIc Psychological/Other Examination Form DCFS 561(c)
- Exhibit B ~~Format for Brief Program Description Group Home Foster Care Program Statement as approved by the California Department of Social Services~~
- Exhibit C-~~1~~ 2 ~~Auditor-Controller Contract Accounting and Administration Handbook Office of Management and Budget (OMB) Circular No. A-122~~
- Exhibit C-~~2~~ 1 ~~Office of Management and Budget (OMB) Circular No. A-122 Auditor-Controller Contract Accounting and Administration Handbook~~
- Exhibit C-~~3~~ 1 ~~Exhibit C-3 is intentionally left blank Auditor-Controller/Department of Children and Family Services/Probation Department Fiscal Audit Phases, Fiscal Audits of Group Home Foster Care Services Contractors~~
- Exhibit C-~~4~~ III ~~Exhibit C-4 is intentionally left blank~~ Line Item Budget
- ~~Exhibit C-5 Line Item Budget~~
- Exhibit D Contractor Employee Acknowledgment and Confidentiality Agreement

Exhibit E	Semi-Annual Expenditure Report
Exhibit F	Health and Safety Code 1522
Exhibit G	DCFS 4389 (4/94) Declaration in Support of Access to Juvenile Record (WIC 827) Including Additional Confidentiality Issues and CWS Handbook Procedural Guide 0500-501.20
Exhibit H	Welfare and Institutions Code Section 16001.9 and Health and Safety Code, Section 1522.41(a-c)
Exhibit I	Welfare and Institutions Code Section 16010 and CWS Handbook Procedural Guide 0080-505.20
Exhibit J	Statement of Dangerous Behaviors
Exhibit K	Exhibit K is intentionally left blank
Exhibit L	Notice to Employees Regarding Federal Earned Income Credit (FEIC)
Exhibit M	Payment Resolution Notification
Exhibit N	<u>DCFS Out-of-Home Care Investigations Internal Procedures Group Home Contract Investigation/Monitoring/Audit Remedies and Procedures</u>
Exhibit O	Los Angeles County Code 2.203 (Jury Service Program Certification)
Exhibit P	<u>Contractor's Certification of Compliance with Child, Spousal and Family Support Orders; and Contractor's Certification of Compliance with all Federal and State Employment Reporting Requirements</u>
<u>Exhibit P-I</u>	<u>Contractor's Certification of Compliance with all Federal and State Employment Reporting Requirements</u>
Exhibit Q	Contractor's Equal Employment Opportunity (EEO) Certification
Exhibit R	FYI 02-08 Quality of Life
Exhibit S	Safely Surrendered Baby Law Fact Sheet
Exhibit T	Overpayments
Exhibit U	Group Home Program Cost Report, SR 3
Exhibit V	Health and Safety Code, Sections 1180-1180.6
Exhibit W	Probation Quarterly Report Format
Exhibit X	Discharge Outcome and Placement Stability Report
Exhibit Y	Target Populations with Corresponding Rate Classification Levels
<u>Exhibit Z</u>	<u>Charitable Contributions Certification</u>
<u>Exhibit AA</u>	<u>County's Administration</u>
<u>Exhibit BB</u>	<u>Service Delivery Sites</u>
<u>Exhibit CC</u>	<u>Family Visitation Plan Guidelines</u>
<u>Exhibit DD</u>	<u>Reporting Runaways: A Guide for Caregivers</u>
<u>Exhibit EE</u>	<u>CONTRACTOR's Obligations Under Health Insurance Portability &amp; Accountability Act (HIPAA)</u>
<u>Exhibit FF</u>	<u>Discharge Summary: Group Home</u>
<u>Exhibit GG</u>	<u>Contractor's Administration</u>

## 2.0 DEFINITIONS

The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

2.1 “Aid to Families with Dependent Children-Foster Care (AFDC-FC)” – means foster care financial assistance paid on behalf of children in out-of-home placement who meet the eligibility requirements specified in applicable state and federal regulations and laws. The program is administered by DCFS.

2.1 2.2 “Case Plan” – means Aa written document based on an assessment of the circumstances, which required child welfare services intervention. It is developed by the Children’s Social Worker (CSW) in partnership with the parent/guardian (whenever possible) and designed to reduce or eliminate the risk factor(s) which precipitated the referral to DCFS or Probation. It identifies a Case Plan goal (the desired outcome), objectives (the desired outcome of the successful completion of specified tasks), tasks/activities (for which a participant is accountable and the completion of which moves toward achievement of a specified Case Plan objective), the specific Services to be provided and time frames for completion of the objectives and goals. Case Plan goals include: Family Maintenance, Family Preservation, Reunification and Permanency Planning (Adoption, Legal Guardianship and Long-Term Foster Care).

2.2 2.3 “Children’s Social Worker” or “CSW” – means Aa an employee of Department of Children and Family Services (DCFS) who performs a wide range of professional casework services for children and families receiving services from DCFS.

2.3 2.4 “Community” – means Tt the area/zip code where the Placed Child and his/her family were living at the time the child was taken into custody or where the Placed Child's family is living when the child is placed.

2.4 2.5 “Community Care Licensing Division” or “CCLD” – means Tt the Division of the California Department of Social Services that licenses community care facilities including group homes. They also monitor compliance with Title 22 regulations.

2.6 “Contract” – means an agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Statement of Work.

- 2.7 “CONTRACTOR” – means the sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by Exhibit A, Statement of Work.
- 2.8 “COUNTY” – means the Department of Children and Family Services on behalf of the County of Los Angeles and its Board of Supervisors.
- 2.9 “COUNTY’s Program Manager” or “CPM” – means COUNTY representative responsible for daily management of contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
- 2.5 2.10 “Corrective Action Plan” or “CAP” – ~~A CAP serves as CONTRACTOR’s commitment to remedy deficiencies in response to findings uncovered in investigations, as further described in Section 16.1 and Exhibit N.~~ means a document that serves as CONTRACTOR’s commitment to remedy deficiencies in response to findings uncovered in investigations, as further described in Part I, Section 15.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, Sub-section 16.4 15.1 and Exhibit N, DCFS/Probation Group Home Foster Care Agreement Contract Investigation/Monitoring/Audit Remedies and Procedures.
- 2.6 2.11 “COUNTY Worker” – means ~~F~~for a DCFS-Placed Child, COUNTY Worker is a Children’s Social Worker (CSW). For a Probation-Placed Child, COUNTY Worker is a Deputy Probation Officer (DPO).
- 2.7 2.12 “Day(s)” – ~~calendar day(s) unless otherwise specified.~~ “Day” or “Days” – means whether singular or plural, whether with initial letter capitalized or not, shall mean calendar days, and not business or workday, unless otherwise specifically stated.
- 2.8 2.13 “DCFS” – means COUNTY’s Department of Children and Family Services.
- 2.9 2.14 “Deputy Probation Officer” or “DPO” - An employee of the Probation Department who provides direct supervision of children on probation.
- 2.15 “Director” - means COUNTY’s Director of Children and Family Services or his or her authorized designee.
- 2.10 2.16 “Do Not Refer Status” or “DNR Status” – ~~All new referrals to CONTRACTOR are suspended, as further discussed in Section 16.3, Do Not Refer Status.~~ means all new referrals to CONTRACTOR are suspended, as further discussed in Part I, Section 15.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, Sub-section

16.3 15.3, Do Not Refer Status and Exhibit N, DCFS/Probation Group Home Foster Care Agreement Contract Investigation/Monitoring/Audit Remedies and Procedures.

~~2.11~~ 2.17 “Do Not Use Status” or “DNU Status” – All new referrals to CONTRACTOR are suspended, and all Placed Children are removed from CONTRACTOR’s facility(ies), as further discussed in Section 16.4, Do Not Use Status. means all new referrals to CONTRACTOR are suspended, and all Placed Children are removed from CONTRACTOR’s facility(ies), as further discussed in Part I, Section 15.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, Sub-section 16.4 15.4, Do Not Use Status and Exhibit N, DCFS/Probation Group Home Foster Care Agreement Contract Investigation/Monitoring/Audit Remedies and Procedures.

~~2.12~~ 2.18 “Emancipation” – means Ssuccessful passage of foster youth to adulthood, including becoming a responsible and contributing member of the Community.

~~2.13–2.19~~ 2.19 “Emancipation Planning” – means Sservices designed to enable Placed Children age 14 years or older to successfully develop competencies in areas that will enhance their passage to adulthood once jurisdiction of case status has terminated.

~~2.14~~ 2.20 “Expended Funds” or “Expended” or “Expenditures” – AFDC-FC funds, received through this Agreement, that are subsequently spent by CONTRACTOR for the care and Services of Placed Children. Expended funds must be reasonable and allowable in accordance with paragraph 8.3 of this Agreement. means AFDC-FC funds, received through this Agreement-Contract that are subsequently spent by CONTRACTOR for the care and Services of Placed Children. Expended funds must be reasonable and allowable in accordance with paragraph 8.3 Part I, Section 24.0 Use of Funds, Sub-section 24.3 of this Agreement Contract.

~~2.21~~ “Family Group Decision Making” or “FGDM” – means a thoroughly studied, innovative social work tool that enables families, assisted by social workers, relatives and community members, to effectively plan and monitor the safety, protection and care of their children.

~~2.15~~ 2.21 “Federal Tax Exempt Status” – means Tthe status of organization or agency that is exempt from Federal income tax under Section 501 (c) (3) of the Internal Revenue Code.

~~2.16~~ 2.22 “Fiscal Year” - COUNTY’s Fiscal Year which commences July 1 and ends the following June 30. means the twelve (12) month period beginning July 1<sup>st</sup> and ending the following June 30<sup>th</sup>.

- 2.17** **2.23** “Foster Care Funding and Rates Bureau” – **means** ~~It~~ the Division of the California Department of Social Services that establishes Aid to Families with Dependent Children-Foster Care (AFDC-FC) rates for group homes.
- 2.18** **2.24** “Foster Care Payment Hotline” – **means** **Aa** telephone number that CONTRACTOR may call under circumstances described in this ~~Agreement Contract~~ (i.e., within 24 hours of child leaving the group home) or may call to request payment or Medi-Cal information. The Foster Care Payment Hotline Number is (800) 697-4444.
- 2.19** **2.25** “Hold Status” ~~A temporary suspension of referrals of children to CONTRACTOR by placing CONTRACTOR on Hold Status for up to a 45-Day period at any time during investigations, as further defined in Section 16.2 of this Agreement.~~ **means** a temporary suspension of referrals of children to CONTRACTOR by placing CONTRACTOR on Hold Status for up to a 45-Day period at any time during investigations, as further defined in Part I, Section 15.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, Sub-section 15.2 of this Agreement Contract and Exhibit N, DCFS/Probation Group Home Foster Care Agreement Contract Investigation/Monitoring/Audit Remedies and Procedures.
- 2.20** **2.26** “Independent Living Program” or “ILP” – **means** ~~It~~ the program authorized under 42 U.S.C. 677 of the Social Security Act for services and activities to assist/prepare Placed Children age 14 or older to make the transition from out-of-home care to independent living. Youths receiving family reunification and permanent placement services, and those in out-of-home care are eligible. Youths receiving emergency response and family maintenance services and those in psychiatric hospitals are not eligible for the program. DCFS and Probation may also provide ILP services to former foster youths up to age 21. ILP is a major component of Emancipation Planning.
- 2.27** “Multi-disciplinary Assessment Team or MAT” – means a group of health care providers and other professionals, including physicians, pediatricians, psychologists, clinical social worker, licensed vocational nurses, pediatric nurse practitioner, occupational therapist, and home visitor housed at the entry point to the Protective Services Child Health (PSCH) system who will jointly assess and develop a child health plan for each referred child (in conjunction with the CSW, a PHN, and, as appropriate, the child’s primary caregivers).
- 2.21** **2.28** “Needs and Services Plan” - **means** **Aa** comprehensive, individualized, time-limited, goal oriented plan, developed by CONTRACTOR identifying the specific needs of an individual Placed Child, including, but not limited to, those items specified in Title 22, Division 6, Chapter 5, Section

84068.2, that delineates those Services necessary in order to meet the Placed Child's identified needs.

~~2.22~~ 2.29 "Placed Child" or "Placed Children" - means Any child or children placed by COUNTY receiving Services from CONTRACTOR pursuant to this Agreement Contract.

~~2.30~~ "Point of Engagement" or "POE" – is a collaborative public and private initiative that provides a community safety net for DCFS children and families. POE utilizes a multi-disciplinary approach that includes the family in the process of selecting and planning for the delivery of needed services.

~~2.23~~ 2.31 "Pool Rate" – means Rate of interest to be charged as determined by COUNTY's Auditor-Controller.

~~2.32~~ "Probation" – means the COUNTY's Probation Department

~~2.33~~ "Program" - means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work.

~~2.24~~ 2.34 "Program Directors" - means The Director of the Department of Children and Family Services (DCFS) and the Chief Probation Officer of the Probation Department.

~~2.25~~ 2.35 "Program Managers" - COUNTY representatives responsible for administering this Agreement, consulting on policy, providing technical assistance and overall coordination and implementation of this Agreement between CONTRACTOR and COUNTY. The Program Manager for DCFS shall be:

Name: Ed Sosa, Division Chief  
Position: Resource Contract Management  
Phone: (626) 569-6804  
Fax: (626) 572-2375  
Email: SOSAED@dcfs.co.la.ca.us

The Program Manager for Probation shall be:

Name: Dave Leone, Director  
Position: Regional and Central Placement  
Phone: (323) 226-8600  
Fax: (323) 343-1843  
Email: Dave\_Leone@probation.co.la.ca.us

means the COUNTY representative responsible for administering this Contract, consulting on policy, providing technical assistance and overall coordination and implementation of this Contract between the CONTRACTOR and COUNTY. (See Exhibit AA, County's Administration)

- ~~2.26~~ 2.36 “Program Statement” – means Aa comprehensive description of the group home’s program in effect during the term of this ~~Agreement Contract~~, written in accordance with the CCLD Group Home Program Statement Instructions (Exhibit A-III).
- ~~2.27~~ 2.37 “Rate Classification Level” or “RCL” - means Tthe basis for monthly payment to CONTRACTOR, established by the State of California. The RCL is calculated on the basis of the number of staff hours and the educational level of staff employed who have direct contact with children.
- ~~2.28~~ 2.38 Real Property – means Lland and anything growing on, attached to, or erected on it.
- ~~2.28~~ 2.39 “Service(s)”- means CONTRACTOR’s obligations under the ~~Agreement–Contract~~, including but not limited to the basic needs CONTRACTOR agrees to meet for each Placed Child as outlined in this ~~Agreement–Contract~~, the Statement of Work, the California Department of Social Services Regulations, and CONTRACTOR's Program Statement.
- ~~2.29~~ 2.40 “Subcontract” - means Aa contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.
- ~~2.30~~ 2.41 “Subcontractor” - means Aa an organization or individual that enters into an agreement with CONTRACTOR to provide specific program Services. Such individuals are not considered employees of CONTRACTOR or COUNTY. In foster care, a Subcontractor usually provides hourly or fixed fee Services based on the number of Placed Children in the program.
- ~~2.42~~ “Team Decision Making or TDM” – is a process utilizing a multi-disciplinary assessment and team approach in working with children and their families.
- ~~2.31~~ 2.43 “Title 22” – means Tthe California Code of Regulations for community care facilities including group homes.
- ~~2.44~~ “Un-Expended Funds” or “un-Expended” – Means AFDC-FC funds, received through this Contract, which are retained and not spent by CONTRACTOR. (See Part I, Section 25.0, Real Property, Equipment, Fixed Assets, Sub-section 25.6 of this Contract.)

### 3.0 TERM ~~AND TERMINATION~~

~~3.1 The term of this Agreement shall commence on the later of the three following dates:~~

1. ~~Date of approval by COUNTY Board of Supervisors;~~
2. ~~November 1, 2004;~~
3. ~~The date on which this Agreement is executed by CONTRACTOR and each of the Program Directors. In the event that CONTRACTOR and each of the Program Directors execute this Agreement on different dates, whichever signature is last in time shall serve as the date on which the Agreement is executed.~~

~~The term of this Agreement shall continue through October 31, 2005, unless extended pursuant to Section 3.2 below. The term of this Contract shall be one (1) year commencing after execution by the Director of DCFS and Probation's Chief Probation Officer, unless terminated earlier or extended, in whole or in part, as provided in this Contract.~~

- 3.2 ~~The term of this Agreement may be extended beyond the stated expiration date, for up to two (2) additional one-year periods, by the Program Directors, by written notice to CONTRACTOR prior to the expiration of the then current term. The term of this Agreement may also be extended by the Program Directors for a period not to exceed six (6) months beyond the then current expiration date, if such additional time is necessary to complete the negotiation or solicitation of a new contract. DCFS and Probation shall obtain County Counsel and Chief Administrative Office approval prior to extending the expiration dates. During such extended periods, CONTRACTOR shall continue to comply with its obligations under the Agreement and provide Services in the form and at the levels as described in the Agreement. The COUNTY shall have the sole option to extend the Contract term for up to four additional one-year periods and for a maximum total Contract term of five years. Each such option and extension shall be exercised at the sole discretion of the Director and the Chief Probation Officer, provided that approval of County's Chief Executive Officer (CEO) is obtained prior to any such extension.~~
- 3.3 ~~This Agreement may be terminated, prior to the expiration of the then current contract term, as set forth in this Agreement. The term of this Contract may also be extended by the Director of DCFS by written notice to the CONTRACTOR sixty (60) days prior to the expiration of the Contract term, after CEO approval, for a period not to exceed six (6) months beyond October 31, 2012, if such additional time is necessary to complete the negotiation or solicitation of a new Contract.~~

#### **4.0 10.0 COUNTY'S RESPONSIBILITY**

CONTRACTOR's covenants and responsibilities under the ~~Agreement Contract~~ shall not be conditional upon COUNTY's performance of the covenants contained in this Section ~~4.0 10.0~~ except to the extent that CONTRACTOR's ability to perform is dependent on COUNTY's performance. COUNTY's contractual covenants and agreements as set forth herein do not create

mandatory duties for COUNTY, nor do they preclude enforcement of this contract by CONTRACTOR pursuant to Government Code Section 814.

**4.1 10.1** COUNTY shall provide the CCLD LIC 9106, Group Home Program Statement Instructions (Exhibit A-III), to CONTRACTOR.

**4.2 10.2** COUNTY shall have the right to monitor/audit CONTRACTOR for compliance with this Agreement Contract, Statement of Work, and all applicable laws and regulations pertaining to group homes.

**4.3 10.3** CONTRACTOR shall be given reasonable access to appropriate COUNTY personnel. CONTRACTOR shall be given pertinent documentation and information, relevant to providing foster care Services, in accordance with COUNTY DCFS/Probation policy and court policy for confidentiality. CONTRACTOR shall hold all such information in confidence pursuant to the provisions of Section ~~12.0~~ **9.0** of this Agreement Contract.

**4.4 10.4** COUNTY shall provide CONTRACTOR with all available information about the Placed Child that may be released in accordance with applicable laws and regulations concerning confidentiality and the release of DCFS or Probation case records to service providers. This information may include court orders and court reports, medical and mental health information, and educational and placement history information. COUNTY Worker will assist CONTRACTOR in obtaining all the necessary information. The information needed to assess the needs of the Placed Child shall include, but is not limited to: (1) the items identified in Title 22, Division 6, Chapter 1, Section 80070(b) and Chapter 5, Section 84070(b)(1)-(11); and (2) a description of dangerous propensities of the Placed Child as outlined in the California Department of Social Services, Manual of Policies and Procedures, Division 31, Section 31-310.16. COUNTY shall report to CONTRACTOR any additional information related to dangerous propensities learned subsequent to placement, in accordance with Exhibit J, Statement of Dangerous Behaviors.

**4.5 10.5** COUNTY shall arrange for a child to visit a potential placement prior to placement whenever possible. If CONTRACTOR, the child's COUNTY Worker, and the child agree, the child may be placed at the time of the pre-placement visit.

**4.6 10.6** COUNTY Worker shall acknowledge that an orientation discussion with the Placed Child and COUNTY Worker was completed by signing the LIC 613B (Exhibit A-IV.) This orientation includes the items designated in SOW, Part C, **Sub-section 3.1.3.**

**4.7 10.7** COUNTY Workers shall provide CONTRACTOR, at the time of placement or within 24 hours, with a placement packet, including valid proof of Medi-Cal coverage and a signed DCFS 4158, Authorization for Medical Care for

a Child Placed by Order of the Juvenile Court. If a child is placed during regular business hours without these items, CONTRACTOR shall immediately notify the Foster Care Payment Hotline at (800) 697-4444. If a child is placed after regular business hours, CONTRACTOR shall call the Foster Care Payment Hotline the following business day with the Placed Child's name and date of placement so that a placement packet may be obtained because COUNTY cannot fund the placement until the placement packet is issued.

**4.8 10.8** COUNTY shall be responsible for obtaining clothing available to the Placed Child within two days of placement and shall issue supplemental funds in accordance with COUNTY regulations and limitations to meet the Placed Child's needs based on the Clothing Standard (Exhibit A-VI).

**4.9 10.9** COUNTY Workers shall work cooperatively with CONTRACTOR to provide input to and approval of the Needs and Services Plans and updates in accordance with SOW, Part C, Sections ~~2.4, 2.4.2, and 2.4.3~~ **2.0 Reunification/Permanency, Sub-sections 2.1.1 and 2.1.2.**

**4.10 10.10** COUNTY Workers shall include written reports from CONTRACTOR in the next court report.

**4.11 10.11** COUNTY Workers shall provide CONTRACTOR with a copy of each court report to the extent permitted by confidentiality laws.

**4.12 10.12** COUNTY will monitor for COUNTY's compliance with State laws, regulations and policies applicable to the visitation of children in placement.

**4.13 10.13** COUNTY Workers shall seek parental or Juvenile Court consent, as needed and as permitted by law, for the Placed Child's medical and dental care, mental health treatment, and participation in recreational and school activities.

**4.14 10.14** COUNTY Workers shall provide CONTRACTOR with a copy of the court authorization for psychotropic medication, when applicable, within one day of initial placement. COUNTY Worker shall also provide CONTRACTOR with copies of all court re-authorizations for psychotropic medication, when applicable, prior to the expiration of the existing court authorization for psychotropic medication.

## **5.0 4.0 PAYMENT RATE**

**5.1 4.1** COUNTY and CONTRACTOR agree that payments referenced in this **Agreement Contract** are based on rates established by California CDSS Foster Care Funding and Rates Bureau. During the term of this **Agreement Contract**, COUNTY shall compensate CONTRACTOR for the Services set forth in this **Agreement Contract** and in the Statement of Work (Exhibit A), for each Placed

Child, at the group home's RCL rate, as further described in **Part I**, Section 7.0, **Payments and Vouchers Invoices and Payments**.

**5.2 4.2** CONTRACTOR shall submit to COUNTY a current budget (within 15 days of request by COUNTY) for the work to be performed under this **Agreement Contract** (Exhibit **C-5 C-III**). The line items shall provide sufficient detail to determine the Services to be delivered. Projected expenses in CONTRACTOR's budget shall be periodically adjusted based on actual population and associated revenues. CONTRACTOR represents and warrants that the budget is true and correct in all respects, based upon information and belief available to CONTRACTOR at the time, and Services shall be delivered hereunder in accordance with the budget. If there is a shift in any line item budget category which exceeds fifteen percent (15%) of the amount budgeted for that category, CONTRACTOR shall notify COUNTY of such change. COUNTY reserves the right to reject any budget changes submitted by CONTRACTOR.

## **6.0 11.0 DESCRIPTION OF SERVICES**

**6.4 11.1** CONTRACTOR covenants and agrees to provide all Services as described in this **Agreement Contract** and set forth in the Statement of Work (Exhibit A) of this **Agreement Contract**. CONTRACTOR shall provide such Services to each Placed Child in accordance with CONTRACTOR's Program Statement. CONTRACTOR warrants that it possesses the competence, expertise and personnel necessary to provide such Services.

**6.2 11.2** CONTRACTOR has submitted a Program Statement(s) to CCLD in accordance with the Program Statement Instructions of CCLD included in Exhibit A-III.

**6.3 11.3** COUNTY may, during the term of this **Agreement Contract**, request that CONTRACTOR make revisions to its Program Statement by notifying CONTRACTOR in writing thirty (30) Days in advance of any proposed changes. Also, CONTRACTOR shall submit a revised Program Statement to COUNTY at any time during the term of this **Agreement Contract** when CONTRACTOR makes changes to its program. COUNTY shall review such Program Statement revisions for approval in accordance with **Part II**, Section **21.0 5.0**, Changes and Amendments.

**6.4 11.4** CONTRACTOR shall provide a brief description of the Group Home program and send it to:

County of Los Angeles  
Department of Children and Family Services  
Attention: Walter Chan, Manager  
Contracts Administration  
425 Shatto Place, Room 400

Los Angeles, CA 90020

This program description shall not exceed two 8 ½ by 11 pages in Arial font, size 12. CONTRACTOR shall provide this description in both hard copy and on a 3-½ inch floppy disk in Microsoft Word. (DCFS will put this information on a website for DCFS placement staff's use; it will not be subject to audit.)

**11.4.1** CONTRACTOR shall provide the following program information **per the format in Exhibit B Exhibit A-XII**: (1) name of the *Group Home Organization*; office address; telephone number; fax number, if applicable; e-mail address, if applicable; RCL level and rate or Regional Center service level and vendored rate; and the Los Angeles County vendor number; (2) *for each site* the city (but no street address), zip code, license number, and licensed capacity, including sex and age range; (3) target population(s) including languages served, type(s) of children served [Severely or Seriously Emotionally Disturbed, severe behavioral problems, and/or Developmentally Disabled], and any special target populations served such as children who use alcohol or drugs; are assaultive; destroy property; are encopretic or enuretic; hearing impaired; gay, lesbian, bisexual, transgender or questioning; gang affiliated; learning disabled; are mothers with babies; non-ambulatory; physically handicapped; pregnant; self-destructive; sexually acting out; sexually predatory; have special health care needs; are suicidal; and/or are vision impaired; (4) whether CONTRACTOR accepts children receiving psychotropic medications; (5) emergency care provided, if applicable, as described in the Statement of Work, Part B, Section 4.0; (6) on-grounds school, if applicable; (7) availability of off-grounds non-public schools; (8) the ratio of awake child care and supervision staff (including the facility manager) to Placed Children for each shift including weekends; (9) the number of individual and group therapy sessions provided to Placed Children per week by the facility's social worker, psychologist, and psychiatrist; (10) the number of sessions provided to natural parents per month by the facility's social worker, psychologist, and psychiatrist; (11) community resources used; and (12) any other outstanding program feature(s).

**11.4.2** If CONTRACTOR has more than one Group Home program, CONTRACTOR shall provide the above information for each program on separate documents and separate floppy disks.

**11.4.3** If, after the program information has been provided, it needs to be updated, CONTRACTOR shall provide the updated information to DCFS Contracts Administration.

**6.5** **11.5** Nothing herein establishes a right of CONTRACTOR to the placement of children by COUNTY, or of the continued placement of children by COUNTY.

## **7.0 PAYMENTS AND VOUCHERS INVOICES AND PAYMENTS**

7.1 CONTRACTOR shall maintain a Foster Care Funding and Rates Bureau (FCFRB) group home rate(s), or, for a CONTRACTOR vendored by a Regional Center, authorization for payment of the Regional Center rate with AFDC-FC funds throughout the term of the **Agreement Contract**. COUNTY shall pay CONTRACTOR for each Placed Child the monthly group home rate(s) established by the California Department of Social Services, Foster Care Funding and Rates Bureau.

7.2 CONTRACTOR shall complete and submit vouchers in arrears, for Services rendered in the previous month. All vouchers shall be received within five (5) Days of the last Day of the previous month. Vouchers for DCFS shall be sent to:

Revenue Enhancement  
Vendor Voucher Validation Unit  
P.O. Box 2969  
Covina, CA 91722-8969

Probation pay vouchers (only those designated by COUNTY) shall be sent to:

Probation Department  
Fiscal Management - c/o Court Wards  
9150 East Imperial Highway, Room P-73  
Downey, California 90242

**7.3** Expenditures made by CONTRACTOR in the operation of this Contract shall be in compliance and in conformity with the Office of Management and Budget (OMB) Circular, A-122. CONTRACTOR is responsible for obtaining the most recent version of this Circular which is available online via the Internet at <http://www.whitehouse.gov/omb/circulars/index.html>

**7.3** **7.4** Placements lasting less than a full month shall be prorated. Payment shall commence the Day the child is placed with CONTRACTOR and terminate the Day before the Placed Child is removed. When CONTRACTOR agrees to hold a bed open for a Placed Child, CONTRACTOR shall document COUNTY Worker's agreement to pay for the open bed in the Placed Child's record and shall request a written faxed confirmation from COUNTY Worker. DCFS will not pay for an open bed

for a period in excess of seven (7) Days. Probation will not pay for an open bed for a period in excess of ~~three (3) Days~~ seven (7) Days.

**7.5** Should CONTRACTOR, after having a Placed Child admitted to a psychiatric or medical hospital, unilaterally decide not to take the Placed Child back, all foster payments made to CONTRACTOR to keep the space available for that Placed Child shall be returned immediately to COUNTY by CONTRACTOR, unless otherwise agreed to by COUNTY and CONTRACTOR in writing.

**7.4 7.6** COUNTY shall mail to CONTRACTOR the amount due by the 15<sup>th</sup> of the month following the month Services were provided, except retroactive, partial, and supplemental payments to CONTRACTOR, which shall be paid through the supplemental payment system. Questions regarding payment should be directed to the Foster Care Payment Hotline at (800) 697-4444.

**7.5 7.7** CONTRACTOR shall notify COUNTY, within thirty (30) Days of the receipt of any payment that is incorrect. Notification must be made by completing the Payment Resolution Notification Form (COV 71) (Exhibit M) and faxing it to (626) 915-1260. Interest charges may be assessed from the 30<sup>th</sup> Day following identification and written confirmation by COUNTY of the incorrect payment, at a rate equal to COUNTY's current Pool Rate, as determined by COUNTY's Auditor-Controller, per Day on the delinquent amount due. Interest charges shall be paid by CONTRACTOR upon demand.

**7.8** COUNTY will resolve payment discrepancies within thirty (30) Days of receipt of the Payment Resolution Notification Form. COUNTY will provide CONTRACTOR with written notice of payment resolutions. CONTRACTOR will be required to repay any excess funds. COUNTY shall make every effort to pay CONTRACTOR any underpayment within thirty (30) Days of written notice of payment resolution to CONTRACTOR.

**7.6 7.9** In addition to the requirements in Exhibit A, Statement of Work, Part C, Section 1.3, Prior Authorization Required for Movement of a Placed Child within CONTRACTOR's Program, CONTRACTOR shall notify the DCFS Foster Care Payment Hotline at (800) 697-4444 for DCFS children or the Probation Central Placement Unit at (323) 226-8600 for Probation children within 24 hours whenever a Placed Child is moved from one site/home to another or a child leaves CONTRACTOR's program.

**7.7 7.10** ~~In the event that COUNTY identifies an excess payment made to CONTRACTOR during the term or within five (5) years after expiration of this Agreement or Agreement extension, COUNTY will notify CONTRACTOR of such in writing. Upon receipt of such notice,~~

~~CONTRACTOR and COUNTY shall attempt to resolve the discrepancy within thirty (30) Days. Within thirty (30) Days after the date of receipt of such notice, CONTRACTOR shall return the excess payment to COUNTY, execute an agreement to pay within another mutually agreed upon time frame, or register a notice of dispute with accompanying documentation to:~~

~~Division Chief, Revenue Enhancement  
Department of Children and Family Services  
800 S. Barranca, 4<sup>th</sup> Floor  
Covina, CA 91723~~

~~In the event that COUNTY identifies an excess payment made to CONTRACTOR including but not limited to excess payments for clothing allowance, vouchers submitted after placement termination, and/or any other excess funds issued by COUNTY on behalf of Placed Children during the term or within five (5) years after expiration of this Contract or Contract extension, COUNTY will notify CONTRACTOR of such in writing. Upon receipt of such notice, CONTRACTOR and COUNTY shall attempt to resolve the discrepancy within thirty (30) Days. Within thirty (30) Days after the date of receipt of such notice, CONTRACTOR shall return the excess payment to COUNTY, execute an agreement to pay within another mutually agreed upon time frame, or register a notice of dispute with accompanying documentation to:~~

~~Division Chief, Revenue Enhancement  
Department of Children and Family Services  
725 South Grand Avenue  
Glendora, CA 91740~~

**7.11** In the event CONTRACTOR identifies an excess payment made by COUNTY, CONTRACTOR will notify COUNTY and, upon written confirmation by COUNTY of excess payment amount, CONTRACTOR will return all excess payments within thirty (30) Days to the address above (Exhibit T, Overpayments).

~~7.8-7.12~~ **7.12** ~~In the event CONTRACTOR does not return payment, or enter into an agreement for payment on a mutually agreed upon time frame within thirty (30) Days of resolution of payment discrepancy or register a dispute within thirty (30) Days of overpayment notice, COUNTY may place CONTRACTOR on DNR Status pursuant to Section 16.0, Corrective Action, Temporary Suspension of Referrals and Removal of Placed Children. COUNTY shall provide written notice of its intention to place CONTRACTOR on a DNR Status at least seven (7) Days in advance. All correspondence regarding payment errors shall be sent by certified mail, and "date of receipt" for the purpose of this Section 7.0 is the date on which the correspondence is mailed or the postal receipt is signed by the~~

recipient. In the event CONTRACTOR does not return payment, or enter into an agreement for payment on a mutually agreed upon time-frame within thirty (30) Days of resolution of payment discrepancy or register a dispute within thirty (30) Days of overpayment notice, COUNTY may place CONTRACTOR on DNR Status pursuant to Section ~~16.0~~ 15.0, Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan. COUNTY shall provide written notice of its intention to place CONTRACTOR on a Do Not Refer Status at least 72 hours in advance. All correspondence regarding payment errors shall be sent by certified mail, and "date of receipt" for the purpose of this Section 7.0 is the date on which the correspondence is mailed or the postal receipt is signed by the recipient.

~~7.9~~ 7.13 If CONTRACTOR disagrees with COUNTY action, the Division Chief, Revenue Enhancement, will provide a written response to such disagreement within thirty (30) Days of the date of receipt of the written notice of disagreement. If CONTRACTOR wishes to appeal Division Chief's decision, CONTRACTOR may appeal in writing to the Program Directors no later than thirty (30) Days from date of receipt of the DCFS Division Chief's decision. Program Directors will render a final decision in writing to CONTRACTOR within thirty (30) Days of the date of receipt of CONTRACTOR's appeal. If CONTRACTOR registers a notice of dispute pursuant to Section ~~7.7~~ 7.10, the Division Chief will evaluate the adequacy of the CONTRACTOR's written response. Within 25 calendar days of DCFS' receipt of CONTRACTOR's written response, DCFS and/or the Probation Department (Probation) will provide CONTRACTOR with DCFS/Probation's written response, which sets forth the required DCFS/Probation Corrective Action Plan. Should CONTRACTOR disagree with the contents of the CAP, CONTRACTOR shall submit a response to the DCFS/Probation CAP within 15 business days via first class mail to DCFS Fiscal Monitoring Section/Probation Out-of-Home Compliance Unit. DCFS/Probation will review the CONTRACTOR's response to the DCFS/Probation CAP and issue a final required DCFS/Probation Corrective Action Plan within 5 calendar days. Should CONTRACTOR not comply with the Corrective Action Plan, DCFS/Probation may, in its sole discretion, exercise any and all remedies, including but not limited to placement of CONTRACTOR on Do Not Refer or Do Not Use status.

~~7.10~~ 7.14 CONTRACTOR may appeal the final decision pursuant to the ~~Dispute Resolution Procedures in Section 57.0 to Part I, Section 19.0, Dispute Resolution Procedures.~~

~~7.11~~ 7.15 For overpayments, CONTRACTOR shall submit payment of any amounts due to COUNTY within thirty (30) Days after the Division Chief's decision, unless CONTRACTOR appeals the decision pursuant to this section, in which case collection efforts shall be suspended until such time

~~as there is a final resolution of the appeal. For overpayments, CONTRACTOR shall submit payment of any amounts due to COUNTY within thirty (30) Days after the Program Director's/Placement Bureau Chief of his/her designee's decision, unless CONTRACTOR appeals the decision pursuant to Section 7.0, in which case collection efforts shall be suspended until such time as there is final resolution of the appeal.~~

~~7.12~~ **7.16** ~~Upon final determination of the amount owed, if the issue concerns an overpayment, interest charges may be assessed by COUNTY pursuant to a court judgment, commencing on the date of such a court judgment, at a rate equal to COUNTY's current Pool Rate, as determined by COUNTY's Auditor-Controller. If the issue is an underpayment, interest charges may be assessed by CONTRACTOR pursuant to a court judgment, commencing on the date of such a court judgment, at the same COUNTY Pool Rate. With regard to overpayments, COUNTY shall be entitled to pre-judgment interest at the highest rate permitted by law. With regard to underpayments, CONTRACTOR shall be entitled to pre-judgment interest at the highest rate permitted by law.~~

~~7.13~~ **7.17** ~~Provided that COUNTY shall remove all Placed Children on or prior to the expiration or other termination of this Agreement Contract, CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any Service provided by CONTRACTOR after the expiration or other termination of this Agreement Contract. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for Services rendered after expiration/termination of this Agreement Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Agreement Contract. Notwithstanding the foregoing, if COUNTY does not remove a Placed Child from a group home following termination of this Agreement Contract, COUNTY will pay based upon the group home's RCL rate. Provided that COUNTY shall remove all Placed Children on or prior to the expiration or other termination of this Contract, CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for Services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract. Notwithstanding the foregoing, if COUNTY does not remove a Placed Child from a group home following termination of this Contract, COUNTY will pay based upon the group home's RCL rate.~~

~~7.14 CONTRACTOR agrees that when a sustained overpayment, as described in WIC 11466 et seq. is identified, CONTRACTOR shall repay to the State the amount of the overpayment including interest in accordance with WIC 11466 et seq.~~

~~7.15 Failure by CONTRACTOR to make payments as required in a repayment agreement between the State and CONTRACTOR for the payment of sustained overpayments may result in placing CONTRACTOR on DNR Status by COUNTY until the overpayment has been repaid.~~

## **8.0 24.0 USE OF FUNDS**

~~8.1 24.1 CONTRACTOR shall be organized and operated as a Federal Tax Exempt (if applicable) non-profit corporation throughout the term of this Agreement Contract and conduct itself in accordance with all accounting and operating requirements of such status.~~

~~8.2 24.2 CONTRACTOR shall use AFDC-FC funds paid to and Expended by CONTRACTOR for the care and Services of Placed Children, in order to maintain the standards of care and Services consistent with the Statement of Work and the AFDC-FC payments received. CONTRACTOR shall Expend foster care funds on reasonable and allowable Expenditures in providing the necessary care and Services, as specified in this Agreement, for children placed by COUNTY. CONTRACTOR shall use AFDC-FC funds paid to and Expended by CONTRACTOR only for the care and Services of Placed Children, in order to maintain the standards of care and Services consistent with the Statement of Work and the AFDC-FC payments received. By August 1 of each year, CONTRACTOR shall submit to COUNTY a cost allocation plan, which provides for the reasonable allocation of CONTRACTOR's Expenditures for the then current fiscal year. CONTRACTOR's cost allocation plan shall be developed in accordance with the principles included in OMB Circular A-122 (Exhibit C) and the Auditor-Controller Group Home Contract Accounting and Administration Handbook (Exhibit C-I).~~

~~8.3 24.3 The determination of reasonable and allowable Expenditures shall be in accordance with all federal, state, and local laws, regulations, policies and procedures including but not limited to the California Department of Social Services' Manual of Policy and Procedures (i.e., Sections 11-404, 45 CFR 74.27, and OMB Circular A-122). Any AFDC-FC funds not Expended in accordance with the above will be disallowed on audit, and will require repayment by CONTRACTOR. Any dispute regarding repayment of funds is subject to the provisions outlined in Section 57.0, Dispute Resolution Procedure. CONTRACTOR shall Expend foster care funds on reasonable and allowable Expenditures in providing the necessary care and Services.~~

as specified in this Agreement Contract, for children placed by COUNTY. The determination of reasonable and allowable Expenditures shall be in accordance with OMB Circular A-122 (Exhibit C-4); Manual of Policy and Procedures Sections 11-400, 11-402, 11-403, 11-404, and 11-420; and 45 CFR 74.27, and the Auditor-Controller Group Home Contract Accounting and Administration Handbook (Exhibit C-2-I). Any AFDC-FC funds not Expended in accordance with the above will be disallowed on monitoring/audit, and will require repayment by CONTRACTOR. Any dispute regarding repayment of funds is subject to the provisions outlined in Part I, Section 19.0, Dispute Resolution Procedures.

**8.4** 24.4 All uses of AFDC-FC funds paid to and Expended by CONTRACTOR and other financial transactions related to CONTRACTOR's provision of Services under this Agreement Contract are subject to review and/or audit by DCFS, Probation, COUNTY's Auditor-Controller or its designee, as set forth in Exhibits C-4 and C-2-I. In the event this Agreement Contract is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR's liability for such audit exceptions, as determined by DCFS or Probation, upon demand by COUNTY. Upon notice by CONTRACTOR, COUNTY will, upon verification by COUNTY, reduce the audit disallowance claimed by COUNTY by the amount subject to repayment to the state for duplicated disallowed Expenditures during the time period covered by COUNTY's audit.

**8.5** 24.5 ~~Notwithstanding any other provision of this Agreement, CONTRACTOR and COUNTY agree that it is the intent of the parties to allow COUNTY the right to audit any and all use of AFDC-FC funds, paid to and Expended by CONTRACTOR, in order to ensure that all Expended and unspent funds are accounted for and that unspent funds are held for the future benefit of Placed Children, and to determine the appropriate disposition of unallowable Expenditures. Notwithstanding any other provision of this Agreement Contract, in addition to all other rights to monitor, including but not limited to audit, CONTRACTOR and COUNTY agree that it is the intent of the parties that COUNTY shall have the right to audit any and all use of AFDC-FC funds, paid to and Expended by CONTRACTOR, in order to ensure that all Expended and unspent funds are accounted for and that unspent funds are held for the future benefit of Placed Children, and to determine the appropriate disposition of unallowable Expenditures.~~

**8.6** 24.6 ~~Any un-Expended AFDC-FC funds at the end of any given CONTRACTOR fiscal year that is equal to or less than one-sixth of CONTRACTOR's Administrative Budget for its next fiscal year may be retained by CONTRACTOR for future use for the benefit of Placed Children for reasonable and allowable costs. CONTRACTOR's Administrative Budget is defined as the AFDC-FC portion of funds received pursuant to this Agreement Contract for the items listed in the SR~~

~~3, Group Home Program Cost Report, line items 9a through 9f. In the event that CONTRACTOR desires to accumulate funds in excess of one-sixth of its Budget (i.e., funds received pursuant to this Agreement Contract during CONTRACTOR's fiscal year), it must develop a plan regarding how to utilize those un-Expended funds and submit to COUNTY for review and approval within 60 Days of the fiscal year end. Total accumulated unexpended funds (TAUF) shall include (1) CONTRACTOR's un-Expended funds; and (2) CONTRACTOR's accumulated, unexpended AFDC-FC funds received from COUNTY between September 1, 2003 through the expiration date of the most recently completed contract term. If facts suggest the possibility of fraud or significant abuse, COUNTY reserves the right to review uses of unexpended funds accumulated in periods prior to September 1, 2003. CONTRACTOR's TAUF shall be reflected on its Semi-Annual Expenditure Report (Exhibit E).~~

At the end of any given CONTRACTOR fiscal year, any TAUF that is equal to or less than two months budgeted revenues for COUNTY's Group Home program for its next fiscal year may be retained by CONTRACTOR for future use for the benefit of Placed Children for reasonable and allowable costs. The maximum level of retainable TAUF will hereafter be referred to as the TAUF Ceiling. In the event that CONTRACTOR's TAUF, at the end of any given CONTRACTOR fiscal year, exceeds the TAUF Ceiling, CONTRACTOR shall develop a plan regarding how to utilize the TAUF for the benefit of Placed Children for reasonable and allowable costs, and shall submit the plan to Director's Deputy Director level designee for review and approval within 60 Days of the fiscal year end. Section 11-404.2 through 11-404.2.24 of the State Manual of Policy and Procedure provides examples of permissible uses of unexpended funds. Said Sections may provide a guideline for permissible uses of TAUF. However, all CONTRACTOR plans for uses of TAUF require pre-approval by the COUNTY.

## **9.0 16.0 FINANCIAL REPORTING**

**9.4 16.1** CONTRACTOR shall report semi-annual revenues and expenditures on the Expenditure Report (Exhibit E). This report will require sign-off, under penalty of perjury, by CONTRACTOR's Executive Director or CONTRACTOR's Administrator, as defined in Title 22, Division 6, Chapter 5, Section 84064.

**9.2 16.2** The semi-annual expenditure report (Exhibit E), along with the Group Home Cost Report (Exhibit U), shall be mailed no later than September 1 for the semi-annual report for the period ended June 30 and March 1 for the semi-annual report for the period ended December 31.

**9.3 16.3** If the **Agreement Contract** starts on a date other than July 1 or January 1, then the initial report shall be for a period less than six (6) months and the final report will also be for a period less than six (6) months.

**9.4 16.4** In the event that the expenditure report is not filed timely, COUNTY may take action, pursuant to policies and procedures outlined in **Part I**, Section **16.0 15.0** . In the event the DNR and/or DNU Status is used, COUNTY shall notify CONTRACTOR in writing seven (7) Days prior to such status being used.

**9.5 16.5** ~~The semi-annual expenditure report for group homes that serve DCFS children shall be mailed to:~~

**DCFS**  
Bureau of Finance  
Financial Specialist  
425 Shatto Place  
Los Angeles, CA 90020

~~The semi-annual expenditure report for group homes that serve Probation children shall be mailed to:~~

**Probation Department**  
**Central Placement Office**  
**1605 Eastlake Avenue, Room 509B**  
**Los Angeles, California 90033**

The semi-annual expenditure report for group homes that serve DCFS children shall be mailed to:

**DCFS**  
**Fiscal Monitoring and Special Payments**  
**Administrative Services Manager III**  
**425 Shatto Place, Room 304**  
**Los Angeles, CA 90020**

The semi-annual expenditure report for group homes that serve Probation Children shall be mailed to:

**Probation Department**  
**Central Placement Office**  
**Placement Out-of-Home Compliance Unit**  
**Supervising Deputy Probation Officer**  
**1605 Eastlake Avenue, Room 512B**  
**Los Angeles, California 90033**

**10.0 17.0 PROGRAM REPORTING REQUIREMENTS**

~~10.1~~ **17.1** CONTRACTOR shall report all suspected child abuse allegations and incidents immediately upon discovery for all children to: (1) CCLD; (2) COUNTY's Child Protection Hotline (CPHL); (3) for DCFS children, to the DCFS Contract Program Manager; and (4) for Probation children, to the Regional and Central Placement Unit, as more fully described in ~~Section 54.1~~ **Part II, Sub-section 6.1**.

~~10.2~~ **17.2** CONTRACTOR shall make and document reasonable efforts to provide a monthly telephonic update report to COUNTY Worker. In addition to complying with the provisions addressing the Needs and Services Plan/~~Quarterly Report (Exhibit A-Va)~~ in the Statement of Work, Part C, Section 2.4, CONTRACTOR shall develop a comprehensive, individualized Needs and Services Plan that (1) contains both long-term and short-term goals that treat the identified needs of the Placed Child; (2) is specific, measurable, attainable, and time-limited; and (3) meets the requirements specified in Title 22, Division 6, Chapter 5, Sections 84070, 84070.1, 84068.2, 84068.3, and 84069.2.

~~10.3~~ **17.3** CONTRACTOR shall prepare and submit a Special Incident Report for each Placed Child in accordance with the guidelines and time frames in Exhibit A-VIII, Special Incident Reporting Guide for Group Homes.

- For DCFS children, CONTRACTOR shall report via the DCFS Internet site (I-Track System) at: <https://itrack.co.la.ca.us/homelogin.aspx> .
- For Probation children, CONTRACTOR shall report by telephone, fax, and the I-Track System to the Central Placement Unit.

~~Failure to report via the I-track System may result in further action as described in Exhibit N.~~

~~10.4~~ **17.3.1** CONTRACTOR shall prepare and submit a signed, comprehensive, individualized ~~Needs and Services Plan/~~ **Quarterly Report** to each Placed Child's COUNTY Worker, by the 10th business day following the end of each quarter from the date the child was placed. The CONTRACTOR shall use for Probation Placed Children the Probation Quarterly Report Format in Exhibit W. Unless DCFS changes the format per ~~Part II, Section 21.0~~ **5.0**, Changes and Amendments, the Quarterly Report for DCFS Placed Children shall provide the following, which includes the items identified on the Agency Placement Agreement, SOC 154 (12/93) (Exhibit A-VII) [additional COUNTY requirements in brackets]:

~~10.4.1 Current status of the Placed Child's physical, social, educational, and psychological health needs, and Services provided to meet the Placed Child's physical, social, and psychological health [Include the date of each medical/dental appointment, medical problem, recommended treatment, follow-up, and medication the Placed Child received during the~~

~~quarter. Include health and safety related Services provided to the Placed Child, specifying the dates of Service(s) for each occurrence.];~~

~~10.4.2 Reassessment of Placed Child's adjustment to the group home, program, peers, and staff;~~

~~10.4.3 Reassessment of Placed Child's adjustment to school [Include: (1) a copy the Individualized Education Plan (IEP), when applicable; (2) a copy of the report card(s); (3) school attendance information/records; (4) academic and extra-curricular achievements; (5) academic credits; (6) strengths of the Placed Child (7) participation in school-related activities by Placed Child and Group Home staff; (8) school behavior problems, school discipline and school suspensions; (9) other issues of concern related to school matters; (10) school officials' concerns about the Placed Child's health, academic abilities and social skills; and (11) the type of school in which the Placed Child is enrolled (i.e., public, private, non-public, on-grounds, community-based, etc.) and educational program provided.];~~

~~10.4.4 Short-term objectives and long-range goals met and progress toward reaching unmet goals including tasks that have been performed to reach these objectives and goals [Include the status of the permanency plan and, when applicable, the Transitional Independent Living Plan (TILP) including homemaking skills, status of vocational training and/or job experience, artistic abilities, etc. Include the most recent copy of the updated Emancipation Preparation Contract for each Placed Child age 14 years and older.];~~

~~10.4.5 Reassessment of unmet needs and efforts made to meet these needs;~~

~~10.4.6 Modification of treatment plan, tasks to be performed and the likelihood of family reunification;~~

~~10.4.7 Involvement of Placed Child and his/her parent in treatment program [Include dates and type of contact with COUNTY Worker during the quarter, including telephone calls]; and~~

~~10.4.8 Consistent with Welfare and Institutions Code, Section 366.1(g), whether a Placed Child, who is ten (10) years of age or older, has relationships with individuals other than the Placed Child's siblings that are important to the Placed Child, consistent with the Placed Child's best interests, and actions which CONTRACTOR believes may be taken to maintain those relationships. As to any Placed Child who is younger than ten (10) years of age, CONTRACTOR shall provide the above information, as appropriate, to COUNTY Worker.~~

~~10.5~~ ~~17.4~~ ~~CONTRACTOR shall prepare and submit a Termination Report to a Placed Child's COUNTY Worker within 30 Days from the date the child's placement was terminated. The Termination Report shall include, but not be limited to, a closing summary of CONTRACTOR's records relating to the Placed Child.~~ CONTRACTOR shall prepare and submit a Termination Report to a Placed Child's COUNTY Worker within 30 Days from the date the child's placement was terminated. The Termination Report shall include, but not be limited to, a closing summary of CONTRACTOR's records relating to the Placed Child, including the type of placement to which the child was discharged (such as reunification with parent(s), relative, adoptive home, legal guardianship, licensed foster home, FFA certified home, small family home, another group home, specified or specialized placement or hospital).

~~10.6~~ ~~17.5~~ CONTRACTOR shall prepare and submit a report in each instance enumerated in ~~Section 18.4 Sub-section 5.1.4~~, Notification of Incidents, Claims or Suits.

~~10.7~~ ~~17.6~~ COUNTY shall maintain the confidentiality of all data collected in monthly and quarterly reports to the extent they are not subject to disclosure under the Public Records Act or other laws or regulations.

~~10.8~~ ~~17.7~~ CONTRACTOR hereby agrees to participate in the collection and reporting of outcome data related to child safety, well-being, and permanency. CONTRACTOR shall submit a quarterly report using the format in Exhibit X to the Program Managers. The reporting requirement in this ~~Section 10.8 Sub-section 17.7~~ shall be separate and apart from the reporting requirements described in ~~Sections 10.1 and 54.1 Sub-section 17.1 and Part II, Sub-section 6.1~~.

~~10.9~~ ~~17.8~~ CONTRACTOR shall: (1) maintain copies of the Board of Directors' minutes in a readily accessible location; (2) provide COUNTY with copies of Board of Directors' minutes within 24 hours of request by COUNTY, except when the minutes requested describe a meeting that occurred during the past 45 days; (3) for minutes from a meeting that occurred within 45 days of COUNTY's request, provide the COUNTY with a copy of those minutes within 3 days of the request; and (4) report in writing all changes of membership, and officers of the Board of Directors, to the Program Manager(s) within one week of such changes (whether or not COUNTY requests information on such changes).

## **~~11.0~~ ~~18.0~~ RECORDS AND INVESTIGATIONS**

~~11.1~~ ~~18.1~~ ~~CONTRACTOR shall maintain and retain records on each Placed Child as required by California Code of Regulations, Title 22, Division 6, Chapter 1, Section 80070, and Chapter 5, Sections 84070 and 84070.1; this Agreement, and Section 11.0. Such records shall include, but not be limited to, placement~~

and termination documents, medical and dental records, a record of court orders allowing psychotropic medication, Placed Children's financial records (clothing, allowances, earnings, medical expenses, etc.), diagnostic evaluations and studies, Placed Child interviews, special incident reports, social worker progress notes (including treatment, school, extracurricular activities at school or in the Community, etc.), and notes on Services provided by the various professional and paraprofessional staff (treatment, recreation, child care, etc.). The records shall be in sufficient detail to permit an evaluation of Services provided. The information in the Placed Child's record, maintained at CONTRACTOR's offices, shall be confidential, kept in a locked file, and made available only to selected staff who require it for needs and Services planning. CONTRACTOR shall maintain and retain records on each Placed Child as required by California Code of Regulations, Title 22, Division 6, Chapter 1, Section 80070, and Chapter 5, Sections 84070 and 84070.1; and the relevant provisions in this Agreement Contract, including this Section 11.0 18.0 . Such records shall include, but not be limited to, placement and termination documents, medical and dental records, a record of court orders allowing psychotropic medication, Placed Children's financial records (clothing, allowances, earnings, medical expenses, etc.), diagnostic evaluations and studies, Placed Child interviews, special incident reports, social worker progress notes (including treatment, school, extracurricular activities at school or in the Community, etc.), and notes on Services provided by the various professional and paraprofessional staff (treatment, recreation, child care, etc.). The records shall be in sufficient detail to permit an evaluation of Services provided. The information in the Placed Child's record, maintained at CONTRACTOR's offices, shall be confidential, kept in a locked file, and made available only to selected staff who require it for Needs and Services planning.

11.2 18.2 CONTRACTOR shall maintain accurate and complete financial records of all its activities and operations relating to this Agreement Contract in accordance with generally accepted accounting principles and which meet the requirements for contract accounting described in Auditor-Controller Contract Accounting and Administration Handbook (Exhibit C Exhibit C-I). CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Agreement Contract.

11.3 18.3 CONTRACTOR shall maintain and retain records on each employee and volunteer as required by California Code of Regulations, Title 22, Division 6, Chapter 1, Section 80066 and Chapter 5, Sections 84066 and 84066.1. Such records shall include, but not be limited to, fingerprint clearances, Child Abuse Index clearances, and CONTRACTOR's admission agreements for each Placed Child. CONTRACTOR shall maintain and retain records on each employee and volunteer as required by California Code of Regulations, Title 22, Division 6, Chapter 1, Section 80066 and Chapter 5, Sections 84066 and 84066.1. Such records shall include, but not be limited to, fingerprint clearances, Child Abuse Index clearances, and CONTRACTOR's employees' original employment applications.

~~11.4~~ ~~18.4~~ All records described in ~~Sections 11.1 through 11.3~~ ~~Sub-sections 18.1 through 18.3~~ hereof, supporting documents, statistical records, and all other records pertinent to performance of this ~~Agreement Contract~~, including, but not limited to, all timecards and other employment records and confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County or contiguous county and shall be made available to COUNTY, State or Federal authorities, as provided by applicable law, during the term of this ~~Agreement Contract~~ and either for a period of five (5) years after the expiration of the term of this ~~Agreement Contract~~ or for a period of three (3) years from the date of the submission of the final expenditure report, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review, or audit is started, the records shall be retained until all litigation, claims, financial management reviews, or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County or contiguous county, then, at COUNTY's sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section. CONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services' Manual, Section 23-353.

~~11.5~~ ~~18.5~~ COUNTY retains the right to inspect and conduct investigations of CONTRACTOR's program operations and contract compliance without prior notice to CONTRACTOR, seven Days a week, 24 hours a day. Unannounced audits and investigations may occur without prior notice when COUNTY, in its sole discretion, deems it necessary. CONTRACTOR will be given reasonable prior notice of routine audits and inspections. CONTRACTOR agrees that COUNTY, or its authorized representatives, the State of California, or its authorized representatives, or the Federal Government, or its authorized representatives, including, but not limited to, the U. S. Comptroller General, shall have access to and the right to inspect, examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement. COUNTY retains the right to inspect and conduct investigations of CONTRACTOR's program/fiscal operations and contract compliance without prior notice to CONTRACTOR seven days a week, 24 hours a day. Unannounced audits and investigations may occur without prior notice when COUNTY, in its sole discretion, deems it necessary. CONTRACTOR will be given reasonable prior notice of routine audits and inspections. CONTRACTOR agrees that COUNTY, or its authorized representatives, the State of California, or its authorized representatives, or the Federal Government, or its authorized representatives, including but not limited to, the U.S. Comptroller General, shall have access to and the right to inspect, examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement. The Auditor-Controller/Department of Children and Family Services/Probation Department Fiscal Audit Phases, Fiscal Audits of Group

Home Foster Care Services Contractors (~~Exhibit C-3~~ Exhibit C-II) details the audit protocols followed by the A/C and DCFS/Probation during fiscal audit reviews.

~~11.6~~ **18.6** Such program reviews, investigations, and/or audits (e.g., special reviews) shall encompass all of CONTRACTOR's financial, program, Subcontractor, and Placed Children's records related to Services provided under this Agreement, and any other financial transactions, as determined necessary by COUNTY to ensure that AFDC-FC funds have been accounted for and Expended in accordance with Section 8.0, Use of Funds. Methods of inspection may include, but are not limited to, the interview of CONTRACTOR's staff, insurance agents, banks, personnel, vendors and Subcontractor(s) and inspection of accounting ledgers, journals, canceled checks, timecards, personnel records, Subcontracts, space and equipment leases and other relevant books, records, worksheets and logs as appropriate for ensuring CONTRACTOR accountability of expenditures and program performance under this Agreement. CONTRACTOR's employee records may be reviewed in accordance with State and federal labor laws. CONTRACTOR shall enlist the cooperation of all Subcontractors, staff, and Board members in such efforts. Such program and performance reviews, investigations, and/or audits shall encompass all of CONTRACTOR's financial, program, Subcontractor, and Placed Children's records related to Services provided under this Agreement Contract, and any other financial transactions, as determined necessary by COUNTY to ensure that AFDC-FC funds have been accounted for and Expended in accordance with Part I, Section 8.0 24.0 , Use of Funds. Methods of inspection may include, but are not limited to, the interview of CONTRACTOR's staff, insurance agents, banks, personnel, vendors and Subcontractor(s) and inspection of accounting ledgers, journals, canceled checks, timecards, personnel records, Subcontracts, space and equipment leases and other relevant books, records, worksheets and logs as appropriate for ensuring CONTRACTOR accountability of expenditures and program performance under this Agreement Contract. CONTRACTOR's employee records may be reviewed in accordance with State and federal labor laws. CONTRACTOR shall enlist the cooperation of all Subcontractors, staff, and Board members in such efforts.

~~11.7~~ **18.7** Upon request, CONTRACTOR shall provide COUNTY with photocopies of records and documents, including Placed Children records, and personnel records, unless prohibited by federal, state, or local laws. CONTRACTOR shall be responsible for the cost of providing photocopies to COUNTY.

~~11.8~~ **18.8** CONTRACTOR shall be responsible for annual or triennial financial audits, as applicable, of its agency and shall require Subcontractors to be responsible for its annual or triennial financial audits, as applicable, when required by COUNTY and/or the California Department of Social Services

(CDSS), to be conducted by an independent audit firm and in accordance with generally accepted auditing standards. Within thirty (30) calendar Days after issuance of the audit reports, CONTRACTOR shall forward copies of such reports to: DCFS, Bureau of Finance, at 425 Shatto Place, Los Angeles, CA 90020, Attention: Financial Specialist, and to Probation at the Central Placement Office, 1605 Eastlake Avenue, Room 509B, Los Angeles, California 90033. CONTRACTOR shall be responsible for annual or triennial financial audits, as applicable, of its agency and shall require Subcontractors to be responsible for its annual or triennial financial audits, as applicable, when required by any governmental entity (e.g. Federal government, California Department of Social Services (CDSS), COUNTY) to be conducted by an independent audit firm and in accordance with generally accepted governmental auditing standards. Within thirty (30) days after issuance of the audit reports, CONTRACTOR shall forward copies of such reports to: DCFS, Bureau of Finance and Administration, Accounting Division Fiscal Monitoring and Special Payments at 725 South Grand Avenue, Glendora, California 91740 425 Shatto Place, Room 304, Los Angeles, CA 90020, Attention: Administrative Services Manager III, DCFS, Contracts Administration, 425 Shatto Place, Room 400, Los Angeles, CA 90020, Attention: GH Contract Analyst, and to Probation at the Central Placement Office, Out-of-Home Compliance Unit, 1605 Eastlake Avenue, Room 509B 512B, Los Angeles, California 90033, Attention: Supervising Deputy Probation Officer.

**11.9** **18.9** In the event that an audit is conducted of CONTRACTOR specifically regarding this **Agreement Contract** by any Federal or State Auditor, or by any auditor employed by CONTRACTOR or otherwise, then CONTRACTOR shall file a copy of such audit report with COUNTY's Auditor-Controller within thirty (30) Days of CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this **Agreement Contract**. COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

**11.10** **18.10** Failure on the part of CONTRACTOR to comply with the provisions of this Section shall constitute a material breach of this **Agreement Contract** upon which COUNTY may take all appropriate action including but not limited to, implementation of Hold Status, DNR Status, and/or DNU Status, as set forth in Section **16.0** **15.0** , **Corrective Action, Temporary Suspension of Referrals and Removal of Placed Children Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan** . If CONTRACTOR disagrees that there has been a material breach, CONTRACTOR may exercise any and all of its legal rights consistent with Section **57.0** **19.0** of this **Agreement Contract**.

## **12.0** **9.0** CONFIDENTIALITY

**12.1** **9.1** Pursuant to applicable Welfare and Institutions Code sections, including but not limited to sections 5328 through 5330, 10850 and 827, all Placed Children's records are confidential. Portions of these confidential records,

pertaining to the treatment or supervision of the child, shall be shared with CONTRACTOR pursuant to the DCFS and Probation policies in effect and applicable State and federal law. The Juvenile Court has exclusive jurisdiction over juvenile records, documents and case information as well as the responsibility to maintain their confidentiality and the confidentiality of dependent children. A child under DCFS' or Probation's supervision may not be videotaped, photographed, voice recorded or interviewed, for media, research or other purposes, unless the Juvenile Court has issued an order permitting such access. Anyone requesting to review a Placed Child's case records, interview a Placed Child for research or media purposes, or photograph or videotape a Placed Child, must obtain written approval in accordance with Juvenile Court policy as described in Los Angeles Superior Court, Local Rules, Chapter 17, Juvenile Division, Dependency Proceedings, effective May 1, 1999. CONTRACTOR agrees to maintain the confidentiality of its records and conform to existing orders of the Juvenile Court and policies promulgated by State and federal laws and COUNTY policies regarding the Placed Child's confidentiality.

**12.2 9.2** If CONTRACTOR's staff qualify as members of a multi-disciplinary team, as defined in WIC Sections 830 and 18951(d), such staff may access and disclose information regarding children accordingly.

**12.3 9.3** CONTRACTOR shall maintain the confidentiality of all records, including but not limited to COUNTY records and client records, in accordance with all applicable federal, State and local laws, regulations, ordinances and directives regarding confidentiality. CONTRACTOR shall inform all of its officers, employees, and agents providing Services and care hereunder of the confidentiality provisions of this **Agreement Contract**. All employees of CONTRACTOR who have access to confidential records and data must sign and adhere to the attached "Contractor Employee Acknowledgment and Confidentiality Agreement" (Exhibit D).

**12.4 9.4** To the extent that CONTRACTOR, or any of its employees, affiliates or Subcontractors, is a "covered entity" under the Federal Health Insurance Portability and Accountability Act (HIPAA), CONTRACTOR and COUNTY agree that CONTRACTOR, or any of its employees, affiliates or Subcontractors, may release "protected health information," as that term is defined by HIPAA, to DCFS, without a signed authorization, for the purpose of coordinating or managing the care of Placed Children.

## **13.0 12.0 STATE LICENSE**

**13.1 12.1** CONTRACTOR shall maintain a group home license issued by the California Department of Social Services, CCLD Division, throughout the term of the **Agreement Contract**.

~~13.2~~ ~~12.2~~ If planning to add additional group home site(s) during the term of the Agreement Contract, CONTRACTOR shall notify and receive written approval from COUNTY Program Managers prior to the placement of and/or serving Placed Children at the additional site(s).

~~14.0~~ ~~13.0~~ **FEES**

CONTRACTOR shall not charge any Placed Child or his/her family or guardian, or receive any fee or payment from any Placed Child or his/her family or guardian, for Services rendered pursuant to this Agreement Contract. CONTRACTOR shall not charge or receive fees or payments from any child or his/her family or guardian for children referred to CONTRACTOR pursuant to this Agreement Contract who are not accepted for placement.

~~15.0~~ ~~14.0~~ **OTHER SOURCES OF INCOME**

~~15.1~~ ~~14.1~~ CONTRACTOR shall forward any income (e.g., SSI, inheritance, personal injury and victims of crime awards, etc.) received on behalf of a Placed Child, other than the Placed Child's personal earnings, to the following address:

DCFS Finance Office  
Attn: Deposit Unit  
425 Shatto Place, Rm. #204  
Los Angeles, CA 90020

CONTRACTOR shall work with COUNTY to ensure the payer pays future income payments directly to COUNTY.

~~15.2~~ ~~14.2~~ The provisions of this Section do not in any way require CONTRACTOR to apply revenue, income, private grants or gifts that are unrestricted, to any cost or expense of CONTRACTOR, which is reimbursable by COUNTY hereunder.

~~16.0~~ ~~15.0~~ **CORRECTIVE ACTION, TEMPORARY SUSPENSION OF REFERRALS, AND REMOVAL OF PLACED CHILDREN HOLD STATUS, DO NOT REFER STATUS, DO NOT USE STATUS, CORRECTIVE ACTION PLAN**

~~DCFS and Probation will select one or more of the following actions in response to findings uncovered in investigations of abuse/neglect in out-of-home care or in audits of program or fiscal contract requirements or unresolved overpayments when DCFS reasonably believes, in its sole discretion, that CONTRACTOR has engaged in conduct which may jeopardize a Placed Child or Children; there has been a serious event that may implicate CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or noncompliance with an administrative/fiscal/programmatic requirement of the Agreement. The local agency procedures referred to in 16.2, 16.3, and 16.4 are internal DCFS~~

procedures and are entitled, respectively, Hold Status, DNR Status, and DNU Status. DCFS may vary from the current protocol and procedures when such variance is required to protect the health and safety of the Placed Children or to reduce risk factors, which may affect the health and safety of Placed Children. A copy of COUNTY's current policies and procedures is attached herein as Exhibit N. COUNTY may, during the normal course of its monitoring or investigation, place CONTRACTOR on Hold Status, Do Not Refer (DNR) Status and/or Do Not Use (DNU) Status, when the COUNTY reasonably believes, in its sole discretion, that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or noncompliance with a significant fiscal/programmatic requirement of the Agreement Contract. The local agency procedures referred to in 16.2, 16.3 and 16.4 Sub-sections 15.2, 15.3, and 15.4 are internal DCFS/Probation procedures and are titled, respectively, Hold Status, Do Not Refer Status, and Do Not Use Status. DCFS/Probation may vary from the current protocol and procedures when such variance is required to protect the health and safety of Placed Children. A copy of the COUNTY's current policies and procedures is attached herein as Exhibit N, DCFS/Probation Group Home Foster Care Agreement Investigation/Monitoring/Audit Remedies and Procedures.

#### 16.1 15.1 Corrective Action Plan (CAP)

When the conduct or issue is amenable to immediate resolution, a CAP shall serve as CONTRACTOR's commitment to remedy deficiencies. The CAP will usually be required within thirty (30) Days from the date of written notice, depending on the nature of the violation, as further discussed in Exhibit N. In some instances, the CAP shall be required in three (3) Days from the date of notice, which may be oral. If oral notice is given, it will be followed within 24 business hours in writing. The Investigator, auditor, or Revenue Enhancement staff approves the CAP. The CAP must be responsive to the findings and recommendations, as identified during the investigation, audit, or overpayment concern. The CAP is reviewed and approved by the DCFS or Probation Program Manager within five (5) business days.

Once approved, monitoring of the approved CAP begins. Monitoring will usually last from three to six months, depending on the nature of the violation. The Monitor is responsible for ensuring the CAP is implemented and maintained. A CAP requires CONTRACTOR to carry out specific actions within a required time period. The actions may include, but may not be limited to, training, house repairs, or insurance acquisition. Proper maintenance of the property is the responsibility of the CONTRACTOR and shall not be deferred due to the lease arrangements. When DCFS/Probation reasonably determines in its sole discretion, that a CONTRACTOR's deficiencies are amenable to correction, DCFS/Probation may require CONTRACTOR to provide a Corrective Action Plan and DCFS/Probation and CONTRACTOR may enter into a Corrective Action

Plan. A CAP shall serve as CONTRACTOR's commitment to remedy such deficiencies. The CAP procedures are further discussed in Exhibit N, DCFS/Probation Group Home Foster Care Agreement Investigation/Monitoring/Audit Remedies and Procedures.

#### 16.2 15.2 Hold Status

~~Notwithstanding any other provision of this Agreement, COUNTY retains the right to temporarily suspend referrals of children to CONTRACTOR by placing CONTRACTOR on Hold Status, for up to a 45-Day period at any time during investigations, when based on prima facie evidence, DCFS reasonably believes, in its sole discretion, that CONTRACTOR has engaged in conduct which may jeopardize a Placed Child or Children; there has been a serious event that may implicate CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or noncompliance with a significant administrative/fiscal/programmatic requirement of this Agreement for which CONTRACTOR failed to take corrective action (when appropriate) pursuant to Section 16.1, and as further described in Exhibit N. Notwithstanding any other provision of this Agreement~~  
Contract, COUNTY retains the right to temporarily suspend referrals of children to CONTRACTOR by placing CONTRACTOR on Hold status, for up to a 45-day period at any time during investigations, auditing, or monitoring when based on prima facie evidence, DCFS/Probation reasonably believes, in its sole discretion, that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or noncompliance with a significant administrative/fiscal/programmatic requirement of this Agreement Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Section 16.1Sub-section 15.1, and as further described in Exhibit N, DCFS/Probation Group Home Foster Care Agreement Investigation/Monitoring/Audit Remedies and Procedures.

#### 16.3 15.3 Do Not Refer Status

~~Notwithstanding any other provision of this Agreement, COUNTY retains the right to suspend referrals of children to CONTRACTOR by placing CONTRACTOR on DNR Status, when COUNTY reasonably believes, in its sole discretion, based upon prima facie evidence that CONTRACTOR has engaged in conduct which may jeopardize a Placed Child or Children; there has been a serious event that may implicate CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/programmatic requirement of this Agreement for which CONTRACTOR failed to take corrective action (when appropriate) pursuant to Section 16.1, and as further described in Exhibit N.~~

~~When DNR Status is implemented, a CAP will be established, as provided in Exhibit N. DNR Status is removed if CONTRACTOR conforms to the CAP in~~

~~terms of content and timeframe. Notwithstanding any other provision of this Agreement Contract, COUNTY retains the right to suspend referrals of children to CONTRACTOR by placing CONTRACTOR on Do Not Refer Status (DNR Status), when COUNTY reasonably believes, in its sole discretion based upon prima facie evidence that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/programmatic requirement of this Agreement Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Section 16.1 Sub-section 15.1, and as further described in Exhibit N, DCFS/Probation Group Home Foster Care Agreement Investigation/Monitoring/Audit Remedies and Procedures.~~

~~When DNR Status is implemented, a CAP may be established, as provided in Exhibit N, DCFS/Probation Group Home Foster Care Agreement Investigation/Monitoring/Audit Remedies and Procedures. DNR Status is removed if the CONTRACTOR conforms to the CAP in terms of content and timeframe, or as provided in Exhibit N, DCFS/Probation Group Home Foster Care Agreement Investigation/Monitoring/Audit Remedies and Procedures.~~

#### ~~16.4~~ ~~15.4~~ Do Not Use Status

~~Notwithstanding any other provision of this Agreement, COUNTY retains the right to remove or cause to be removed any or all Placed Children from CONTRACTOR's care by placing CONTRACTOR on DNU Status, when COUNTY reasonably believes, in its sole discretion, based upon prima facie evidence that CONTRACTOR has engaged in conduct which may jeopardize a Placed Child or Children; there has been a serious event that may implicate CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/programmatic requirement of this Agreement for which CONTRACTOR failed to take corrective action (when appropriate) pursuant to Section 16.1, and as further described in Exhibit N.~~

~~Under unique, warranted circumstances, a DNU Status may be rescinded, as provided in Exhibit N. Notwithstanding any other provision of this Agreement Contract, COUNTY retains the right to remove or cause to be removed any or all Placed Children from the CONTRACTOR's care by placing CONTRACTOR on Do Not Use Status (DNU Status), when COUNTY reasonably believes, in its sole discretion, based upon prima facie evidence that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/programmatic requirement of this Agreement Contract for which the CONTRACTOR failed to take corrective action (when~~

appropriate) pursuant to Section 16.1 Sub-section 15.1, and as further described in Exhibit N, DCFS/Probation Group Home Foster Care Agreement Investigation/Monitoring/Audit Remedies and Procedures.

Under unique, warranted circumstances, a DNU Status may be rescinded, as provided in Exhibit N, DCFS/Probation Group Home Foster Care Agreement Investigation/Monitoring/Audit Remedies and Procedures.

#### 16.5 15.5 Notice Requirements

~~COUNTY will notify CONTRACTOR verbally and in writing if CONTRACTOR has been placed on Hold Status, or if COUNTY intends to recommend DNR or DNU Status within 72 hours of taking such action. To the extent possible and reasonable, and without interfering with any law enforcement investigation, and consistent with statutes and regulations related to confidentiality laws, COUNTY will discuss with CONTRACTOR the reason(s) for placing CONTRACTOR on Hold Status, or for recommending DNR or DNU Status. Due to confidentiality laws, often only general information can be provided unless a Welfare and Institutions Code Section 827 petition is filed with the Juvenile Court. CONTRACTOR may choose to seek authorization from the Juvenile Court to access additional documentation and information pertaining to the allegations and to use such documentation and information during the Recommendation Conference. The authorization/approval must be in writing from the Court.~~

~~When DNR or DNU Status is recommended, the written notification letter also serves to invite CONTRACTOR to participate at a scheduled date and time in a Recommendation Conference and includes a deadline by which CONTRACTOR must indicate its intent to participate in the Recommendation Conference (please refer to Exhibit N). COUNTY will notify CONTRACTOR in writing within 72 hours of DCFS'/Probation's decision to place CONTRACTOR on Hold or intention to implement Do Not Refer, or Do Not Use Status. Child Safety/Endangerment/Insurance Provisions Holds. Verbal notification of such actions will be provided prior to or at the time of CONTRACTOR's placement on Hold/DNR/DNU Status to the extent possible. To the extent possible and reasonable, and without interfering with any law enforcement investigation, and consistent with statutes and regulations related to confidentiality laws, notification will include the reason(s) for placing CONTRACTOR on Hold Status, or implementing Do Not Refer or Do Not Use Status.~~

COUNTY will notify CONTRACTOR in writing within 15 days of DCFS'/Probation's decision to place CONTRACTOR on Administrative (except Insurance Provisions) Holds. Verbal notification of such actions will be provided prior to or at the time of CONTRACTOR's placement on Hold/DNR/DNU Status to the extent possible. To the extent possible and reasonable, and without interfering with any law enforcement investigation, and consistent with statutes

and regulations related to confidentiality laws, notification will include the reason(s) for placing CONTRACTOR on Hold Status.

When DNR or DNU Status is recommended, the written notification letter will also invite CONTRACTOR to participate in a Review Conference (as described in Exhibit N) to discuss the COUNTY's decision and include a deadline by which the CONTRACTOR must indicate its intent to participate in the Review Conference (please refer to Exhibit N, DCFS/Probation Group Home Foster Care Agreement Investigation/Monitoring/Audit Remedies and Procedures).

#### **16.6 15.6** Disagreement with Decision

CONTRACTOR may address COUNTY action with representatives from COUNTY and may challenge COUNTY action in accordance with DCFS local agency policies and procedures (please refer to Exhibit N) then in effect, and thereafter, CONTRACTOR may appeal through the dispute resolution procedures described in Section 57.0 herein. CONTRACTOR may challenge the COUNTY action in accordance with DCFS/Probation local agency policies and procedures (please refer to Exhibit N) then in effect, and thereafter, CONTRACTOR may appeal through the dispute resolution procedures described in Part I, Section 57.0 19.0 herein.

#### **16.7 15.7** Termination **Hold** Status

Nothing in Section 16.0 shall preclude COUNTY from terminating this Agreement for convenience or for default. Notwithstanding any other provision of this Agreement, in the event either COUNTY or CONTRACTOR terminates this Agreement for convenience or for default, COUNTY shall suspend referrals of children to CONTRACTOR and remove, or cause to be removed, all Placed Children from CONTRACTOR's supervision. In such event, no DCFS local agency grievance policies and procedures will occur. Nothing herein shall preclude the COUNTY from terminating this Agreement Contract for convenience or for default. Notwithstanding any other provision of this Agreement Contract, in the event either COUNTY or CONTRACTOR terminates this Agreement Contract for convenience or for default, COUNTY shall suspend referrals of children to CONTRACTOR and remove, or cause to be removed, all Placed Children from the CONTRACTOR's supervision. In such event, no DCFS/Probation local agency grievance policies and procedures will occur.

### **17.0 26.0** MUTUAL INDEMNIFICATION

**17.1 26.1** CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its Special Districts, elected and appointed officers, employees, and agents (COUNTY) from and against any and all liability and expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, property

damage, and/or violation of any applicable Municipal, County, State, and Federal laws and regulations, Court Rules or ordinances resulting from or connected with CONTRACTOR's acts or omissions resulting from its performance of this Agreement Contract but only in proportion to and to the extent such liability, expense or damage is caused by any negligent or willful act or omission of CONTRACTOR, its employees or agents.

~~17.2 26.2~~ CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its agents, officers and employees from any and all CONTRACTOR employee Worker's Compensation suits, liability, or expense resulting from its performance of this Agreement and will bear the sole responsibility and liability for furnishing Worker's Compensation benefits in an amount and form to meet the State of California's statutory requirements, as set forth in Section 19.3, to any and all CONTRACTOR personnel for injuries arising from or connected with Services performed under this Agreement. CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its agents, officers and employees from any and all CONTRACTOR employee Worker's Compensation claims, suits, liability, or expense resulting from its performance of this Agreement Contract and will bear the sole responsibility and liability for furnishing Worker's Compensation benefits in an amount and form to meet the State of California's statutory requirements, and in amounts as set forth in Part I, Section 19.3 Sub-section 6.3, to any and all CONTRACTOR personnel for injuries arising from or connected with Services performed under this Agreement Contract.

~~17.3 26.3~~ CONTRACTOR shall indemnify COUNTY, and hold it harmless from any and all loss, damage, costs, and expenses, including reasonable attorney's fees, suffered or incurred on account of any breach by CONTRACTOR of the aforementioned obligations and covenants. CONTRACTOR shall indemnify COUNTY, and hold it harmless from any and all loss, damage, costs, and expenses, including reasonable attorney's fees, suffered or incurred on account of any breach by CONTRACTOR of the obligations and covenants described in Sub-sections 17.1 and 17.2 26.1 and 26.2.

~~17.4 26.4~~ COUNTY shall indemnify, defend, and hold harmless CONTRACTOR, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage resulting from or connected with COUNTY's acts or omissions, resulting from its performance of this Agreement Contract but only in proportion to and to the extent such liability, expense or damage is caused by any negligent or willful act or omission of COUNTY, its Special Districts, elected and appointed officers, employees, or agents.

~~17.5 26.5~~ COUNTY shall indemnify, defend, and hold harmless CONTRACTOR, its agents, officers and employees from any and all COUNTY employees

Worker's Compensation suits, liability, or expense resulting from its performance of this Agreement Contract and will bear the sole responsibility and liability for furnishing Worker's Compensation benefits in an amount and form to meet the State of California statutory requirements to any and all COUNTY personnel for injuries arising from or connected with Services performed under this Agreement Contract.

~~17.6~~ 26.6 COUNTY shall indemnify CONTRACTOR, and hold it harmless from any and all loss, damage, costs and expenses, including reasonable attorney's fees, suffered or incurred on account of any breach by COUNTY of the aforementioned obligations and covenants. COUNTY shall indemnify CONTRACTOR, and hold it harmless from any and all loss, damage, costs and expenses, including reasonable attorney's fees, suffered or incurred on account of any breach by COUNTY of the obligations and covenants described in Sub-sections ~~17.4 and 17.5~~ 26.4 and 26.5.

## **18.0 5.0 GENERAL INSURANCE REQUIREMENTS**

Without limiting CONTRACTOR's and COUNTY's mutual indemnification, and during the term of this Agreement Contract, CONTRACTOR shall provide and maintain, and shall require of all of its Subcontractors (except as noted in Section 19.4 Sub-section 6.1) to maintain, the following programs of insurance specified in this Agreement Contract, including those insurance coverage requirements listed in Section ~~19.0~~ 6.0. Such insurance shall be primary to any other insurance or self-insurance programs maintained by COUNTY, with respect to liability resulting from or connected to CONTRACTOR's acts or omissions, and such coverage shall be provided and maintained at CONTRACTOR's own expense.

**18.1 5.1** Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to:

County of Los Angeles  
Department of Children and Family Services  
Attention: Walter Chan, Manager  
Contracts Administration  
425 Shatto Place, Room 400  
Los Angeles, CA 90020

prior to commencing Services under this Agreement Contract. Such certificates or other evidence shall:

**18.1.1 5.1.1** Specifically identify this Agreement Contract.

**18.1.2 5.1.2** Clearly evidence all coverages required in this Agreement Contract.

**18.1.3 5.1.3** Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) Days in advance of cancellation for all policies evidenced on the certificate of insurance.

**18.1.4 5.1.4** Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this **Agreement Contract**.

**18.2 5.2** Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY. Such approval will not be unreasonably withheld.

**18.3 5.3** Failure to Maintain Coverage: Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of this **Agreement Contract** upon which COUNTY may immediately terminate or suspend this **Agreement Contract**. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach.

**18.4 5.4** Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY:

**18.4.1 5.4.1** Any accident or incident relating to Services performed under this **Agreement Contract** which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.

**18.4.2 5.4.2** Any third party claim or lawsuit filed against CONTRACTOR arising from or related to Services performed by CONTRACTOR under this **Agreement Contract**.

**18.4.3 5.4.3** Any injury to a CONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-Employee Injury Report" to COUNTY Program Manager.

**18.4.4 5.4.4** Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this **Agreement Contract**.

**18.5 5.5** Compensation for COUNTY Costs: In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this **Agreement Contract**, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

**18.6 5.6** Insurance Coverage Requirements for Subcontractors: CONTRACTOR shall ensure any and all Subcontractors performing Services under this Agreement Contract, consistent with ~~Section 19.1~~ **Sub-section 6.1**, meet the insurance requirements of this Agreement Contract by either:

**18.6.1 5.6.1** CONTRACTOR providing evidence of insurance covering the activities of Subcontractors, or

**18.6.2 5.6.2** CONTRACTOR providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

**19.0 6.0 INSURANCE COVERAGE REQUIREMENTS**

**19.1 6.1** ~~General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:~~

General Aggregate (if CONTRACTOR's facility has a total licensed capacity of seven or more beds):	\$2 million
General Aggregate (if CONTRACTOR's facility has a total licensed capacity of six or less beds):	\$1 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	

~~Note: General Aggregate limits for Subcontractors shall be not less than \$1 million.~~

~~General Liability insurance written on the commercial general liability ISO form CG 00 01 (occurrence) or its equivalent. Coverage written on the commercial general liability ISO form CG 00 02 (claims-made) shall be considered equivalent providing the CONTRACTOR commits to maintain such coverage for not less than two years, or provide a two year extended reporting period, commencing upon termination or cancellation of this agreement. In all cases, such general liability coverage shall include limits of not less than the following:~~

General Aggregate (if CONTRACTOR's facility has a total licensed capacity of seven or more beds):	\$2 million
General Aggregate (if CONTRACTOR's facility has a total licensed capacity of six or less beds):	\$1 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

**Note: General Aggregate limits for Subcontractors shall be not less than \$1 million.**

**19.2 6.2** Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all “owned,” “hired” and “non-owned” vehicles, or coverage for “any auto,” and include a deductible no greater than \$1,000 in accordance with County Code (Section 2.38.060).

**19.3 6.3** Workers’ Compensation and Employer’s Liability insurance providing workers’ compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. ~~If CONTRACTOR’s employees will be engaged in maritime employment, coverage shall provide workers’ compensation benefits as required by the U.S. Longshore and Harbor Workers’ Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible.~~

In all cases, the above insurance also shall include Employers’ Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million

**19.4 6.4** Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of CONTRACTOR, its officers or employees with limits of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate if CONTRACTOR’s facility has a total licensed capacity of seven or more beds and one million dollars (\$1,000,000) aggregate if CONTRACTOR’s facility has a total licensed capacity of six or less beds. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this **Agreement Contract**, unless an occurrence policy is in place with coverage for prior acts.

**For Group Homes on County owned Property, the following additional coverage is required:**

**6.5 Property Coverage:** Such an insurance shall be endorsed naming the COUNTY of Los Angeles as loss payee, provide deductibles of no greater than 5% of the property value.

**20.0 8.0 NOTICES**

**20.1 8.1** Unless otherwise specifically provided in this **Agreement Contract**, all notices to COUNTY shall be given in writing, sent by certified mail, return receipt requested, by enclosing the same in a sealed envelope addressed to the intended party and by depositing such envelope with postage prepaid in the United States Post Office or any substation or public letterbox. All notices to COUNTY shall be sent by certified mail, return receipt requested in duplicate addressed to the following:

County of Los Angeles  
Department of Children and Family Services  
Attention: Walter Chan, Manager  
Contracts Administration  
425 Shatto Place, Room 400  
Los Angeles, CA 90020

AND

Probation Department  
Central Placement Office  
1605 Eastlake Avenue, Room **509 512B**  
Los Angeles, California 90033

Unless otherwise specifically provided in this **Agreement Contract**, all notices to CONTRACTOR shall be given in writing, by enclosing the same in a sealed envelope addressed to the intended party and by depositing such envelope with postage prepaid in the United States post Office or any substation or public letterbox. All notices to CONTRACTOR shall be sent to CONTRACTOR:

Attention: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

as indicated on Exhibit GG, Contractor's Administration, or such other person and/or location as may hereinafter be designated in writing by CONTRACTOR.

**20.2 8.2** All notifications from COUNTY enclosing an amendment or new or revised policy, procedure, protocol or exhibit to this **Agreement Contract** shall be sent by mail.

**20.3 8.3** All written notification from COUNTY regarding CAPs, Hold Status, DNR or DNU Status shall be sent by certified mail, return receipt requested.

**21.0 5.0 CHANGES AND AMENDMENTS**

COUNTY reserves the right to change any portion of the work required under this Agreement Contract, or make amendment to such other terms and conditions as may become necessary. COUNTY shall give CONTRACTOR thirty (30) Days prior written notice delivered by certified mail, return receipt requested, of its intent to make such changes and amendments hereunder. Any significant cost impact associated with such an amendment shall be addressed in developing the amendment. A significant cost impact is defined as an incremental cost of \$1,200 annually on a cumulative basis. Such revisions shall be in writing and shall be accomplished in the following manner:

21.1 5.1 Exhibits A-I, A-III, A-V, A-VI, A-VIII through A-XII, G, J, L, M, N, O, Q, R, S, T, U, and V, may be changed unilaterally by COUNTY to reflect changes in County, State and Federal law, regulation, and ordinances, court orders, and court rules or in COUNTY policies or procedures, provided that such changes to these exhibits reflecting modifications to COUNTY policies or procedures with significant cost impact on CONTRACTOR must be amended pursuant to Section 21.2 Sub-section 5.2. Amendments made pursuant to this Section 21.1 Sub-section 5.1 shall be effective upon delivery of a replacement exhibit by certified mail, return receipt requested, to the address of CONTRACTOR set forth in Part I, Section 20.0 8.0, Notices. CONTRACTOR shall be responsible for monitoring changes and/or amendments to any and all laws, regulations, ordinances and/or court rules governing or impacting this Agreement Contract. CONTRACTOR shall at all times remain in compliance with all such laws, regulations, ordinances and/or court rules, whether or not COUNTY has delivered a replacement exhibit.

21.2 5.2 For any change which does not have a significant cost impact, affect the scope of work, period of performance, payments, or which does not materially alter any term or condition included in this Agreement Contract, or for any change in CONTRACTOR's Program Statement, or for any change to exhibits described in Section 21.1 Sub-section 5.1 with significant cost impact on CONTRACTOR, a change notice shall be prepared by COUNTY, and executed by CONTRACTOR and Program Directors or designee. As used herein, the term "materially alter" is defined as being a change, which, in the sole discretion of COUNTY, warrants execution, by the Board of Supervisors.

21.3 5.3 Except as provided in Part I, Section 3.0, TERM AND TERMINATION, for any change not covered by Sections 21.1 or 21.2 Sub-sections 5.1 or 5.2, an amendment to this Agreement Contract shall be prepared, by COUNTY, signed by CONTRACTOR, and thereafter submitted to COUNTY's Board of Supervisors for consideration and, if approved, execution.

## **22.0 2.0 ASSIGNMENT/DELEGATION OF RIGHTS ASSIGNMENT AND DELEGATION**

22.1 2.1 ~~CONTRACTOR shall not assign its rights or delegate its duties hereunder, either in whole or in part, without the prior written consent of the Los~~

~~Angeles County Board of Supervisors or the Program Directors in the event the Program Directors have the delegated authority to consent. Any attempted assignment and/or delegation without said consent shall constitute a default under Section 32.0, Events of Default herein and shall be voidable at the election of COUNTY. If CONTRACTOR is a corporation, partnership, limited liability company or other entity, then an assignment requiring COUNTY's consent hereunder shall also include (1) any sale, exchange, assignment, divestment or change in members, directors or officers, which results in giving majority control of CONTRACTOR to any person(s) or legal entity other than the majority in control of CONTRACTOR at the time of execution of this Agreement; (2) any withdrawal or change of shareholders, members, directors or other persons named on CONTRACTOR's Community Care license application (which significantly changes CONTRACTOR's program as it existed at the time of the execution of this Agreement; or (3) any change in the licensee under CONTRACTOR's Community Care license. Any payments by COUNTY to CONTRACTOR or its assignee, or acceptance of any payments by COUNTY from CONTRACTOR or its assignee on any claim under this Agreement shall not waive or constitute such COUNTY consent. CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County. Any unapproved assignment or delegation shall be null and void. Any payments by COUNTY to any approved delegate or assignee on any claim under the Contract shall be deductible, at COUNTY's sole discretion, against the claims, which the CONTRACTOR may have against COUNTY.~~

~~22.2 2.2 Upon assignment and/or delegation, each and all of the provisions, agreements, terms, covenants and conditions herein contained, shall be binding upon both CONTRACTOR and upon any assignee/delegatee thereof. If any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, may result in the termination of this Contract.~~

~~2.2.1 Any withdrawal or change of shareholders, members, directors or other persons named on CONTRACTOR's Community Care license application (which significantly changes CONTRACTOR's program as it existed at the time of the execution of this Contract) or any change in the license under CONTRACTOR's Community Care license is an assignment requiring COUNTY consent.~~

~~2.2.2 Any payments by COUNTY to CONTRACTOR or its assignee, or acceptance of any payments by COUNTY from CONTRACTOR or its assignee on any claim under this Contract shall not waive or constitute COUNTY consent.~~

2.2.3 Upon assignment and/or delegation, each and all of the provisions, agreements, terms, covenants, and conditions herein contained, shall be binding upon both CONTRACTOR and upon any assignee/delegate thereof.

~~22.3~~ 2.3 COUNTY's consent may be reasonably withheld if, among other things, the proposed assignee fails to meet the requirements for contracting satisfied by the original CONTRACTOR and/or the then current COUNTY or State contracting requirements for this or similar Agreement. COUNTY may require, as a condition to its consent to assignment, that the assignee enter into an Agreement utilizing then current standard COUNTY documentation for this or similar Agreement. Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, Subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the Contract which may result in the termination of the Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

~~22.4~~ Any payments by COUNTY to any delegatee or assignee on any claim under this Agreement shall reduce dollar for dollar any claims which CONTRACTOR may have against COUNTY and shall be subject to set-off, recoupment, or other reduction for any claims which COUNTY may have against CONTRACTOR, whether under this Agreement or otherwise.

## **23.0** 33.0 SUBCONTRACTING

~~23.1~~ 33.1 No performance of this Agreement or any portion thereof may be subcontracted by CONTRACTOR without the express written authority of COUNTY Program Directors. Any attempt by CONTRACTOR to Subcontract performance of any of the terms of this Agreement, in whole or in part, without said consent shall be null and void and shall constitute a breach of the terms of this Agreement, upon which Agreement may be terminated in accordance with Section 33.0, Termination for CONTRACTOR's Default. CONTRACTOR shall submit each Subcontract to COUNTY for written approval prior to Subcontractor performing any work hereunder. The requirements of this Contract may not be subcontracted by the CONTRACTOR without the advance approval of the COUNTY. Any attempt by the CONTRACTOR to subcontract without the prior consent of the COUNTY may be deemed a material breach of this Contract.

~~23.2~~ 33.2 All of the provisions of this Agreement and any Amendment(s) hereto shall extend to and be binding upon Subcontractors, provided that assignment or delegation of rights under a Subcontract by Subcontractors shall not require

~~COUNTY approval. CONTRACTOR shall include in all Subcontracts the following provision: "This Agreement is a Subcontract under the terms of a prime contract with COUNTY of Los Angeles. All representations and warranties contained in this Subcontract shall inure to the benefit of COUNTY of Los Angeles." CONTRACTOR shall ensure that Subcontractors agree in writing to be bound by any of the provisions of the Agreement which CONTRACTOR is subcontracting. If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly at the COUNTY's request:~~

~~33.2.1 A description of the work to be performed by the Subcontractor;~~

~~33.2.2 A draft copy of the proposed subcontract; and~~

~~33.2.3 Other pertinent information and/or certifications requested by the COUNTY.~~

~~23.3 33.3 CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability arising or resulting from the use of any Subcontractor and its employees in the same manner and to the same extent that CONTRACTOR indemnifies COUNTY from any and all liability arising from or resulting from the actions or omissions of its own employees. CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were CONTRACTOR employees.~~

~~33.4 CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY's approval of the CONTRACTOR's proposed subcontract.~~

~~33.5 COUNTY's consent to subcontract shall not waive the COUNTY's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The CONTRACTOR is responsible to notify its Subcontractors of this COUNTY right.~~

~~33.6 COUNTY's Program Manager is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and Subcontractor employees.~~

~~23.4 33.7 CONTRACTOR shall obtain the following from each Subcontractor before any Subcontractor employee may perform any work under any Subcontract to this Agreement Contract. CONTRACTOR shall maintain and make available upon request of Program Managers all the following documents:~~

~~23.4.1 33.7.1 An executed Contractor Employee Acknowledgment and Confidentiality Agreement (Exhibit D) executed by each~~

Subcontractor and each of Subcontractor's employees approved to perform work hereunder.

**23.4.2** **33.7.2** Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by Section **19.0 6.0**, Insurance Coverage Requirements, of this **Agreement Contract**.

**23.4.3** **33.7.3** The Tax Identification Number of the Subcontracting agency to be placed on the signature page of the Subcontract. This Tax Identification Number shall not be identical to CONTRACTOR's Tax Identification Number.

**23.5** **33.8** CONTRACTOR shall provide COUNTY's Program Managers with copies of all executed Subcontracts.

**23.6** **33.9** No Subcontract shall alter in any way any legal responsibility of CONTRACTOR to COUNTY. CONTRACTOR shall remain responsible for any and all performance required of it under this **Agreement Contract**, including, but not limited to, the obligation to properly supervise, coordinate, and perform all work required hereunder.

**23.7** **33.10** Notwithstanding any other provision of this **Agreement Contract**, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this **Agreement Contract**.

**23.8** **33.11** CONTRACTOR shall be solely liable and accountable for any and all payments and other compensation to all Subcontractors engaged hereunder and their officers, employees, and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for any Subcontractor or their officers, employees, and agents.

## **24.0** **23.0** INDEPENDENT CONTRACTOR STATUS

This **Agreement Contract** is by and between COUNTY and CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association, as between COUNTY and CONTRACTOR. CONTRACTOR understands and agrees that all persons furnishing Services to COUNTY pursuant to this **Agreement Contract** are, for purposes of Workers' Compensation liability, employees solely of CONTRACTOR and not of COUNTY. CONTRACTOR shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with Service to COUNTY provided pursuant to this **Agreement Contract**.

## **25.0** **38.0** COVENANT AGAINST CONTINGENT FEES

**25.1 38.1** CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this **Agreement Contract** for either a flat fee, a percentage commission or any other form of remuneration.

**25.2 38.2** For breach or violation of this covenant, COUNTY shall have the right to terminate this **Agreement Contract** and/or, at its sole discretion, require CONTRACTOR to repay any funds converted to such use prior to any payment for past work or performance of any future work.

## **26.0 30.0 DISCLOSURE OF INFORMATION**

**26.1 30.1** In recognizing CONTRACTOR's need to identify its Services and related clients to sustain itself, COUNTY shall not inhibit CONTRACTOR from publicizing its role under this **Agreement Contract** within the following conditions:

**26.1.1 30.1.1** CONTRACTOR shall develop all publicity material in a professional manner and subject to **Part 1**, Section **42.0 9.0**, Confidentiality, of this **Agreement Contract**.

**26.1.2 30.1.2** During the course of performance of this **Agreement Contract**, CONTRACTOR, its employees, agents, and Subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the name of COUNTY without the prior written consent of COUNTY. Said consent shall not be unreasonably withheld, and approval by COUNTY may be assumed in the event no adverse comments are received in writing two (2) weeks after submittal.

**26.1.3 30.1.3** CONTRACTOR may, without prior written permission of COUNTY, indicate in its proposals and sales material that it has been awarded a contract to provide Services, provided, however, that the requirements of this provision shall apply.

## **27.0 9.0 COMPLIANCE WITH APPLICABLE LAWS**

**27.1 9.1** CONTRACTOR shall conform to and abide by all applicable Municipal, COUNTY, State and Federal laws and regulations, court rules, and ordinances, insofar as the same or any of them are applicable. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed Services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction thereover.

**27.1.1** **9.1.1** CONTRACTOR acknowledges that this **Agreement Contract** will be funded, in part, with federal funds; therefore, CONTRACTOR agrees that it shall comply with all applicable federal laws and regulations pertaining to such federal funding. Said federal laws and regulations include, but are not limited to, 45 CFR Section 92.36, et seq.

**27.1.2** **9.1.2** CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include but is not limited to the confidentiality provisions of Section 827 and Section 10850 of the WIC and MPP Division 19, as further described in Section 12, Confidentiality, of this **Agreement Contract**.

**27.1.3** **9.1.3** CONTRACTOR agrees to comply fully with the terms of Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).

**27.2** **9.2** Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this **Agreement Contract** and may result in termination of this **Agreement Contract**, in accordance with Section 33.0-34.0, Termination for CONTRACTOR's Default, of this **Agreement Contract**.

CONTRACTOR agrees to indemnify and hold COUNTY harmless from any loss, damage or liability resulting from a violation on the part of CONTRACTOR, its employees, agents or Subcontractors of such laws, regulations, rules, policies, standards or ordinances as described in ~~Sections—Sub-sections 27.1 9.1~~ hereof and **29.1 25.1** Non-Discrimination in Employment.

## **28.0** **10.0 COMPLIANCE WITH CIVIL RIGHTS LAWS**

CONTRACTOR hereby assures that it will comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1973, where applicable, and Title 43, Part 17 of the Code of Federal Regulations Subparts A and B, to the end that no persons shall on the grounds of race, creed, color, national origin, political affiliation, marital status, sex, age, or handicap be subjected to discrimination under the privileges and use granted by this **Agreement Contract** or under any project, program or activity supported by this **Agreement Contract**.

## **29.0** **25.0 NON-DISCRIMINATION IN EMPLOYMENT**

**29.1** **25.1** CONTRACTOR certifies and agrees that all persons under its employ, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, religion, color, national origin, political affiliation, marital status, sex, age, or handicap, in compliance with all applicable Federal and State non-discrimination laws and regulations. This includes

compliance with Executive Order 11246 entitled "Equal Employment Opportunity," Executive Order 11375 and as supplemented in the Department of Labor Regulations (41 CFR Part 60).

**29.2 25.2** CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, religion, color, national origin, political affiliation, marital status, sex, age, or handicap. Such action shall include but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

**29.3 25.3** CONTRACTOR shall deal with its Subcontractors, bidders, or vendors without regard to or because of race, religion, color, national origin, political affiliation, marital status, sex, age, or handicap.

**29.4 25.4** CONTRACTOR shall provide access for COUNTY's representatives to inspect CONTRACTOR's employment records during regular business hours in order to verify compliance with the provisions of this Section when so requested by COUNTY, in accordance with applicable state and federal law.

**29.5 25.5** If COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which COUNTY may determine to terminate this **Agreement Contract**. COUNTY reserves the right to determine independently whether the non-discrimination provisions of this **Agreement Contract** have been violated. In addition, a determination by the California Fair Employment Opportunity Commission that CONTRACTOR has violated State or Federal non-discrimination laws or regulations shall constitute a finding by COUNTY that CONTRACTOR has violated the non-discrimination provisions of this **Agreement Contract**.

**29.6 25.6** The parties agree that in the event CONTRACTOR violates the non-discrimination provisions of this **Agreement Contract**, COUNTY shall, at its option, be entitled to a sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating this **Agreement Contract**.

### **30.0 26.0 NON-DISCRIMINATION IN SERVICES**

In the performance of this **Agreement Contract** CONTRACTOR shall not discriminate in the delivery of Services on the basis of race, religion, color, creed, national origin, sex, sexual orientation, age, condition of physical or mental handicap, marital status or political affiliation. CONTRACTOR shall comply with the Civil Rights Act of 1964, Government Code Section 11135 and all other applicable laws and regulations, in addition to complying with CONTRACTOR's CDSS, CCLD license. COUNTY and CONTRACTOR agree that CONTRACTOR will accept or reject children for placement consistent with CONTRACTOR's

Program Statement and in compliance with CONTRACTOR's license. Such determination may not be arbitrary and capricious, unreasonable or discriminatory.

## **31.0 8.0 GRIEVANCES**

CONTRACTOR shall establish written procedures to resolve grievances by CONTRACTOR's staff.

## **32.0 21.0 EVENTS OF DEFAULT**

### **32.1 21.1 Default for Non-Performance**

COUNTY may terminate the whole or any part of this Agreement Contract either immediately or within such longer time period as noticed by COUNTY, if COUNTY determines, at its sole discretion, that any of the following circumstances exist:

**32.1.1 21.1.1** CONTRACTOR has made a material misrepresentation in the Program Statement; or

**32.1.2 21.1.2** CONTRACTOR fails to comply with or perform any material provision of this Agreement Contract; or

**32.1.3 21.1.3** Notice is given by CDSS that CONTRACTOR's RCL rate will be terminated. Actual termination of the rate is not required for default pursuant to this provision.

### **32.2 21.2 Default for Insolvency**

COUNTY may terminate this Agreement Contract for default for insolvency in the event of the occurrence of any of the following:

**32.2.1 21.2.1** CONTRACTOR ceases to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has filed for bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

**32.2.2 21.2.2** The filing of a voluntary petition in bankruptcy;

**32.2.3 21.2.3** The appointment of a Receiver or Trustee for CONTRACTOR;

**32.2.4 21.2.4** The execution by CONTRACTOR of an assignment for the benefit of creditors.

### **32.3 21.3 Other Events of Default**

Determination by COUNTY, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by CONTRACTOR in violation of State and/or Federal laws thereon.

**33.0 34.0 TERMINATION FOR CONTRACTOR'S DEFAULT**

~~33.1~~ ~~34.1~~ Upon determining the existence of any one or more of the circumstances heretofore described in Section ~~32.0~~ ~~21.0~~, Events of Default, this ~~Agreement Contract~~ may be subject to termination, by the Board of Supervisors, either immediately or within such longer time period as noticed by COUNTY.

~~33.2~~ ~~34.2~~ ~~In the event COUNTY terminates this Agreement in whole or in part as provided in this Section, COUNTY may recover damages to the extent permitted by applicable law, subject to the terms of the Dispute Resolution Procedure, Section 57.0. In the event COUNTY terminates this Agreement Contract in whole or in part as provided in this Section, COUNTY may recover damages to the extent permitted by applicable law, subject to the terms of the Dispute Resolution Procedures, Part I, Section 57.0 19.0.~~

~~After receipt of a notice of termination, CONTRACTOR shall submit to COUNTY in the form and with the certification as may be prescribed by COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly. COUNTY will not accept any such invoice submitted later than three (3) months from the effective date of termination. Upon failure of CONTRACTOR to submit its termination claim and invoice within the time allowed, COUNTY may determine, on the basis of information available to COUNTY, the amount, if any, due to CONTRACTOR in respect to the termination, and such determination shall be final. After such determination is made, COUNTY shall pay CONTRACTOR the amount so determined as full and complete satisfaction of all amounts due CONTRACTOR under this Agreement Contract for any terminated Services, provided that such amounts may be offset against any amounts COUNTY claims are due from CONTRACTOR pursuant to the terms of this Agreement Contract.~~

~~33.3~~ ~~34.3~~ ~~CONTRACTOR shall not be liable, if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes may include, but not be limited to: acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, acts of Federal or State Governments in their sovereign capacities, fires, floods, epidemics, riots, earthquakes, quarantine restrictions, strikes, freights embargoes and unusually severe weather, but in every case, the failure to perform must be beyond the control and without the fault or negligence of CONTRACTOR. CONTRACTOR shall not be liable, if its failure to perform this Agreement Contract arises out of causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes may include, but not be~~

limited to: acts of God or of the public enemy, acts of Federal, State or County Governments in their sovereign capacities, fires, floods, epidemics, riots, earthquakes, quarantine restrictions, strikes, freights embargoes and unusually severe weather, but in every case, the failure to perform must be beyond the control and without the fault or negligence of CONTRACTOR.

~~33.4~~ ~~34.4~~ If, after COUNTY has given notice of termination under the provisions of this Section, it is determined by COUNTY that CONTRACTOR was not in default under the provisions of this Section, the Agreement Contract will remain in full force and effect.

### **~~34.0~~ 36.0 TERMINATION FOR IMPROPER CONSIDERATION**

~~34.1~~ ~~36.1~~ COUNTY may, by written notice to CONTRACTOR, immediately terminate ~~this Agreement Contract~~ the right of the CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing this Agreement Contract or securing favorable treatment with respect to the award, amendment or extension of this Agreement Contract or the making of any determinations with respect to CONTRACTOR's performance pursuant to this Agreement Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

~~34.2~~ ~~36.2~~ CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to COUNTY manager charged with the supervision of the employee or to COUNTY Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

~~34.3~~ ~~36.3~~ Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

### **~~35.0~~ TERMINATION FOR CONVENIENCE**

35.1 The performance of Services under this Agreement Contract may be terminated in whole or part when such action is deemed by COUNTY to be in its best interest and such termination is approved by the Board of Supervisors. Termination of Services hereunder shall be effected by delivery to CONTRACTOR of a ninety (90) Day advance notice of termination specifying the extent to which performance of Services under this Agreement Contract is terminated and the date upon which such termination becomes effective.

35.2 After approval of the termination by the Board of Supervisors, COUNTY will provide for the continued placement or removal of Placed Children in a

fashion that is consistent with the best interest of children. In addition, CONTRACTOR shall:

35.2.1 Stop Services under this Agreement Contract on the effective date of termination.

35.2.2 Continue to perform, as required by this Agreement Contract until the effective date of termination.

35.3 After receipt of a notice of termination, CONTRACTOR shall submit to COUNTY in the form and with the certification as may be prescribed by COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly. COUNTY will not accept any such invoice submitted later than three (3) months from the effective date of termination. Upon failure of CONTRACTOR to submit its termination claim and invoice within the time allowed, COUNTY may determine, on the basis of information available to COUNTY, the amount, if any, due to CONTRACTOR in respect to the termination, and such determination shall be final. After such determination is made, COUNTY shall pay CONTRACTOR the amount so determined as full and complete satisfaction of all amounts due CONTRACTOR under this Agreement Contract for any terminated Services, provided that such amounts may be offset against any amounts COUNTY claims are due from CONTRACTOR pursuant to the terms of this Agreement Contract.

### **36.0 23.0 TERMINATION OF AGREEMENT CONTRACT BY CONTRACTOR FOR CONVENIENCE**

~~36.1 23.1~~ This Agreement may be terminated when such action is deemed by CONTRACTOR to be in its best interest. Termination of this Agreement shall be effective by the delivery to COUNTY of written notice of termination pursuant to Section 20.0, Notices, specifying the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ninety (90) Days after the notice is sent, unless COUNTY notices CONTRACTOR, pursuant to Section 20.0, Notices, that the termination will be effective in thirty (30) Days. In the event of a breach by COUNTY under this Agreement, CONTRACTOR shall have all remedies available at law, subject to the terms of Section 57.0. This Agreement Contract may be terminated when such action is deemed by CONTRACTOR to be in its best interest. Termination of this Agreement Contract shall be effective by the delivery to COUNTY of written notice of termination pursuant to Part I, Section 20.0 8.0, Notices, specifying the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ninety (90) Days after the notice is sent, unless COUNTY notices CONTRACTOR, pursuant to Section 20.0 8.0, Notices, that the termination will be effective in thirty (30) Days. In the event of a breach by COUNTY under this Agreement Contract.

CONTRACTOR shall have all remedies available at law, subject to the terms of Part I, Section 57.0 19.0 Dispute Resolution Procedures.

CONTRACTOR shall submit to COUNTY in the form and with the certification as may be prescribed by COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly. COUNTY will not accept any such invoice submitted later than three (3) months from the effective date of termination. Upon failure of CONTRACTOR to submit its termination claim and invoice within the time allowed, COUNTY may determine, on the basis of information available to COUNTY, the amount, if any, due to CONTRACTOR in respect to the termination, and such determination shall be final. After such determination is made, COUNTY shall pay CONTRACTOR the amount so determined as full and complete satisfaction of all amounts due CONTRACTOR under this Agreement Contract for any terminated Services, provided that such amounts may be offset against any amounts COUNTY claims are due from CONTRACTOR pursuant to the terms of this Agreement Contract.

36.2 23.2 After receipt of a notice of termination, COUNTY will provide for the continued placement or removal of Placed Children in a fashion that is consistent with the best interest of children.

### **37.0 15.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

37.1 15.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is COUNTY's policy to conduct business only with responsible contractors.

37.2 15.2 CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if COUNTY acquires information concerning the performance of CONTRACTOR on this or other contracts which indicates that CONTRACTOR is not responsible, COUNTY may, in addition to other remedies provided in contract, debar CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts CONTRACTOR may have with COUNTY.

37.3 15.3 COUNTY may debar CONTRACTOR if the Board of Supervisors finds, in its discretion, that CONTRACTOR has done any of the following: (1) violated a term of a contract with COUNTY or a nonprofit corporation created by the COUNTY, (2) committed an act or omission which negatively reflects on CONTRACTOR's quality, fitness or capacity to perform a contract with COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against COUNTY or any other public entity.

~~37.4 15.4~~ If there is evidence that CONTRACTOR may be subject to debarment, DCFS/Probation will notify CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

~~37.5 15.5~~ The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CONTRACTOR and/or CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and the COUNTY shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CONTRACTOR and/or CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and DCFS/Probation shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors. If CONTRACTOR fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, CONTRACTOR may be deemed to have waived all rights of appeal.

~~37.6 15.6~~ After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

~~37.7 15.7~~ These terms shall also apply to Subcontractors/Subconsultants of COUNTY contractors. If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately

demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

15.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

15.9 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

15.10 This Section 15.0 shall also apply to Subcontractors of COUNTY Contractors.

**38.0 22.0 LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS**

38.1 22.1 COUNTY's obligation is payable only and solely from funds appropriated for the purpose of this Agreement Contract.

38.2 22.2 All funds for payment are conditioned upon COUNTY Board of Supervisors' appropriation of sufficient funds for this purpose. Payments during subsequent Fiscal Year periods are dependent upon similar Board of Supervisors' action.

38.3 22.3 In the event COUNTY Board of Supervisors does not allocate sufficient funds for the next succeeding Fiscal Year to meet COUNTY's anticipated obligations to providers under contracts, then Services may be: (1) terminated in their entirety; or (2) reduced in accordance with available funding as deemed necessary by COUNTY. COUNTY shall notify CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

**38.4** **22.4** In the event that COUNTY's Board of Supervisors adopts, any Fiscal Year, a COUNTY budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY contracts, COUNTY reserves the right to reduce its payment obligation correspondingly for that Fiscal Year and any subsequent Fiscal Year for Services provided by CONTRACTOR under this **Agreement Contract**. COUNTY's notice to CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) Days of the Board's approval of such actions, unless this **Agreement Contract** is terminated for convenience.

### **39.0** **12.0** CONFLICT OF INTEREST

**39.1** **12.1** ~~No COUNTY employee whose position in COUNTY enables such employee to influence the award or administration of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR herein, or have any other direct or indirect financial interest in this Agreement. No officer or employee of COUNTY who may financially benefit from the provision of Services hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation of such Services, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such Services. Notwithstanding any other provision of this **Agreement Contract**, no COUNTY employee whose position in COUNTY enables such employee to influence the award or administration of this **Agreement Contract** or any competing **Agreement Contract**, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR herein, or have any other direct or indirect financial interest in this **Agreement Contract**. No officer or employee of COUNTY who may financially benefit from the provision of Services hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation of such Services, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such Services.~~

**39.2** **12.2** No DCFS or Probation employee, either active or on leave status, shall serve as an employee or contractor of CONTRACTOR in any capacity on a full or part-time basis.

**39.3** **12.3** CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this **Agreement Contract**. CONTRACTOR warrants that it is not now aware of any facts which created a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts, which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, without limitation, identification of all persons implicated, and complete description of all relevant circumstances.

**40.0 19.0 EMPLOYEE BENEFITS AND TAXES**

**40.1 19.1** CONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.

**40.2 19.2** COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes which may be imposed in connection with or resulting from this Agreement Contract or CONTRACTOR's performance hereunder.

**41.0 28.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

CONTRACTOR shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Services Notice 1015 (Exhibit L).

**42.0 21.0 AGREEMENT CONTRACT ENFORCEMENT, OUT-OF-HOME CARE CONTRACT PROGRAM MANAGEMENT PLAN, MONITORING, AND REVIEW**

**42.1 21.1** The Program Directors shall be responsible for the enforcement of this Agreement Contract on behalf of COUNTY and shall be assisted therein by those officers and employees of COUNTY having duties in connection with the administration thereof. Program Directors hereby reserves the right to assign such personnel as are needed in order to inspect and review CONTRACTOR's performance of and compliance with all contractual Services, duties, obligations, responsibilities, administrative procedures and staffing as set forth in this Agreement Contract.

**42.2 21.2** CONTRACTOR hereby agrees to cooperate with the Program Directors, Program Managers, and any duly authorized State or Federal government representative, in the review and monitoring of CONTRACTOR's program, records and procedures, as set forth in Part 1, Section 11.0 18.0 , Records and Investigations.

**42.3 21.3** COUNTY or its agent will evaluate CONTRACTOR's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all this Agreement terms and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected may be reported to the Board of Supervisors. The report may include CONTRACTOR's response to these

deficiencies and improvement/ corrective action measures taken by COUNTY and CONTRACTOR. If improvement does not occur in a manner consistent with the corrective action measures, COUNTY may terminate this Agreement or impose other penalties as specified in this Agreement including placing CONTRACTOR on DNR Status or DNU Status (Sections 16.3 and 16.4, respectively). COUNTY or its agent will evaluate CONTRACTOR's performance under this Agreement Contract on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all this Agreement's Contract's terms and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of this Agreement Contract in jeopardy if not corrected may be reported to the Board of Supervisors. The report may include CONTRACTOR's response to these deficiencies and improvement/ corrective action measures taken by COUNTY and CONTRACTOR. If improvement does not occur in a manner consistent with such corrective action measures, COUNTY may terminate this Agreement Contract or take action consistent with Part I, Section 16.0 15.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan.

42.4 21.4 At the request of COUNTY, upon reasonable notice, CONTRACTOR, or its appropriate representative, shall attend meetings and/or training sessions, as determined by COUNTY.

#### **43.0 20.0 EMPLOYMENT ELIGIBILITY VERIFICATION**

CONTRACTOR warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing Services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. CONTRACTOR shall obtain, from all covered employees performing Services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation of all covered employees for the period prescribed by law. CONTRACTOR shall indemnify, defend, and hold harmless, COUNTY, its officers and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing Services under this Agreement Contract.

#### **44.0 18.0 CRIMINAL CLEARANCES**

44.1 18.1 For the safety and welfare of the children to be served under this Agreement Contract, CONTRACTOR agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent contractors, volunteers or Subcontractors who may come in contact with Placed Children in the course of their work, volunteer activity or performance

of the Subcontract and shall maintain such records in the file of each such person.

**44.2** **18.2** CONTRACTOR agrees to follow the requirements for criminal clearances found in California Health and Safety Code Section 1522 (Exhibit F) incorporated herein by reference as though set forth in full. CONTRACTOR shall also perform a Child Abuse Index check for each of its employees.

**44.3** **18.3** CONTRACTOR shall obtain a criminal clearance or an approved criminal record exemption on each individual for whom such clearance or exemption is required, prior to any contact with Placed Children. COUNTY will assist CONTRACTOR in working with the CCLD to ensure minimum waiting time for clearance. CONTRACTOR shall require that individuals with either a clearance or an exemption report any subsequent arrest, conviction, and probation or parole violation, to CONTRACTOR and CCLD within 48 hours.

**44.4** **18.4** CONTRACTOR shall immediately notify COUNTY, if CONTRACTOR learns, from a Child Abuse Index check or other means, of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff or Subcontractor who may come in contact with Placed Children while providing Services under this **Agreement Contract** when such information becomes known to CONTRACTOR.

**45.0** **7.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM CHILD SUPPORT COMPLIANCE PROGRAM**

**45.1** **7.1** ~~The CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through Purchase Order or agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers. Contractor's Warranty of Adherence to County's Child Support Compliance Program~~

**7.1.1** **The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through Purchase Order or Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.**

**45.2** **7.1.2** As required by COUNTY's Child Support Compliance Program (COUNTY Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this **Agreement Contract** to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this **Agreement Contract** maintain in compliance with employment and wage

reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**45.3 7.2 Termination for Breach of Warranty to Maintain Child Support Compliance**

Failure of CONTRACTOR to maintain compliance with the requirements set forth in ~~Section 45.2~~ Sub-section 7.1.2 shall constitute a default by CONTRACTOR under this agreement Contract. Without limiting the rights and remedies available to COUNTY under any other provision of this Agreement Contract, failure to cure such default within ninety (90) Days of notice shall be grounds upon which COUNTY Board of Supervisors may terminate this Agreement Contract pursuant to Section ~~33.0~~ 34.0, Termination for Contractor's Default and pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.202.

**46.0 14.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS/OR REEMPLOYMENT LIST**

**46.1 14.1** Should CONTRACTOR require additional or replacement personnel after the effective date of this Agreement Contract to perform the Services set forth herein, CONTRACTOR shall give first consideration for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a reemployment list during the term of this Agreement Contract.

**46.2 14.2** ~~CONTRACTOR shall notify COUNTY of any new or vacant position(s) within CONTRACTOR's personnel who perform Services set forth herein, by sending via U.S. mail or facsimile, a list denoting any positions(s) for which hiring is anticipated to:~~

Department of Human Resources  
500 West Temple Street, Room 588  
Los Angeles, California 90012  
FAX: (213) 680-2450

**47.0 13.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT**

**47.1 13.1** Should CONTRACTOR require additional or replacement personnel after the effective date of this **Agreement Contract**, CONTRACTOR shall give consideration for any such employment openings to participants in COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for the open position. **For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates.** The COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.

**13.2** In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

~~47.2~~ ~~CONTRACTOR shall send notices to COUNTY's Department of Public Social Services offices(s) located nearest to the job location at the following addresses:~~

~~Region I – West County  
5200 W. Century Blvd.  
Los Angeles, CA 90045~~

~~Region II – West San Fernando Valley  
21415 Plummer St.  
Chatsworth, CA 91311~~

~~Region II – West San Fernando Valley  
Santa Clarita Sub-Office  
27233 Camp Plenty Road  
Canyon Country, CA 91351~~

~~Region II – West San Fernando Valley  
Palmdale Sub-Office  
1050 E. Palmdale Blvd. #204  
Palmdale, CA 93550~~

~~Region III – San Gabriel Valley  
3216 Rosemead Blvd.  
El Monte, CA 91731~~

~~Region III – San Gabriel Valley  
GAIN Cal-Learn Branch  
3220 Rosemead Blvd.  
El Monte, CA 91731~~

~~Region IV – Central and West County  
2910 W. Beverly Blvd.  
Los Angeles, CA 90057~~

~~Region IV – Central and West County  
Exposition Park Sub-Office  
3833 S. Vermont  
Los Angeles, CA 90037~~

~~Region V – South County  
2959 Victoria Street  
Rancho Dominguez, CA 90221~~

~~Region VI – Southeast County  
5460 Bandini Blvd.  
City of Bell, CA 90201~~

~~Region VII – East San Fernando County  
3307 N. Glenoaks Blvd.  
Burbank, CA 91504~~

~~47.3 The notice sent by CONTRACTOR must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where applications/request(s) for applications are being received, final date of acceptance for applications, and any special circumstances relevant to the hiring procedure for said position(s).~~

**48.0 ~~22.0~~ CONSIDERATION OF HIRING FORMER FOSTER YOUTH CONSIDERATION**

~~48.1 22.1~~ Should CONTRACTOR require additional or replacement personnel after the effective date of this Agreement Contract to perform Services set forth herein, CONTRACTOR shall give consideration (after COUNTY employees, and GAIN/GROW participants, as described in Part II, Sections 46.0 13.0 and 47.0 14.0, respectively) for any such position(s) to qualified former foster youth. CONTRACTOR shall notify COUNTY of any new or vacant positions(s) within CONTRACTOR's firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

County of Los Angeles  
Department of Children and Family Services  
Attention: ~~Vanessa Lester, Emancipation Services Division~~  
Chief, Emancipation Services Division  
3530 Wilshire Blvd, 4<sup>th</sup> Floor Suite 400  
Los Angeles, California 90010

~~Telephone: (213) 351-0100~~  
FAX: (213) 637-00356

~~48.2 22.2~~ The notice sent by CONTRACTOR must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where application(s)/requests for application(s) may be sent, final date of acceptance for applications, and any special circumstances relevant to the hiring procedure for said position(s).

**49.0 ~~37.0~~ TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with COUNTY Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by CONTRACTOR to

fully comply with COUNTY Lobbyist Ordinance shall constitute a material breach of this Agreement Contract upon which COUNTY may, in its sole discretion, immediately terminate or suspend this Agreement Contract.

#### **50.0 27.0 NOTICE OF DELAYS**

Except as otherwise provided herein, when either party to this Agreement Contract has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement Contract, that party shall, within three (3) working days, give written notice thereof, including all relevant information with respect thereto, to the other party.

#### **51.0 31.0 USE OF RECYCLED-CONTENT PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at COUNTY landfills, CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on the project.

#### **52.0 29.0 PROPRIETARY RIGHTS**

~~52.1~~ 29.1 During and subsequent to the term of this Agreement Contract, COUNTY shall have the right to inspect any and all such materials, data and information developed under and/or used in connection with this Agreement Contract, make copies thereof, and use the working papers and the information contained therein.

~~52.2~~ 29.2 To the extent that 45 CFR 95.617 applies to this Agreement Contract, this ~~Section 52.2~~ Sub-section 29.2 shall be applicable. Notwithstanding any other provision of this Agreement Contract, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with Federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Agreement Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Agreement Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein. To the extent that 45 CFR 95.617 does not apply, nothing precludes CONTRACTOR from seeking a trademark to its intellectual property developed during the term of this contract.

~~52.3~~ ~~29.3~~ Any materials, data and information not developed under this ~~Agreement Contract~~, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as “TRADE SECRET”, “PROPRIETARY”, or “CONFIDENTIAL”.

~~52.4~~ ~~29.4~~ COUNTY will use reasonable means to ensure that CONTRACTOR’s proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records request for items described in ~~Section 52.3~~ Sub-section 29.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.

~~52.5~~ ~~29.5~~ Notwithstanding any other provision of this ~~Agreement Contract~~, COUNTY shall not be obligated in any way under ~~Section 52.4~~ ~~Sub-section 29.4~~ for:

~~52.5.1~~ ~~29.5.1~~ Any material, data and information not plainly and prominently marked with restrictive legends as set forth in ~~Section 52.3~~ ~~Sub-section 29.3~~ ;

~~52.5.2~~ ~~29.5.2~~ Any materials, data and information covered under ~~Section 52.2~~ ~~Sub-section 29.2~~ ; and

~~52.5.3~~ ~~29.5.3~~ Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.

~~52.6~~ ~~29.6~~ CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this ~~Agreement Contract~~. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.

~~52.7~~ ~~29.7~~ CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY’s computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY’s prior written consent.

~~52.8~~ ~~29.8~~ The provisions of ~~Sections 52.5, 52.6, and 52.7~~ ~~Sub-sections 29.5, 29.6 and 29.7~~ shall survive the expiration or termination of this ~~Agreement Contract~~.

## **~~53.0~~ ~~25.0~~ REAL PROPERTY, EQUIPMENT, FIXED ASSETS**

~~53.1 25.1~~ A Fixed Asset is defined as an article of nonexpendable tangible personal property having a useful life of more than two years and an acquisition cost of \$5,000 or more of COUNTY funds per unit capitalized. ~~CONTRACTOR shall fully comply with all applicable federal, State, and County laws, ordinances, and regulations in acquiring any and all real property, furniture, fixtures, equipment, materials, and supplies with funds obtained under this Agreement Contract.~~

~~53.2 25.2~~ CONTRACTOR shall fully comply with all applicable federal, State, and County laws, ordinances, and regulations in acquiring any and all furniture, fixtures, equipment, materials, and supplies with funds obtained under this Agreement. ~~A Fixed Asset is defined as an article of nonexpendable tangible personal property having a useful life of more than two years and an acquisition cost of \$5,000 or more of COUNTY funds per unit capitalized.~~

~~53.3 25.3~~ CONTRACTOR shall, for any real estate or land or Fixed Asset costing \$25,000 or more of funds provided to CONTRACTOR through this Agreement ~~Contract~~, obtain COUNTY's prior written approval by notifying COUNTY by certified mail. COUNTY shall, within 15 working days of receipt of any such request for approval, provide a written response to CONTRACTOR by certified mail. If COUNTY's response is not received within 15 working days, CONTRACTOR will notify the Chief Deputy for DCFS. ~~CONTRACTOR shall for any Real Property, land, or Fixed Asset costing \$35,000 or more of funds provided to CONTRACTOR through this Agreement Contract, submit to COUNTY, at least 15 business days prior to any purchase (including Capital Leases as defined by Generally Accepted Accounting Principles (GAAP)), an analysis demonstrating that the purchase is less costly to CONTRACTOR than other leasing alternatives. CONTRACTOR shall also stipulate the source of all funds to be used for the purchase of the subject property. In the event that any funds to be used in the purchase will be from the current year Contract or TAUF (as defined in Part I, Section 8.6 Sub-section 24.6), then CONTRACTOR shall obtain COUNTY's prior written approval for the purchase by notifying COUNTY by certified mail. COUNTY shall, within 15 working days of receipt of any such request for approval, provide a written response to CONTRACTOR by certified mail. If COUNTY's response is not received within 10 working days, CONTRACTOR will notify the Director's designee.~~

~~53.4 25.4~~ Upon obtaining COUNTY's prior written approval, the items referenced in Section 53.3 may be purchased and owned by CONTRACTOR. If such prior written approval is not obtained by CONTRACTOR, title to the items referenced in Section 53.3 will vest with COUNTY. All Fixed Assets not requiring COUNTY's prior written approval as described in Section 53.3 shall be deemed owned by CONTRACTOR. ~~Upon obtaining COUNTY's prior written approval, the items referenced in Section 53.3 Sub-section 25.3 may be purchased and owned by CONTRACTOR as provided by law. If such prior written approval is not obtained by CONTRACTOR, no title to any of the items referenced in Section 53.3 Sub-~~

section 25.3 will vest with CONTRACTOR. All Fixed Assets not requiring COUNTY's prior written approval, as described in Section 53.3 Sub-section 25.3, shall be deemed owned by CONTRACTOR.

#### **54.0 6.0 REPORTING SUSPECTED CHILD ABUSE**

**54.1 6.1** CONTRACTOR agrees that the safety of the Placed Child will always be the first priority. To ensure the safety of the Placed Children, CONTRACTOR will, and CONTRACTOR will train staff to, **immediately**, upon discovery, whenever CONTRACTOR reasonably suspects that a Placed Child has been a victim of abuse and/or is in danger of future abuse, notify: (1) CCLD and the COUNTY's child protection hotline (CPHL); (2) for DCFS children, the DCFS Program Manager; and (3). For Probation children, the Regional and Central Placement Unit. CONTRACTOR will remain with the Placed Child if imminent risk is present. CONTRACTOR and CONTRACTOR's staff shall coordinate with CCLD, the DCFS Resource Contract Management, and the Probation Central Placement Unit prior to the investigation of any allegation of child abuse and follow their instructions on how to proceed.

**54.2 6.2** CONTRACTOR shall ensure that all known or suspected instances of child abuse are reported to a child protective agency as defined in Section 11164, et. Seq. of the Penal Code. This responsibility shall include:

**54.2.1 6.2.1** A requirement that all employees, consultants, or agents performing Services under this **Agreement Contract** who are required by Penal Code, Section 11166(a), to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.

**54.2.2 6.2.2** To the extent possible and reasonable, CONTRACTOR will educate employees, consultants or agents who are not mandated reporters of child abuse, as defined in California Penal Code Section 11166 et seq, on procedures for reporting any reasonable suspicion of child abuse.

**54.2.3 6.2.3** The assurance that all employees of CONTRACTOR and Subcontractors understand that the safety of the Placed Child is always the first priority.

#### **55.0 THIS SECTION IS INTENTIONALLY LEFT BLANK**

#### **56.0 3.0 AUTHORIZATION WARRANTY**

CONTRACTOR represents and warrants that the signatory to this **Agreement Contract** is fully authorized to obligate CONTRACTOR hereunder and that all corporate acts necessary to the execution of this **Agreement Contract** have been accomplished.

**57.0 19.0 DISPUTE RESOLUTION PROCEDURES**

**57.1 19.1** CONTRACTOR and COUNTY agree to act promptly and diligently to first mutually resolve any disputes, pursuant to procedures set forth in this **Agreement Contract**. All such disputes shall thereafter be subject to the provisions of this Section **57.0 19.0**.

**57.2 19.2** CONTRACTOR and COUNTY agree that, the existence and details of a dispute notwithstanding, both parties shall continue to perform hereunder, except for any performance which COUNTY determines should not be performed as a result of such dispute consistent with **Part I**, Section **16.0 15.0** of this **Agreement Contract**. COUNTY shall continue to pay sums not in dispute, during any such period of continued performance.

**57.3 19.3** Nothing in this Section **57.0 19.0** herein prevents COUNTY or CONTRACTOR from seeking provisional remedies, such as injunction or extraordinary relief such as a writ.

**57.4 19.4** CONTRACTOR shall retain all rights to appeal COUNTY action through the filing of a claim pursuant to Los Angeles County Code, Title 4, Chapter 4.04, which pertains to all claims against COUNTY for money or damages which are excepted by Section 905 of the Government Code from the provisions of Division 3.6 of the Government Code (Section 810 et seq.) and which are not governed by any other statutes or regulations expressly relating hereto.

**57.5 19.5** As to any dispute arising out of or relating to this **Agreement Contract**, including the breach, termination or validity thereof, which has not been resolved by the filing of a claim pursuant to **paragraph 57.4 Sub-section 19.4** herein, or the California Tort Claims Act (Government Code Sections 810-996.6), CONTRACTOR and COUNTY hereby waive their respective right to trial by jury **(and instead agree to trial by a judge \_\_\_\_\_ [please initial])** of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either CONTRACTOR against COUNTY or COUNTY against CONTRACTOR.

**57.6 19.6** Nothing herein precludes COUNTY and CONTRACTOR from mutually agreeing in writing to settle any disputes by binding arbitration or any other alternative dispute resolution procedure.

**57.7 19.7** This provision shall not apply to third party claims brought by or on behalf of an individual, his/her heirs, assigns and/or successors-in-interest, based upon, or relating to, injuries allegedly sustained by that individual when he/she was a Placed Child.

**58.0 24.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN**

CONTRACTOR represents and warrants that it has registered in COUNTY's WebVen. Prior to a contract award, all potential contractors must register in COUNTY's WebVen. The WebVen contains the vendor's business profile and identifies the goods/Services the business provides. Registration can be accomplished online via the Internet by accessing COUNTY's home page at [http://lacounty.info/doing\\_business/main\\_db.htm](http://lacounty.info/doing_business/main_db.htm). *(There are underscores in the address between the words 'doing business' and 'main db'.)*

**59.0 ~~32.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW~~**

**32.2 Notice to Employees Regarding the Safely Surrendered Baby Law**

CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit S, Safely Surrendered Baby Law Fact Sheet, of this Agreement Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**60.0 ~~32.0 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW~~**

**32.1 Contractor's Acknowledgement of COUNTY's Commitment to the Safely Surrendered Baby Law**

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY contractors to voluntarily post COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. COUNTY Worker The COUNTY's Department of Children and Family Services will supply CONTRACTOR with the poster to be used.

**61.0 11.0 COMPLIANCE WITH JURY SERVICE PROGRAM**

CONTRACTOR This Contract is subject to the provisions of COUNTY's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit O and incorporated by reference into and made a part of this Agreement Contract.

## **61.1 11.1** Written Employee Jury Service Policy

**61.1.1 11.1.1** Unless CONTRACTOR has demonstrated to COUNTY's satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from CONTRACTOR, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with CONTRACTOR or that CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

**61.1.2 11.1.2** For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with COUNTY or a Subcontract with a COUNTY Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or Subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard and is approved as such by COUNTY, or (2) CONTRACTOR has a longstanding practice that defines the lesser number of hours as full-time. If CONTRACTOR uses any Subcontractor to perform Services for COUNTY under the CONTRACT, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such Subcontract Agreement and a copy of the Jury Service Program shall be attached to the agreement.

**61.1.3 11.1.3** If CONTRACTOR is not required to comply with the Jury Service Program when the **Agreement Contract** commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. COUNTY may also require, at any time during the term of this **Agreement Contract** and at its sole discretion, that CONTRACTOR demonstrate to COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.

61.1.4 11.1.4 CONTRACTOR's violation of this Section of this Agreement Contract constitutes a material breach of this Agreement Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

## 62.0 20.0 INTERPRETATION OF AGREEMENT CONTRACT

### 62.1 20.1 Validity

The invalidity, unenforceability, or illegality of any provision of this Agreement Contract shall not render the other provisions thereof invalid, unenforceable, or illegal.

### 62.2 20.2 Governing Laws, Jurisdiction and Venue

This Agreement Contract shall be construed in accordance with and governed by the laws of the State of California. CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

### 62.3 20.3 Waiver

Any waiver by COUNTY of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall be in writing and shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of COUNTY to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement Contract or stopping COUNTY from enforcing the full provisions thereof.

### 62.4 20.4 Caption Headings

~~This Agreement contains a Table of Contents with pagination. In addition, each paragraph and certain subparagraphs of this Agreement have been supplied with captions. Also, each page, including exhibits, contain page numbers. The Table of Contents with pagination, captions and page numbers serve only as guides to the contents and do not control the meaning of any paragraph or subparagraph or in any way determine this Agreement interpretation or meaning. This Agreement Contract contains a Table of Contents with pagination. In addition, each paragraph~~

and certain subparagraphs of this Agreement Contract have been supplied with captions. Also, each page, including exhibits, contains page numbers. The Table of Contents with pagination, captions, paragraph numbers, section numbers and page numbers serve only as guides to the contents and do not control the meaning of any paragraph or subparagraph or in any way determine this Agreement's Contract's interpretation or meaning.

**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

**MASTER AGREEMENT CONTRACT FOR  
GROUP HOME FOSTER CARE SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Master Agreement Contract to be subscribed on its behalf by the Director of the Department and Children and Family Service and the Chief Probation Officer of the Probation Department and the CONTRACTOR has subscribed the same through its authorized officers, as of the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that they are authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

CONTRACTOR

\_\_\_\_\_  
Name of Agency

By: \_\_\_\_\_  
David Sanders, Ph.D. Patricia S. Ploehn, LCSW, Director  
Department of Children and  
Family Services

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title \_\_\_\_\_

By: \_\_\_\_\_  
Richard Shumsky Robert E. Taylor,  
Chief Probation Officer  
Probation Department

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Tax Identification Number

APPROVED ON BEHALF OF DCFS AS TO FORM:  
BY THE OFFICE OF COUNTY COUNSEL  
RAYMOND G. FORTNER, JR., ~~Interim~~ County Counsel

By: \_\_\_\_\_  
Deputy County Counsel