



DAVID SANDERS, Ph.D  
Director

# County of Los Angeles DEPARTMENT OF CHILDREN AND FAMILY SERVICES

425 Shatto Place, Los Angeles, California 90020  
(213) 351-5602

November 30, 2004

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Board of Supervisors  
GLORIA MOLINA  
First District  
YVONNE B. BURKE  
Second District  
ZEV YAROSLAVSKY  
Third District  
DON KNABE  
Fourth District  
MICHAEL D. ANTONOVICH  
Fifth District

Dear Supervisors:

## **REQUEST FOR APPROVAL OF A NEW FOSTER FAMILY AGENCY TO PROVIDE FOSTER FAMILY AGENCY FOSTER CARE SERVICES (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Delegate authority to the Director of the Department of Children and Family Services (DCFS), or his designee, to execute the Foster Family Agency Foster Care (FFA-FC) Agreement (Attachment A) with Families Uniting Families for provision of FFA-FC services, effective upon date of execution through August 31, 2005. The estimated FY 2004-05 cost for all foster family agency (FFA) placement resources is \$141,600,000. These costs are financed using approximately 58% State and federal funding (\$82,128,000) and 42% net County cost (\$59,472,000). These are Assistance costs and are funded in DCFS' FY 2004-05 Assistance Budget.
2. Delegate authority to the Director of DCFS, or his designee, to exercise an optional one-year extension of the Agreement, from September 1, 2005 through August 31, 2006, with revised fiscal-related provisions recommended by the Auditor-Controller, as well as other provisions recommended by County Counsel, in compliance with the Agreement and the Board motion dated October 19, 2004, after Chief Administrative Office (CAO) approval, and instruct the Director to notify your Board and the CAO in writing within ten workdays of executing the option to extend.
3. Delegate authority to the Director of DCFS, or his designee, to extend the Agreement for up to six (6) additional months from September 1, 2006 through February 28, 2007 if necessary to complete the negotiation or solicitation of a new contract, after County Counsel and CAO approvals; and instruct the Director of DCFS to notify your Board and the CAO in writing within ten workdays of executing the extension.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

The recommended actions are necessary in order to increase and enhance DCFS' ability to accommodate children with emotional, physical and/or behavioral challenges. Approval of the recommended actions will ensure placement options required for this type of children are available.

The FFA-FC Form Agreement was previously approved and adopted by your Board on August 12, 2003, for use with FFAs. That Board letter indicated DCFS would return to the Board to request approval of new FFAs in the event agreements with additional FFAs are necessary. (Please see Attachment B, Board letter dated August 12, 2003.) DCFS has identified Families Uniting Families, as a FFA that can provide critically needed homes for children with emotional, physical and/or behavioral challenges.

#### **Implementation of Strategic Plan Goals**

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goal No. 5 (Children and Families Well-Being). The recommended actions will enable DCFS to work collaboratively with FFAs to provide a safe, protective, and nurturing environment for children under its supervision and to ensure the ongoing commitment to the safety and welfare of children in foster care.

### **FISCAL IMPACT/FINANCING**

The estimated FY 2004-2005 cost of all placements with FFAs is \$141,600,000, which will be financed using approximately \$82,128,000 (58%) federal/State revenue and \$59,472,000 (42%) net County cost (NCC). The funding for these costs is included in DCFS' FY 2004-05 Assistance Budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

DCFS currently contracts with 72 FFAs. Some of these agencies have up to 250 certified foster homes. FFA placements are utilized for approximately 7,500 children under the supervision of DCFS. These foster children are in placements that provide nurturing familial environments and that meet their physical, emotional, social, educational, spiritual, and cultural needs.

In August 2003, your Board adopted the current FFA-FC Form Agreement, which allowed DCFS to establish program standards for FFAs providing out-of-home care to DCFS placed children. The FFA-FC Form Agreement was approved for use during the initial agreement term of September 1, 2003 through August 31, 2004, with two (2) optional one (1) year extensions; and DCFS was delegated authority to exercise the extension options after County Counsel and CAO approval. The agreement period and optional extension periods for this agreement with Families Uniting Families align with those of the FFA agreements executed earlier with the other FFAs.

The Agreement includes revised Contractor Responsibility and Debarment language and Child Support Compliance Program language required by your Board.

On October 19, 2004, your Board directed the Auditor-Controller, County Counsel, CAO, and DCFS Director to develop proposed fiscal accountability and other amendments to the FFA agreements and Group Home agreements to take effect on September 1, 2005 and November 1, 2005 respectively. (Please see Attachment C, Board motion dated October 19, 2004.) DCFS will work with these County departments to develop the proposed amendments, in compliance with your Board's directive.

The Agreement is approved by County Counsel as to form. County Counsel and the CAO have reviewed this Board letter.

### **CONTRACTING PROCESS**

The contract opportunity for FFA-FC services is listed on the County's Purchasing and Contracts website, and offered on an ongoing continuous basis to FFAs who are able and willing to provide foster care services.

### **IMPACT ON CURRENT SERVICES**

Approval of the additional FFA will provide essential foster care services to a group of children needing specialized service.

**CONCLUSION**

Upon approval of this request, instruct the Executive Office/Clerk of the Board to send an adopted copy of this Board Letter and attachment to:

1. Department of Children and Family Services  
Contracts Administration  
Attention: Walter Chan, Manager  
425 Shatto Place, Room 205  
Los Angeles, CA 90020
2. Office of the County Counsel  
Advice and Litigation Division  
Attention: Rose Belda, Principal Deputy County Counsel  
201 Centre Plaza Drive  
Monterey Park, CA 91754
3. Department of Children and Family Services  
Out of Home Care Programs  
Attention: Ed Sosa, Division Chief  
9320 Telstar Avenue, Suite 211  
El Monte, CA 91732

Respectfully submitted,

David Sanders, Ph.D.  
Director

DS:fc

Attachments (3)

c: Chief Administrative Officer

**FOSTER FAMILY AGENCY AGREEMENT  
FOR FOSTER CARE**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**FAMILIES UNITING FAMILIES**

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

NOVEMBER 2004

## TABLE OF CONTENTS

Section Number and Title	Page
1.0 APPLICABLE DOCUMENTS .....	2
2.0 DEFINITIONS.....	3
3.0 TERM AND TERMINATION .....	7
4.0 COUNTY'S RESPONSIBILITY.....	8
5.0 PAYMENT RATE .....	10
6.0 DESCRIPTION OF SERVICES.....	10
7.0 PAYMENTS AND VOUCHERS.....	11
8.0 USE OF FUNDS.....	14
9.0 FINANCIAL REPORTING .....	15
10.0 PROGRAM REPORTING REQUIREMENTS.....	16
11.0 RECORDS AND INVESTIGATIONS.....	18
12.0 CONFIDENTIALITY.....	21
13.0 CERTIFIED FOSTER PARENTS.....	22
14.0 STATE LICENSE .....	23
15.0 FEES.....	24
16.0 OTHER SOURCES OF INCOME.....	24
17.0 CORRECTIVE ACTION, TEMPORARY SUSPENSION OF REFERRALS, AND REMOVAL OF PLACED CHILDREN .....	24
18.0 MUTUAL INDEMINIFICATION .....	27
19.0 GENERAL INSURANCE REQUIREMENTS .....	28
20.0 INSURANCE COVERAGE REQUIREMENTS .....	30
21.0 NOTICES .....	31
22.0 CHANGES AND AMENDMENTS.....	32
23.0 ASSIGNMENT/DELEGATION OF RIGHTS .....	33
24.0 SUBCONTRACTING.....	34
25.0 INDEPENDENT CONTRACTOR STATUS .....	36
26.0 COVENANT AGAINST CONTINGENT FEES.....	36
27.0 DISCLOSURE OF INFORMATION .....	36
28.0 COMPLIANCE WITH APPLICABLE LAWS.....	37
29.0 COMPLIANCE WITH CIVIL RIGHTS LAWS .....	38

30.0	NON-DISCRIMINATION IN EMPLOYMENT .....	38
31.0	NON-DISCRIMINATION IN SERVICES .....	39
32.0	GRIEVANCES .....	39
33.0	EVENTS OF DEFAULT .....	39
34.0	TERMINATION FOR CONTRACTOR'S DEFAULT.....	40
35.0	TERMINATION FOR IMPROPER CONSIDERATION .....	41
36.0	TERMINATION FOR CONVENIENCE .....	41
37.0	TERMINATION OF AGREEMENT BY CONTRACTOR FOR CONVENIENCE .....	42
38.0	CONTRACTOR RESPONSIBILITY AND DEBARMENT .....	42
39.0	LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS.....	44
40.0	CONFLICT OF INTEREST .....	44
41.0	EMPLOYEE BENEFITS AND TAXES .....	45
42.0	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT .....	45
43.0	AGREEMENT ENFORCEMENT, QUALITY ASSURANCE PLAN, MONITORING, AND REVIEW .....	45
44.0	EMPLOYMENT ELIGIBILITY VERIFICATION .....	46
45.0	CRIMINAL CLEARANCES .....	46
46.0	CHILD SUPPORT COMPLIANCE PROGRAM .....	47
47.0	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS/OR REEMPLOYMENT LIST .....	48
48.0	CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT .....	49
49.0	CONSIDERATION OF HIRING FORMER FOSTER YOUTH.....	50
50.0	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE.....	50
51.0	NOTICE OF DELAYS.....	51
52.0	USE OF RECYCLED-CONTENT PAPER.....	51
53.0	PROPRIETARY RIGHTS .....	51
54.0	FIXED ASSETS.....	53
55.0	REPORTING SUSPECTED CHILD ABUSE .....	53
56.0	COMMUNITY BUSINESS ENTERPRISE PROGRAM.....	54

57.0	AUTHORIZATION WARRANTY.....	54
58.0	DISPUTE RESOLUTION PROCEDURE.....	54
59.0	MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN.....	55
60.0	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW.....	55
61.0	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW.....	56
62.0	COMPLIANCE WITH JURY SERVICE PROGRAM.....	56
63.0	INTERPRETATION OF AGREEMENT.....	57

## EXHIBITS

Exhibit A	Statement of Work
Exhibit A-I	Foster Youth Bill of Rights
Exhibit A-II	Foster Family Agency (FFA) Program Statement Instructions
Exhibit A-III	Los Angeles County Department of Children and Family Services (DCFS) Amendment to LIC. 9128 (6/99) for Foster Family Agency Agreement Program Statement
Exhibit A-IV	Personal Rights – Children’s Residential Facilities
Exhibit A-V	Foster Child’s Needs and Case Plan Summary
Exhibit A-VI	Clothing Standard
Exhibit A-VII	Agency Placement Agreement
Exhibit A-VIII	Special Incident Reporting Guide for Foster Family Agencies
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	Foster Family Agency Monthly Report
Exhibit B	Foster Family Agency’s Program Statement
Exhibit C	Auditor-Controller Contract Accounting and Administration Handbook
Exhibit D	Employee and CFP 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
Exhibit I	Welfare and Institutions Code Section 16010 and CWS Handbook Procedural Guide, 0600-510.15
Exhibit J	Statement of Dangerous Behaviors
Exhibit K	Community Business Enterprise (CBE) Form
Exhibit L	Notice to Employees Regarding Federal Earned Income Credit (FEIC)

Exhibit M	Payment Resolution Notification
Exhibit N	DCFS Out-of-Home Care Investigations Internal Procedures
Exhibit O	Jury Service Program
Exhibit P	Child Support Compliance Program Certification
Exhibit Q	Contractor's Equal Employment Opportunity (EEO) Certification
Exhibit R	FYI 02-08 Quality of Life
Exhibit S	Safely Surrendered Baby Law
Exhibit T	Overpayments

**FOSTER FAMILY AGENCY AGREEMENT  
FOR FOSTER CARE**

This Foster Family Agency Agreement for Foster Care, hereinafter referred to as "Agreement", is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2004, by and between

COUNTY OF LOS ANGELES  
hereinafter referred to as  
"COUNTY"

and

FAMILIES UNITING FAMILIES  
hereinafter referred to as  
"CONTRACTOR"

W I T N E S S E T H

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

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

WHEREAS, the COUNTY finds the CONTRACTOR's program to be economically advantageous to the 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

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

## **1.0 APPLICABLE DOCUMENTS**

- 1.1 This Agreement, and the Exhibits hereto, constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.
- 1.2 Exhibits A through A-XII, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, and T, set forth below, are attached to and incorporated by reference in this Agreement.
- 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:

### **EXHIBITS**

Exhibit A	Statement of Work
Exhibit A-I	Foster Youth Bill of Rights
Exhibit A-II	Foster Family Agency (FFA) Program Statement Instructions
Exhibit A-III	Los Angeles County Department of Children and Family Services (DCFS) Amendment to LIC. 9128 (6/99) for Foster Family Agency Agreement Program Statement
Exhibit A-IV	Personal Rights – Children’s Residential Facilities
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Exhibit T	Overpayments

## 2.0 DEFINITIONS

- 2.1 **“Case Plan”** - A 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. 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 **“Certificate of Approval”** – The document issued by a Foster Family Agency (FFA), which authorizes a home to operate as a Certified Family Home.
- 2.3 **“Certified Family Home”** – A family residence certified by a FFA and issued a Certificate of Approval by a FFA as meeting California Department of Social Services Community Care Licensing (CDSS CCL) Division standards.
- 2.4 **“Certified Foster Parent”** – The adult(s) residing in the home certified by a FFA to provide care and supervision to children.
- 2.5 **“Children’s Social Worker” or “CSW”** – 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.

- 2.6 **“Community”**: For placement purposes is defined as 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.
- 2.7 **“Community Care Licensing Division” or “CCLD”** - The Division of the California Department of Social Services that licenses community care facilities including Foster Family Agencies. They also monitor compliance with Title 22 regulations.
- 2.8 **“Corrective Action Plan” or “CAP”** – A CAP serves as the CONTRACTOR’s commitment to remedy deficiencies in response to findings uncovered in investigations, as further described in Section 17.1.
- 2.9 **“Court Appointed Special Advocate” or “CASA”** - A court appointed person who advocates for the Placed Child’s needs and best interests and provides the court with written recommendations.
- 2.10 **“Day(s)”** - calendar day(s) unless otherwise specified.
- 2.11 **“DCFS”** - COUNTY’s Department of Children and Family Services.
- 2.12 **“Director”** - COUNTY’s Director or Interim Director of DCFS or his/her authorized designee.
- 2.13 **“Do Not Refer Status”** – All new referrals to the CONTRACTOR are suspended, as further discussed in Section 17.3, Do Not Refer Status.
- 2.14 **“Do Not Use Status”** – All new referrals to the CONTRACTOR are suspended, and all Placed Children are removed from CONTRACTOR’s facility(ies), as further discussed in Section 17.4, Do Not Use Status.
- 2.15 **“Emancipation”** – Successful passage of foster youth to adulthood, including becoming a responsible and contributing member of the Community.
- 2.16 **“Emancipation Planning”** – Services 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.
- 2.17 **“Expended Funds” or “Expended” or “Expenditures”** – AFDC-FC funds received through the FFA’s Agreement with the COUNTY that are subsequently spent by the CONTRACTOR for the care and services of Placed Children. Expended funds must be reasonable and allowable in accordance with the Auditor-Controller Contract Accounting and Administration Handbook and applicable sections of OMB Circular A-122,

the California Department of Social Services Manual of Policies and Procedures, the California Code of Regulations, Title 22, and the contract with the COUNTY.

- 2.18 **“Federal Tax Exempt Status”** – The status of organization or agency that is exempt from Federal income tax under Section 501 (c) (3) of the Internal Revenue Code.
- 2.19 **“Fiscal Year”** - COUNTY’s Fiscal Year which commences July 1 and ends the following June 30.
- 2.20 **“Foster Care Funding and Rates Bureau”** – The Division of the California Department of Social Services that establishes Aid to Families with Dependent Children-Foster Care (AFDC-FC) rates for Foster Family Agencies.
- 2.21 **“Foster Care Payment Hotline”** – A telephone number that CONTRACTOR may call under circumstances described in this Agreement (i.e., within 24 hours of child leaving the home) or may call to request payment or Medi-Cal information. The Foster Care Payment Hotline Number is (800) 697-4444.
- 2.22 **“Foster Family Agency” or “FFA”** - Any organization that, in compliance with Title 22, Division 6, Chapters 4 and 8.8, engaged in the recruiting, certifying, and training of, and providing professional support to, Certified Foster Parent(s), or in finding homes for placement of children for temporary or permanent care who require that level of care as an alternative to a group home. Private foster family agencies shall be organized and operated on a nonprofit basis.
- 2.23 **“Foster Family Agency Program Rates”** - The service rate levels payable to FFAs, as periodically established by the Department of Social Services, Foster Care Funding and Rates Bureau.
- 2.24 **“Health and Education Passport” or “Black Binder”** – The Health and Education Passport is the summary of the health (including dental and mental health information) and educational information required by Welfare and Institutions Code Section 16010 (Exhibit I) that is to follow the child to all foster placements. DCFS created a nylon Black Binder divided into three sections. The first two sections, “Medical and Dental Information” and “Educational Information,” meet the requirements of Section 16010. The third section, “Placement Documentation,” contains additional items such as photographs of the child and his or her family, birth and death certificates, proof of Medi-Cal eligibility, and the CSW’s business card. (DCFS may change the Health and Education Passport format in the future).

- 2.25 **“Independent Living Program” or “ILP”** – 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 may also provide ILP services to former foster youths up to age 21. ILP is a major component of Emancipation Planning.
- 2.26 **“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 17.2 of this Agreement.
- 2.27 **“Monitor for Compliance”** – To review Certified Foster Parents and homes during regular and ad hoc contacts, documenting compliance or lack of compliance, and taking all necessary steps to effect any needed corrective action and continued implementation of such corrective action, up to and including decertification.
- 2.28 **“Placed Child” or “Placed Children”** - Any child or children placed by the COUNTY receiving services from the CONTRACTOR pursuant to this Agreement.
- 2.29 **“Pool Rate”** – Rate of interest to be charged as determined by COUNTY’s Auditor-Controller.
- 2.30 **“Program Manager”** - COUNTY representative responsible for administering this Agreement, consulting on policy, providing technical assistance and overall coordination and implementation of this Agreement between the CONTRACTOR and COUNTY. The Program Manager shall be:

Name: \_\_\_\_\_  
 Position: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_

- 2.31 **“Program Statement”** – A comprehensive description of the FFA’s program, attached as Exhibit B, in effect during the term of this Agreement, written in accordance with the Program Statement guidelines

of CCLD included in Exhibit A-II, Foster Family Agency (FFA) Program Statement Instructions, and Exhibit A-III, Los Angeles County Department of Children and Family Services (DCFS) Amendment to LIC. 9128 (6/99) for Foster Family Agency Agreement Program Statement.

- 2.32 **“Service(s)”**- The basic needs the CONTRACTOR agrees to meet for each Placed Child as outlined in the California Department of Social Services Regulations; Statement of Work (Exhibit A); and CONTRACTOR's Program Statement (Exhibit B).
- 2.33 **“Subcontract”** - A contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.
- 2.34 **“Subcontractor”** - 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.
- 2.35 **“Title 22”** – The California Code of Regulations for community care facilities including Foster Family Agencies.

### **3.0 TERM AND TERMINATION**

- 3.1 The term of this Agreement shall commence on the date of execution by the Director, and shall continue through August 31, 2005, unless terminated earlier as provided herein.
- 3.2 The term of this Agreement may be extended beyond the stated expiration date, for up to two (2) additional 12-month periods, by the Director, by written notice to CONTRACTOR 120 days prior to the expiration of the then contract term. The term of this Agreement may also be extended by the Director 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. During such extended periods, CONTRACTOR shall continue to provide Services in the form and at the levels as described herein.
- 3.3 This Agreement may be terminated pursuant to the provisions of Section 36.0 Termination for Convenience, in the body of this Agreement.

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

CONTRACTOR's covenants and responsibilities under the Agreement shall not be conditional upon COUNTY's performance of the covenants contained in this Section 4.0 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 COUNTY shall provide the CCLD, LIC 9128, and the DCFS Amendment to the LIC 9128 (Exhibit A-III), FFA Program Statement Guidelines, to CONTRACTOR.
- 4.2 COUNTY shall carefully review for approval and acceptance CONTRACTOR's Program Statement and any Program Statement Amendments prior to and during the term of the Agreement. In addition, COUNTY will monitor/audit CONTRACTOR for compliance with the rules and regulations related to FFA programs for Placed Children including the SOW. All programmatic audit reports and corrective action plans will be a matter of public record to the extent required by the California Public Records Act.
- 4.3 CONTRACTOR shall be given reasonable access to appropriate COUNTY personnel. CONTRACTOR shall be given pertinent documentation, information, relevant to providing foster care services in accordance with COUNTY DCFS policy and court policy for confidentiality. CONTRACTOR shall hold all such information in confidence pursuant to the provisions of Section 12.0 in the body of this Agreement.
- 4.4 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 case records to service providers. This information may include court orders, court reports, medical, mental health information, educational and placement history information. The CSW 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 8.8, Section 88070(a)(1)-(2); 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 COUNTY shall arrange for a child to visit a potential placement prior to placement whenever possible. If CONTRACTOR, the child's CSW, and the child agree, the child may be placed at the time of the pre-placement visit.
- 4.6 The CSW shall acknowledge that an orientation discussion with the Placed Child and the CSW was completed by signing the LIC 613B (Exhibit A-IV.) This orientation includes the items designated in SOW, Part C, Section 4.12.
- 4.7 The CSW 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 Hotline at (800) 697-4444. If a child is placed after regular business hours, CONTRACTOR shall call the Foster Care 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 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 The CSWs 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 4.14 through 4.17.
- 4.10 The CSWs shall include written reports from CONTRACTOR in the next court report.
- 4.11 The CSW shall provide CONTRACTOR with a copy of each court report to the extent permitted by confidentiality laws.
- 4.12 COUNTY will monitor for COUNTY's compliance with State laws, regulations and policies applicable to the visitation of children in placement.
- 4.13 The CSWs shall obtain parental or Juvenile Court consent, as needed, for the Placed Child's medical and dental care, mental health treatment, and participation in recreational and school activities.

- 4.14 CSW shall provide CONTRACTOR with a copy of the court authorization for psychotropic medication, when applicable, within one day of initial placement.

## **5.0 PAYMENT RATE**

5.1 COUNTY and CONTRACTOR agree that payments referenced in this Agreement are based on rates established by California DSS Foster Care Funding and Rates Bureau. During the term of this Agreement, COUNTY shall compensate CONTRACTOR for the Services set forth in this Agreement and in the Statement of Work (Exhibit A), for each Placed Child at the Foster Family Agency Program Rates, as further described in Section 7.0, Payments and Vouchers.

5.2 CONTRACTOR shall submit to COUNTY as part of their Program Statement a current budget (Exhibit A-III, Page 1, Item 6) for the work to be performed under this Agreement. The line items shall provide sufficient detail to determine the Services to be delivered. The line items may be the same as the line items on the FCR-12 FFA form, Total Agency Cost Display. 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 DESCRIPTION OF SERVICES**

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

6.2 CONTRACTOR has submitted a Program Statement to COUNTY in accordance with the Program Statement Guidelines of CCLD included in Exhibit A-II, Foster Family Agency (FFA) Program Statement Instructions, and Exhibit A-III, Los Angeles County Department of Children and Family Services (DCFS) Amendment to LIC. 9128 (6/99) for Foster Family Agency Agreement Program Statement. CONTRACTOR'S Program Statement will include, but not be limited to, specific statements defining

intake policy, treatment Services and policies, replacement and discharge policies, detailed statements of the total Services provided by CONTRACTOR, staffing, and the expenditure statement submitted to the rate setting and licensing agencies. CONTRACTOR's performance under this Agreement will be evaluated in part based on CONTRACTOR's Program Statement.

- 6.3 COUNTY may, during the term of this Agreement, 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 when CONTRACTOR makes changes to the program. COUNTY shall review such Program Statement revisions for approval, and once accepted by COUNTY, CONTRACTOR's revised Program Statement shall become a part of this Agreement as Exhibit B in accordance with Section 22.0, Changes and Amendments.

## **7.0 PAYMENTS AND VOUCHERS**

- 7.1 The CONTRACTOR shall maintain Foster Care Funding and Rates Bureau (FCFRB) FFA rates or, for a CONTRACTOR vendored by a Regional Center, authorization for payment with AFDC-FC funds throughout the term of the Agreement. A copy of the current rate letter shall be included in the Program Statement. COUNTY shall pay CONTRACTOR for each Placed Child the monthly Foster Family Agency Program Rates 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

- 7.3 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 the CSW's agreement to pay for the open bed in the Placed Child's record and shall request a written faxed confirmation from the CSW. COUNTY will not pay for an open bed for a period in excess of seven (7) Days.

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 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 Hotline at (800) 697-4444.
- 7.5 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 the 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.

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 In addition to the requirements in Exhibit A, Statement of Work, Section C 1.1, Prior Authorization Required for Movement of a DCFS Placed Child Within the CONTRACTOR's Program, CONTRACTOR shall notify DCFS Foster Care Hotline at (800) 697-4444 within 24 hours whenever a Placed Child is moved from one site/home to another or a child leaves the CONTRACTOR's program.
- 7.7 In the event that COUNTY identifies an excess payment made to CONTRACTOR 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 the 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 CONTRACTOR identifies an excess payment made by the COUNTY, CONTRACTOR will notify the 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.

- 7.8 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 Do Not Refer Status pursuant to Section 17.0, Corrective Action, Temporary Suspension of Referrals and Removal of Placed Children. COUNTY shall provide written notice of its intention to place CONTRACTOR on a Do Not Refer 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.
- 7.9 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 Director no later than thirty (30) Days from date of receipt of the DCFS Division Chief’s decision. Director will render a final decision in writing to CONTRACTOR within thirty (30) Days of the date of receipt of CONTRACTOR’s appeal.
- 7.10 CONTRACTOR may appeal the final decision pursuant to the Dispute Resolution Procedures in Section 58.0.
- 7.11 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.

- 7.12 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.
- 7.13 Provided that COUNTY shall remove all Placed Children on or prior to the expiration or other termination of this Agreement, 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. 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 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. Notwithstanding the foregoing, if COUNTY does not remove a Placed Child from a Certified Family Home following termination of this Agreement, COUNTY will pay based upon the Program Rates.

## **8.0 USE OF FUNDS**

- 8.1 CONTRACTOR shall be organized and operated as a Federal Tax Exempt and non-profit corporation throughout the term of this Agreement and conduct itself in accordance with all accounting and operating requirements of such status.
- 8.2 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's Program Statement shall reflect its commitment to limiting the use of such funds as set forth herein.
- 8.3 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 58.0, Dispute Resolution Procedure.

8.4 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 are subject to review and/or audit by DCFS, COUNTY's Auditor-Controller or its designee, as set forth in Exhibit C. In the event this Agreement 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, upon demand by COUNTY. Upon notice by the CONTRACTOR, the COUNTY will, upon verification by the COUNTY, reduce the audit disallowance claimed by the COUNTY by the amount subject to repayment to the state for duplicated disallowed Expenditures during the time period covered by the COUNTY's audit.

8.5 Notwithstanding any other provision of this Agreement, CONTRACTOR and COUNTY agree that it is the intent of the parties to: allow the 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.

8.6 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 the CONTRACTOR's Administrative Budget for its next fiscal year may be retained by the CONTRACTOR for future use for the benefit of Placed Children for reasonable and allowable costs. CONTRACTOR's Administrative Budget is defined as the portion of the budget not paid to the Certified Foster Parents. 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 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.

## **9.0 FINANCIAL REPORTING**

9.1 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 8.8, Section 88001(a)(2).

9.2 The semi-annual expenditure report 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 If the Agreement 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 In the event that the expenditure report is not filed timely, COUNTY may take action, pursuant to policies and procedures outlined in Section 17.0. In the event the “Do Not Refer” and/or “Do Not Use” status is used, COUNTY shall notify CONTRACTOR in writing seven (7) days prior to such status being used.
- 9.5 In addition to the semi-annual expenditure report, the CONTRACTOR shall file a copy of the State of California Department of Social Services Total Program Cost Display (Form FCR 12 FFA) for the most recent period, thirty (30) days prior to each anniversary date of this Agreement. This form is submitted for information only and not for approval.
- 9.6 The semi-annual expenditure report and total program cost display shall be mailed to:
- DCFS  
Quality Assurance Division  
Financial Specialist  
9320 Telstar Avenue, Suite 206  
El Monte, CA 91731

## **10.0 PROGRAM REPORTING REQUIREMENTS**

- 10.1 The CONTRACTOR and Certified Foster Parents shall report all suspected child abuse allegations and incidents to the COUNTY’s Child Protection Hotline (CAHL), as more fully described in Section 55.1, the DCFS Quality Assurance Division, and CCLD **immediately** upon discovery.
- 10.2 The CONTRACTOR shall make and document reasonable efforts to provide a monthly telephonic update report to the CSW. In addition to the provisions addressing the Needs and Services Plan in the Statement of Work, Section C, 4.14, 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 8.8, Sections 88070, 88070.1, 88068.2, 88068.3, and 88069.1.
- 10.3 The CONTRACTOR shall prepare and submit a Special Incident Report, via the DCFS Internet site (I-Track) System, for each Placed Child in accordance with the guidelines and time frames in Exhibit A-VIII, Special Incident Reporting Guide for Foster Family Agencies.

- 10.4 The CONTRACTOR shall prepare and submit a signed Quarterly Report to each Placed Child's CSW by the 10th business day following the end of each quarter from the date the child was placed. The Quarterly Report shall include the following 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 Placed Child's physical and psychological health [Include the date of each medical/dental appointment, diagnosis, 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 Certified Family Home, program, peers, school, and staff [Include copy of school report card(s), school attendance, and Individualized Education Plan (IEP) when applicable. Specify the type of school (i.e., public, private, non-public, on-grounds, community-based, etc.) and educational program provided.];
  - 10.4.3 Progress toward short-term objectives and long-range 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.];
  - 10.4.4 Reassessment of unmet needs and efforts made to meet these needs;
  - 10.4.5 Modification of treatment plan, tasks to be performed and the likelihood of family reunification; and
  - 10.4.6 Involvement of Placed Child and his/her parent in treatment program [Include dates and type of contact with the CSW during the quarter, including telephone calls.].
- 10.5 The CONTRACTOR shall prepare and submit a Termination Report to a Placed Child's CSW 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 the CONTRACTOR's records relating to the Placed Child.

- 10.6 The CONTRACTOR shall prepare and submit a monthly report to the COUNTY's Program Manager due on the 10th of each month. This report shall include overall statistics of the FFA's program including: (1) foster parents certified since the last report [names, addresses, and phone numbers]; (2) foster parents decertified since the last report [names, addresses, phone numbers, and the reasons for decertification]; and (3) children placed in each Certified Family Home (Exhibit A-XII).
- 10.7 The CONTRACTOR shall prepare and submit a report in each instance enumerated in Section 19.4, Notification of Incidents, Claims or Suits.
- 10.8 COUNTY shall maintain the confidentiality of all data collected in monthly reports to the extent they are not subject to disclosure under the Public Records Act or other laws or regulations.
- 10.9 CONTRACTOR hereby agrees to participate in the collection and reporting of outcome data related to child safety, well being, and permanency. CONTRACTOR shall provide a monthly report to DCFS Quality Assurance Division, which shall reflect (1) the number of child abuse/neglect referrals and/or allegations which have been made regarding each Certified Foster Parent, Certified Family Home, and CONTRACTOR during the previous month; and (2) as to each child placed with CONTRACTOR, the number of changes in placement which have occurred with regard to that child, since initial placement with CONTRACTOR. The reporting requirement in this Section 10.9 shall be separate and apart from the reporting requirements described in Sections 10.1 and 55.1
- 10.10 COUNTY and CONTRACTOR mutually agree to work together to assign a joint task group to develop a performance report card, by the end of calendar year 2003, related to average length of stays, same school-based placements, sibling visitations, and other performance measures to be determined by the task group.

## **11.0 RECORDS AND INVESTIGATIONS**

- 11.1 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 8.8, Sections 88070 and 88070.1; this Agreement, Section 11.0, and CONTRACTOR's Program Statement (Exhibit B). 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 the FFA 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 CONTRACTOR shall maintain accurate and complete financial records of all its activities and operations relating to this Agreement 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). CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.
- 11.3 CONTRACTOR shall maintain and retain records on each Certified Family Home and Certified Foster Parent as required by California Code of Regulations, Title 22, Division 6, Chapter 1, Section 80066 and Chapter 8.8, Sections 88066, 88066.1, 88069.7 and 88069.8. Such records shall include, but not be limited to, fingerprint clearances, Child Abuse Index clearances, CONTRACTOR's Certificate of Approval, and CONTRACTOR's admission agreements for each Placed Child.
- 11.4 All records described in Sections 11.1 through 11.3 hereof, supporting documents, statistical records, and all other records pertinent to performance of this Agreement, 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 and either for a period of five (5) years after the expiration of the term of this Agreement 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 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.
- 11.6 Such program reviews, investigations, and/or audits (e.g., special reviews) shall encompass all of CONTRACTOR's financial, program, Certified Foster Parent, 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.
- 11.7 Upon request, CONTRACTOR shall provide COUNTY with photocopies of records and documents, including Placed Children records, Certified Foster Parent 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 CONTRACTOR shall be responsible for annual financial audits of its agency and shall require subcontractors to be responsible for its annual 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 at 425 Shatto Place, Los Angeles, CA 90020, Attention: Quality Assurance Division.

- 11.9 In the event that an audit is conducted of CONTRACTOR specifically regarding this Agreement 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. COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 11.10 Failure on the part of CONTRACTOR to comply with the provisions of this Section shall constitute a material breach of this Agreement upon which COUNTY may take all appropriate action including but not limited to, implementation of Hold Status, Do Not Refer Status, and/or Do Not Use Status, as set forth in Section 17.0, Corrective Action, Temporary Suspension of Referrals and Removal of Placed Children. If CONTRACTOR disagrees that there has been a material breach, CONTRACTOR may exercise any and all of its legal rights consistent with Section 58.0 of this Agreement.

## **12.0 CONFIDENTIALITY**

- 12.1 Pursuant to Welfare and Institutions Code, 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 policy 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' 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 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 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, agents, and Certified Foster Parents providing services and care hereunder of the confidentiality provisions of this Agreement. All employees of CONTRACTOR who have access to confidential records and data must sign and adhere to the attached "Employee and Certified Foster Parent Acknowledgment and Confidentiality Agreement" (Exhibit D).

### **13.0 CERTIFIED FOSTER PARENTS**

13.1 CONTRACTOR agrees to recruit, certify, train, monitor and provide professional support to Certified Foster Parents in compliance with California Code of Regulations, and this Agreement, including any future amendments thereto.

13.2 The certification of the foster parent(s) by CONTRACTOR does not create a volunteer, subcontractor, employment, agency, partnership or joint-venture relationship between CONTRACTOR and the Certified Foster Parent. CONTRACTOR's role includes, but is not limited to, certifying the foster parent(s); making the placement match between COUNTY placing agency and the Certified Foster Parent(s); and signing a placement agreement with the Certified Foster Parent(s) for each Placed Child in the Certified Family Home. CONTRACTOR shall also provide support services to the Certified Foster Parents, the Placed Child and the Placed Child's family in accordance with CONTRACTOR's Program Statement (Exhibit B), and the child's Case Plan/Case Plan update.

13.3 CONTRACTOR shall ensure that Certified Foster Parents reside at legal addresses and do not utilize P.O. Boxes for their mailing addresses.

13.4 COUNTY does not have any licensing or certification relationship with CONTRACTOR's Certified Family Home. A FFA foster parent home may not be certified by more than one FFA at any given time.

13.5 Paragraph 13.4 shall not prohibit COUNTY or FFA staff from giving individuals, including certified/licensed foster parents, appropriate information about licensing, certification, legal guardianship and adoption upon request or in compliance with State adoption regulations.

13.6 CONTRACTOR shall notify COUNTY when a Certified Family Home and/or Certified Foster Parent is certified or de-certified. Notice to COUNTY Program Manager is required at the end of the month prior to

prospective certification of a new certified home. Notification of certification shall occur at least 72 hours prior to placement. Notice of decertification shall occur within 72 hours following the date of decertification and shall include the name of the foster parent, date of birth and social security number. These notices shall be sent to the COUNTY Program Manager and Revenue Enhancement. The COUNTY Program Manager will notify the CONTRACTOR if there is a problem with placement of Los Angeles County children in a newly certified home. Decertification notification shall include the reason for decertifying. Failure to provide this information to COUNTY may result in a Do Not Refer Status being placed on the FFA.

- 13.7 COUNTY shall notify CONTRACTOR of its intent to place child(ren) in a home of a relative or extended family member in a Certified Family Home.
- 13.8 Once a guardianship is finalized or an adoptive placement of a child in a certified home occurs, COUNTY shall notify CONTRACTOR.
- 13.9 CONTRACTOR shall report all Certified Family Homes and/or Certified Foster Parent(s) who are decertified (and the reason for decertification), since those recorded on the previous month's report on the Foster Family Agency Monthly Report (Exhibit A-XII), as described in Section 10.6, Program Reporting Requirements, hereof.
- 13.10 In the event that a CONTRACTOR is put on Do Not Use Status, to ensure continuity of care for Placed Children, COUNTY may continue placement in the Certified Family Home if the Certified Foster Parent applies for licensure by the State, becomes certified by another FFA, or DCFS approves the home as a non-relative extended family member foster home.

#### **14.0 STATE LICENSE**

- 14.1 The CONTRACTOR shall maintain a FFA license issued by the California Department of Social Services, CCL Division, throughout the term of the Agreement. A copy of the current license shall be included in the Program Statement.
- 14.2 The CONTRACTOR shall provide Services pursuant to the approved Program Statement. If planning to add additional offices during the term of the Agreement, the CONTRACTOR shall notify the COUNTY Program Manager prior to the placement of and/or serving Placed Children from the additional office(s).

#### **15.0 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. 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 who are not accepted for placement.

## **16.0 OTHER SOURCES OF INCOME**

16.1 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 future income payments are paid directly to COUNTY by the payer.

16.2 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.

16.3 The provisions of this Section do not supersede State regulations in the treatment of revenue, income, private grants or gifts in determining the rate of payment.

## **17.0 CORRECTIVE ACTION, TEMPORARY SUSPENSION OF REFERRALS, AND REMOVAL OF PLACED CHILDREN**

DCFS 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 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 an administrative/fiscal/programmatic requirement of the Agreement. The local agency procedures referred to in 17.2, 17.3, and 17.4 are internal DCFS procedures and are entitled, respectively, Hold Status, Do Not Refer Status, and Do Not Use Status. DCFS may vary from the current protocol and procedures when such variance is required to protect the health and safety of the children or to reduce risk factors, which may affect the health and safety of Placed Children.

A copy of the COUNTY's current policies and procedures is attached herein as Exhibit N.

#### 17.1 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 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 the 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.

#### 17.2 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 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 for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Section 17.1, and as further described in Exhibit N.

### 17.3 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 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 for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Section 17.1, 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 the CONTRACTOR conforms to the CAP in terms of content and timeframe.

### 17.4 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 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 for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Section 17.1, and as further described in Exhibit N.

Under unique, warranted circumstances, a DNU Status may be rescinded, as provided in Exhibit N.

### 17.5 Notice Requirements

COUNTY will notify CONTRACTOR verbally and in writing if CONTRACTOR has been placed on Hold Status, or if COUNTY intends to recommend Do Not Refer or Do Not Use 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 Do Not Refer or Do Not Use 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. The 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 the CONTRACTOR to participate at a scheduled date and time in a Recommendation Conference and includes a deadline by which the CONTRACTOR must indicate its intent to participate in the Recommendation Conference (please refer to Exhibit N).

#### 17.6 Disagreement with Decision

CONTRACTOR may address the COUNTY action with representatives from COUNTY and may challenge the 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 58.0 herein.

#### 17.7 Termination Status

Nothing in Section 17.0 shall preclude the 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 the CONTRACTOR's supervision. In such event, no DCFS local agency grievance policies and procedures will occur.

### **18.0 MUTUAL INDEMNIFICATION**

18.1 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 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.

- 18.2 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 20.3, to any and all CONTRACTOR personnel for injuries arising from or connected with Services performed under this Agreement.
- 18.3 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.
- 18.4 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 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.
- 18.5 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 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.
- 18.6 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.

## 19.0 **GENERAL INSURANCE REQUIREMENTS**

Without limiting CONTRACTOR's and COUNTY's mutual indemnification, and during the term of this Agreement, CONTRACTOR shall provide and maintain,

and shall require of all of its Subcontractors (except as noted in Section 20.1) to maintain, the following programs of insurance specified in this Agreement. 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.

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

DCFS Contracts Administration  
Attention: Walter Chan  
425 Shatto Place, Room 205  
Los Angeles, CA 90020

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

19.1.1 Specifically identify this Agreement.

19.1.2 Clearly evidence all coverages required in this Agreement.

19.1.3 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.

19.1.4 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.

19.2 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.

19.3 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 upon which COUNTY may immediately terminate or suspend this Agreement. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach.

19.4 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY:

- 19.4.1 Any accident or incident relating to services performed under this Agreement 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.
- 19.4.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Agreement.
- 19.4.3 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 Contract Manager.
- 19.4.4 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.
- 19.5 Compensation for COUNTY Costs: In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.
- 19.6 Insurance Coverage Requirements for Subcontractors: CONTRACTOR shall ensure any and all Subcontractors performing services under this Agreement, consistent with Section 20.1, meet the insurance requirements of this Agreement by either:
  - 19.6.1 CONTRACTOR providing evidence of insurance covering the activities of Subcontractors, or
  - 19.6.2 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.

## **20.0 INSURANCE COVERAGE REQUIREMENTS**

- 20.1 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:	\$2 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.

- 20.2 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.”
- 20.3 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.

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

- 20.4 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. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement, unless an occurrence policy is in place with coverage for prior acts.

## **21.0 NOTICES**

- 21.1 Unless otherwise specifically provided in this Agreement, 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:

Department of Children and Family Services  
Contract Administration  
Attention: Contract Administrator  
425 Shatto Place  
Los Angeles, California 90020

Unless otherwise specifically provided in this Agreement, 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or such other person and/or location as may hereinafter be designated in writing by CONTRACTOR.

- 21.2 All notifications from COUNTY enclosing an amendment or new or revised policy, procedure, protocol or exhibit to this Agreement shall be sent by Mail.
- 21.3 All written notification from COUNTY regarding Corrective Action Plan, Hold, "Do Not Refer" or "Do Not Use" status shall be sent by Certified Mail, Return Receipt Requested.

**22.0 CHANGES AND AMENDMENTS**

COUNTY reserves the right to change any portion of the work required under this Agreement, 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:

- 22.1 Exhibits A-I, A-III, A-V, A-VI, A-VIII through A-XII, Exhibits G, J, L, M, N, O, Q, R, S, and T, and 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 22.2. Amendments made pursuant to this Section 22.1 shall be effective upon delivery of a replacement exhibit by certified mail, return receipt requested, to the address of CONTRACTOR set forth in Section 21.0, 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. 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.

- 22.2 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, or for any change in CONTRACTOR's Program Statement, or for any change to exhibits described in Section 22.1 with significant cost impact on CONTRACTOR, a change notice shall be prepared by COUNTY, and executed by CONTRACTOR and Program Director 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.
- 22.3 For any change not covered by Sections 22.1 or 22.2, an amendment to this Agreement shall be prepared, by COUNTY, signed by CONTRACTOR, and thereafter submitted to COUNTY's Board of Supervisors for consideration and, if approved, execution.

### **23.0 ASSIGNMENT/DELEGATION OF RIGHTS**

- 23.1 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 Director in the event the Director has the delegated authority to consent. Any attempted assignment and/or delegation without said consent shall constitute a default under Section 33.0, 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 the CONTRACTOR's program as it existed at the time of the execution of this agreement); or 3) any change in the licensee under the 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.

- 23.2 Upon assignment and/or delegation, each and all of the provisions, agreements, terms, covenants and conditions herein contained, to be performed by CONTRACTOR, shall be binding upon both CONTRACTOR and upon any assignee/delegatee thereof.
- 23.3 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 agreements. 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 Agreements.
- 23.4 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.

## **24.0 SUBCONTRACTING**

- 24.1 No performance of this Agreement or any portion thereof may be subcontracted by CONTRACTOR without the express written authority of COUNTY DCFS Director, except as provided in the Statement of Work, Section C1.3. 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 34, Termination for Default. CONTRACTOR shall submit each Subcontract to COUNTY for written approval prior to Subcontractor performing any work hereunder.
- 24.2 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.”

- 24.3 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.
- 24.4 CONTRACTOR shall obtain the following from each Subcontractor before any Subcontractor employee may perform any work under any Subcontract to this Agreement. CONTRACTOR shall maintain and make available upon request of Program Manager all the following documents:
  - 24.4.1 An executed Acknowledgment and Confidentiality Agreement (Exhibit D) executed by each Subcontractor and each of Subcontractor’s employees approved to perform work hereunder.
  - 24.4.2 Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by Section 20.0, Insurance Coverage Requirements, of this Agreement.
  - 24.4.3 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.
- 24.5 CONTRACTOR shall provide COUNTY’s Program Manager with copies of all executed Subcontracts.
- 24.6 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, including, but not limited to, the obligation to properly supervise, coordinate, and perform all work required hereunder.
- 24.7 Notwithstanding any other provision of this Agreement, 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.
- 24.8 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.

## **25.0 INDEPENDENT CONTRACTOR STATUS**

This Agreement is by and between the 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 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.

## **26.0 COVENANT AGAINST CONTINGENT FEES**

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

26.2 For breach or violation of this covenant, COUNTY shall have the right to terminate this Agreement 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.

## **27.0 DISCLOSURE OF INFORMATION**

27.1 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 within the following conditions:

27.1.1 CONTRACTOR shall develop all publicity material in a professional manner and subject to Section 12.0, Confidentiality, of this Agreement.

27.1.2 During the course of performance of this Agreement, 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.

27.1.3 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.

## **28.0 COMPLIANCE WITH APPLICABLE LAWS**

- 28.1 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.
- 28.1.1 CONTRACTOR acknowledges that this Agreement 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.
- 28.1.2 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.
- 28.1.3 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).
- 28.2 Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Agreement and may result in termination of this Agreement, in accordance with Section 34.0, Termination for Default, of this Agreement.
- 28.3 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 28.1 hereof and 30.1 Non-Discrimination in Employment.

## **29.0 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 or under any project, program or activity supported by this Agreement.

## **30.0 NON-DISCRIMINATION IN EMPLOYMENT**

- 30.1 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).
- 30.2 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.
- 30.3 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.
- 30.4 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.
- 30.5 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. COUNTY reserves the right to determine independently whether the non-discrimination provisions of this Agreement 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.

30.6 The parties agree that in the event CONTRACTOR violates the non-discrimination provisions of this Agreement, 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.

### **31.0 NON-DISCRIMINATION IN SERVICES**

In the performance of this Agreement CONTRACTOR shall not discriminate in the delivery of Services as provided in CONTRACTOR's Program Statement, attached hereto as Exhibit B, 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 the 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.

### **32.0 GRIEVANCES**

CONTRACTOR shall establish written procedures to resolve grievances by Certified Foster Parents or staff of CONTRACTOR.

### **33.0 EVENTS OF DEFAULT**

#### **33.1 Default for Non-Performance**

COUNTY may terminate the whole or any part of this Agreement 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 exists:

33.1.1 CONTRACTOR has made a material misrepresentation of any required information in the Program Statement; or

33.1.2 CONTRACTOR fails to comply with or perform any material provision of this Agreement or fails to make progress so as to endanger performance of any term of this Agreement; or

33.1.3 Notice is given by CDSS that CONTRACTOR's Foster Family Agency Program Rate will be terminated. Actual termination of the Rate is not required for default pursuant to this provision.

### 33.2 Default for Insolvency

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

33.2.1 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;

33.2.2 The filing of a voluntary petition in bankruptcy;

33.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

33.2.4 The execution by CONTRACTOR of an assignment for the benefit of creditors.

### 33.3 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.

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

34.1 Upon determining the existence of any one or more of the circumstances heretofore described in Section 33.0, Events of Default, this Agreement may be subject to termination, by the Board of Supervisors, either immediately or within such longer time period as noticed by COUNTY.

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 58.0.

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.

- 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 contract will remain in full force and effect.

### **35.0 TERMINATION FOR IMPROPER CONSIDERATION**

- 35.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Agreement 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 or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determinations with respect to CONTRACTOR's performance pursuant to this Agreement. 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 the CONTRACTOR.
- 35.2 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.
- 35.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

### **36.0 TERMINATION FOR CONVENIENCE**

- 36.1 The performance of Services under this Agreement 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 is terminated and the date upon which such termination becomes effective.
- 36.2 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:

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

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

36.3 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 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.

### **37.0 TERMINATION OF AGREEMENT BY CONTRACTOR FOR CONVENIENCE**

37.1 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 21.0, 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 notifies CONTRACTOR, pursuant to Section 21.0, 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 58.5.

37.2 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.

### **38.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

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

- 38.2 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 on, 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.
- 38.3 COUNTY may debar CONTRACTOR if the Board of Supervisors finds, in its discretion, that CONTRACTOR has done any of the following: (1) violated any term of a contract with COUNTY or nonprofit corporation created by COUNTY, (2) committed any 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 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.
- 38.4 If there is evidence that CONTRACTOR may be subject to debarment, DCFS 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.
- 38.5 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 proposed decision, which shall contain a recommendation regarding whether CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. CONTRACTOR and DCFS shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 38.6 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.
- 38.7 These terms shall also apply to Subcontractors of COUNTY contractors.

### **39.0 LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS**

- 39.1 COUNTY's obligation is payable only and solely from funds appropriated for the purpose of this Agreement.
- 39.2 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.
- 39.3 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.
- 39.4 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. COUNTY's notice to CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar Days of the Board's approval of such actions, unless this Agreement is terminated for convenience.

### **40.0 CONFLICT OF INTEREST**

- 40.1 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.
- 40.2 No DCFS 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. No DCFS employee either active or on leave status shall be certified as a foster parent except when the DCFS Director, or delegate,

has signed a written waiver to this prohibition for purposes of entering into a foster-adopt plan of action.

- 40.3 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. 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.

#### **41.0 EMPLOYEE BENEFITS AND TAXES**

- 41.1 CONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.
- 41.2 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 or CONTRACTOR's performance hereunder.

#### **42.0 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).

#### **43.0 AGREEMENT ENFORCEMENT, QUALITY ASSURANCE PLAN, MONITORING, AND REVIEW**

- 43.1 The Director shall be responsible for the enforcement of this Agreement on behalf of COUNTY and shall be assisted therein by those officers and employees of COUNTY having duties in connection with the administration thereof. Director hereby reserves the right to assign such personnel as are needed to serve as Program Manager 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.
- 43.2 CONTRACTOR hereby agrees to cooperate with the Director, Program Manager, 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 Section 11.0, Records and Investigations.

- 43.3 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's 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 Do Not Refer Status or Do Not Use Status (Sections 17.3 & 17.4, respectfully).
- 43.4 At the request of COUNTY, upon reasonable notice, CONTRACTOR, or its appropriate representative, shall attend meetings and/or training sessions, as determined by COUNTY.

#### **44.0 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.

#### **45.0 CRIMINAL CLEARANCES**

- 45.1 For the safety and welfare of the children to be served under this Agreement, CONTRACTOR agrees, as permitted by law and as more fully set forth in the Statement of Work, 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.

- 45.2 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.
- 45.3 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 the CONTRACTOR and CCLD within 48 hours.
- 45.4 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 when such information becomes known to CONTRACTOR.

#### **46.0 CHILD SUPPORT COMPLIANCE PROGRAM**

- 46.1 CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program:
  - 46.1.1 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract 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.
  - 46.1.2 As required by COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR's duty under this Agreement to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this contract maintain 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 and Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

46.2 Termination for Breach of Warranty to Maintain Compliance with COUNTY's Child Support Compliance Program:

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Section 46.1, "CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program" shall constitute a default by CONTRACTOR under this Agreement. Without limiting the rights and remedies available to COUNTY under any other provision of this Agreement, failure to cure such default within ninety (90) Days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board of Supervisors may terminate this Agreement pursuant to Section 34.0, Termination for Contractor's Default and pursue debarment, pursuant to County Code Chapter 2.202.

46.3 CONTRACTOR's Acknowledgment of COUNTY's Commitment to Child Support Enforcement.

CONTRACTOR acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY contractors to voluntarily post COUNTY's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at CONTRACTOR's place of business. COUNTY's District Attorney will supply CONTRACTOR with the poster to be used.

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

47.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Agreement 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.

47.2 CONTRACTOR shall notify COUNTY of any new or vacant position(s) within the 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

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

48.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Agreement, CONTRACTOR shall give consideration for any such employment openings to participants in the 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. COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.

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

48.2 CONTRACTOR shall send notices to the 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  
14355 Roscoe Blvd.  
Panorama City, CA 91402

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  
3965 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

48.3 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).

#### **49.0 CONSIDERATION OF HIRING FORMER FOSTER YOUTH**

49.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Agreement to perform Services set forth herein, CONTRACTOR shall give consideration (after COUNTY employees, and GAIN/GROW participants, as described in Sections 47.0 and 48.0, 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:

Department of Children and Family Services  
425 Shatto Place, Room 307  
Los Angeles, California 90020  
FAX: (213) 383-3773

49.2 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).

#### **50.0 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 upon which COUNTY may, in its sole discretion, immediately terminate or suspend this Agreement.

## **51.0 NOTICE OF DELAYS**

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

## **52.0 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.

## **53.0 PROPRIETARY RIGHTS**

53.1 During and subsequent to the term of this Agreement, 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 make copies thereof, and use the working papers and the information contained therein.

53.2 To the extent that 45 CFR 95.617 applies to this Agreement, this Section 53.2 shall be applicable. Notwithstanding any other provision of this Agreement, 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, 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, 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 the CONTRACTOR from seeking a trademark to its intellectual property developed during the term of this contract.

- 53.3 Any materials, data and information not developed under this Agreement, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET", "PROPRIETARY", or "CONFIDENTIAL".
- 53.4 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 53.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.
- 53.5 Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated in any way under Section 53.4 for:
  - 53.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Section 53.3;
  - 53.5.2 Any materials, data and information covered under Section 53.2; and
  - 53.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law
- 53.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Agreement. 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.
- 53.7 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.
- 53.8 The provisions of Sections 53.5, 53.6, and 53.7 shall survive the expiration or termination of this Agreement.

## 54.0 FIXED ASSETS

- 54.1 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.
- 54.2 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.
- 54.3 CONTRACTOR shall, for any real estate or land or Fixed Asset costing \$25,000 or more of funds provided to the CONTRACTOR through this Agreement, 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 days working days, CONTRACTOR will notify the Chief Deputy for DCFS.
- 54.4 Upon obtaining COUNTY's prior written approval, the items referenced in Section 54.3 may be purchased and owned by CONTRACTOR. If such prior written approval is not obtained by CONTRACTOR, title to the items referenced in Section 54.3 will vest with COUNTY. All Fixed Assets not requiring COUNTY's prior written approval as described in Section 54.3 shall be deemed owned by CONTRACTOR.

## 55.0 REPORTING SUSPECTED CHILD ABUSE

- 55.1 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 Certified Foster Parents to **immediately**, upon discovery, notify the Child Protection Hotline (CAHL), the DCFS Quality Assurance Division, and CCLD, whenever CONTRACTOR reasonably suspects that a Placed Child has been a victim of abuse and/or is in danger of future abuse. CONTRACTOR will remain with the Placed Child if imminent risk is present. The CONTRACTOR shall not and Certified Foster Parents will be trained not to investigate allegations of child abuse and establish disposition prior to the investigation by the DCFS Quality Assurance Division and CCLD. If the CONTRACTOR decertifies a Certified Family Home at the request of the Certified Foster Parent during an investigation and prior to disposition CONTRACTOR shall note the investigative status on the Foster Family Agencies Notification of Action Taken form [LIC #197].
- 55.2 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:

55.2.1 A requirement that all employees, consultants, or agents performing Services under this Agreement 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.

55.2.2 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.

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

## **56.0 COMMUNITY BUSINESS ENTERPRISES PROGRAM**

In accordance with COUNTY policy, CONTRACTOR has submitted a true and correct copy of the Certification Application, which is attached as Exhibit K.

## **57.0 AUTHORIZATION WARRANTY**

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

## **58.0 DISPUTE RESOLUTION PROCEDURE**

58.1 CONTRACTOR and COUNTY agree to act promptly and diligently to first mutually resolve any disputes, pursuant to procedures set forth in this Agreement. All such disputes shall thereafter be subject to the provisions of this Section 58.0.

58.2 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 Section 17.0 of this Agreement. COUNTY shall continue to pay sums not in dispute, during any such period of continued performance.

58.3 Nothing in this Section 58.0 herein prevents COUNTY or CONTRACTOR from seeking provisional remedies, such as injunction or extraordinary relief such as a writ.

- 58.4 CONTRACTOR shall retain all rights to appeal the 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 the 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.
- 58.5 As to any dispute arising out of or relating to this Agreement, including the breach, termination or validity thereof, which has not been resolved by the filing of a claim pursuant to paragraph 58.4 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.
- 58.6 Nothing herein precludes the COUNTY and CONTRACTOR from mutually agreeing in writing to settle any disputes by binding arbitration or any other alternative dispute resolution procedure.
- 58.7 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.

#### **59.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN**

CONTRACTOR represents and warrants that it has registered in the COUNTY's WebVen. Prior to a contract award, all potential contractors must register in the 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 the 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'.)*

#### **60.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The 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 of this Agreement and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

## **61.0 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 the COUNTY's policy to encourage all COUNTY Contractors to voluntarily post the 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. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used.

## **62.0 COMPLIANCE WITH JURY SERVICE PROGRAM**

CONTRACTOR is subject to the provisions of the 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.

### **62.1 Written Employee Jury Service Policy**

62.1.1 Unless CONTRACTOR has demonstrated to the 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 the 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 the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

62.1.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the 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 the 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 the 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.

62.1.3 If CONTRACTOR is not required to comply with the Jury Service Program when the 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. The COUNTY may also require, at any time during the term of this Agreement and at its sole discretion, that CONTRACTOR demonstrate to the 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.

62.1.4 CONTRACTOR's violation of this Section of the Agreement may constitute a material breach of the 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.

## **63.0 INTERPRETATION OF AGREEMENT**

### **63.1 Validity**

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

### **63.2 Governing Laws, Jurisdiction and Venue**

This Agreement 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 and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

### 63.3 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 or stopping COUNTY from enforcing the full provisions thereof.

### 63.4 Construction of Agreement

COUNTY and CONTRACTOR expressly agree that this Agreement was jointly drafted, and that both parties have had the opportunity to fully negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. This Agreement shall therefore be construed neither against nor in favor of either party, but shall be construed in a neutral manner.

### 63.5 Caption Headings

Captions and section headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing this Agreement.

**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
FOSTER FAMILY AGENCY AGREEMENT  
FOR FOSTER CARE**

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Agreement to be subscribed on its behalf by the Director of the Department of Children and Family Services and the CONTRACTOR has subscribed the same through its authorized officer, as of the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
David Sanders, Ph.D., Director  
Department of Children and  
Family Services

FAMILIES UNITING FAMILIES  
CONTRACTOR

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

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

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL  
LLOYD W. PELLMAN, County Counsel

\_\_\_\_\_  
By Richard Bloom, Deputy County Counsel

**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
FOSTER FAMILY AGENCY FOSTER CARE AGREEMENT**

**EXHIBIT A**

**STATEMENT OF WORK**

**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
FOSTER FAMILY AGENCY FOSTER CARE AGREEMENT**

**STATEMENT OF WORK**

**TABLE OF CONTENTS**

<b>PART</b>	<b>PAGE</b>
A. OVERVIEW OF THE FOSTER FAMILY AGENCY STATEMENT OF WORK .....	2
B. TABLE OF DELIVERABLES .....	5
C. DELIVERABLE, LEVEL OF PERFORMANCE, AND BY WHOM MONITORED.....	9
1.0 CHILD SAFETY, SUPERVISION, AND CERTIFIED FAMILY HOME ENVIRONMENT.....	10
2.0 HEALTH/MEDICAL NEEDS.....	14
3.0 CHILDREN'S PERSONAL NEEDS/SURVIVAL AND ECONOMIC BEING.....	18
4.0 CHILDREN'S PERSONAL RIGHTS AND SOCIAL/EMOTIONAL WELL-BEING.....	23
5.0 EDUCATION AND WORKFORCE READINESS.....	33

**PART A: OVERVIEW OF THE FOSTER FAMILY AGENCY STATEMENT OF WORK**

## OVERVIEW

The Department of Children and Family Services (DCFS) has incorporated in this Statement of Work (SOW) the following principles of child placement in which DCFS: (1) determines a Placed Child's permanency plan as quickly as possible; (2) implements permanency plans in family settings; and (3) if the permanency plan is for out-of-home placement, *wraps the necessary services around the Placed Child* to ensure placement success and prevent replacements.

Consistent with these actions, the COUNTY has included, in addition to former and other deliverables, corresponding deliverables regarding: (1) the training requirements of Certified Foster Parents; (2) permanency planning; (3) adoption; (4) sibling-group placements; and (5) neighborhood/school-based placements.

### 1. Training of Certified Foster Parents

These deliverables are found in the SOW, Section C 4.1. CONTRACTORS shall train Certified Foster Parents to meet the Placed Children's needs and understand the objectives to include: (1) family reunification; (2) permanent placement; (3) adoption; (4) placing sibling groups in the same home; and (5) neighborhood/school-based placements.

### 2. Permanency Planning

These deliverables are found in the SOW, Section C 4.2. The CONTRACTOR shall for all Placed Children document on the CONTRACTOR's intake form the Placed Child's permanency plan as provided by the Children's Social Worker (CSW). The CONTRACTOR shall, to the extent possible and appropriate, and in full communication and cooperation with the CSW, place each child in a family reunification, permanent placement, adoptive, sibling group, or neighborhood/school-based Certified Family Home setting that is consistent with the Placed Child's permanency plan.

The deliverables addressing permanency planning also include: (1) preplacement visits [SOW, Section C 4.10]; (2) a reason a Foster Family Agency (FFA) may choose to assess a Certified Family Home for placement of more than two children to arrange a placement setting consistent with the Placed Child's permanency plan [SOW, Section C 4.11]; (3) the content of the Needs and Services Plan [SOW, Section C 4.15] and; (4) the types of Services provided [SOW, Sections C 4.20–24].

### 3. Adoption

These deliverables are found in the SOW, Section C 4.2. When the permanency plan is immediate adoption (the Placed Child has been identified as Fast Track to Permanency), the CONTRACTOR shall determine and document in the CONTRACTOR's intake form whether the Certified Family Home, which also has an

approved adoption home study, is available and appropriate prior to accepting the child.

The deliverables addressing adoption also include: (1) facilitating legal permanency plans [SOW, Section C 4.21]; (2) participation in adoption assessments [SOW, Section C 4.22]; and (3) providing adoption-related Services [SOW, Section C 4.23].

#### 4. Sibling-Group Placements

These deliverables are found in the SOW, Section C 4.3. Children, who are accepted as a sibling group and placed together, shall remain together unless approved by the CSW. For sibling groups placed within different Certified Family Homes in the same FFA, the CONTRACTOR shall document efforts to reunite siblings into one Certified Family Home or reasons why it is inappropriate in the Placed Children's case records.

The deliverables addressing sibling group placements also include: (1) preplacement visits [SOW, Section C 4.10]; (2) a reason a FFA may choose to assess a Certified Family Home for placement of more than two children to arrange a placement setting for a sibling group [SOW, Section C 4.11]; and (3) the content of the Needs and Services Plan [SOW, Section C 4.15].

#### 5. Neighborhood/School Based Placements

These deliverables are found in the SOW, Section C 4.4. The CONTRACTOR shall, to the extent possible and appropriate, and in full communication and cooperation with the CSW, place each child in an appropriate Certified Family Home in the child's own neighborhood or in the same school district so that the child may continue to attend his/her home school.

The deliverables addressing neighborhood/school based placements also include: (1) emergency replacements [SOW, Section C 1.2]; (2) preplacement visits [SOW, Section C 4.10]; (3) a reason a FFA may choose to assess a Certified Family Home for placement of more than two children to arrange a placement setting in the child's own neighborhood or school district [SOW, Section C 4.11]; and (4) the content of the Needs and Services Plan [SOW, Section C 4.15].

**PART B**

**TABLE OF DELIVERABLES**

## PART B: TABLE OF DELIVERABLES

#	DELIVERABLES
<b>1.0</b>	<b>CHILD SAFETY, SUPERVISION, AND CERTIFIED FAMILY HOME ENVIRONMENT</b>
1.1	Prior authorization required for movement of a DCFS Placed Child within CONTRACTOR's program
1.2	Procedure for emergency replacement
1.3	Staff requirements and exceptions
1.4	Declarations of part-time contract social workers
1.5	Required Services by CONTRACTOR's social work staff
1.6	Requirements and duties of Certified Foster Parents and others who supervise Placed Children
1.7	Submit staff fingerprint clearances, a Criminal Record Statement (LIC 508), Child Abuse Index checks, and reporting convictions
1.8	Staff language requirements
1.9	Monitoring the supervision of Placed Children
1.10	Required visits by social work staff with Placed Child and Certified Foster Parents
1.11	Monitoring of housing, furniture, housekeeping, and home environment for health, safety, appropriateness, maintenance
1.12	Monitoring of chores
<b>2.0</b>	<b>HEALTH/MEDICAL NEEDS</b>
2.1	Meeting the medical, dental, and psychiatric needs of the Placed Child
2.2	Obtaining reimbursement for medical, dental, and psychiatric costs
2.3	Use of Child Health Disability Prevention (CHDP) medical/dental providers
2.4	Monitoring immunizations and routine health care
2.5	Maintenance of plans for emergency medical and dental treatment of Placed Children
2.6	Providing physical/dental exams, medical/dental care, and medical/dental instructions prior to Emancipation
2.7	Monitoring of grooming and hygiene
2.8	Providing psychiatric care and clinical evaluations by DMH approved providers
2.9	Providing emergency psychiatric treatment
2.10	Providing assessment, continuing evaluation, and the required court authorizations for Placed Children on psychotropic medications
2.11	Monitoring of medications
2.12	Maintaining the Health Portion of the Health and Education Passport

<b>3.0</b>	<b>CHILDREN'S PERSONAL NEEDS/SURVIVAL AND ECONOMIC WELL-BEING</b>	
3.1	9.0	Monitoring the amount of Placed Child's allowance
3.2	10.0	Monitoring of the allowance logs
3.3	11.0	Securing and use of Placed Child's allowance, earnings, and other income, and monitoring that spending b Case Plan and the Placed Child's desires
3.4	12.0	Use of monetary consequences
3.5	13.0	Monitoring that Placed Child's allowance or earnings are not used or substituted for items the CONTRACTO Parents must provide
3.6	14.0	Securing a Placed Child's money
3.7	15.0	Monitoring for a balanced diet and snacks
3.8	16.0	Monitoring for special diets and informing the CSW of the need for a special diet
3.9	17.0	Monitoring for health and safety in food preparation and storage
3.10	18.0	Requirements regarding clothing size, condition, appropriateness, selection, cleaning, mending, monitoring
3.11	19.0	Monitoring for meeting the full clothing standard in a timely manner
3.12	20.0	Monitoring for meeting special clothing needs
3.13	21.0	Monitoring that Placed Child need not buy clothing with his/her own funds
3.14	22.0	Monitoring and updating of clothing inventories
3.15	23.0	Provision of storage and security of a Placed Child's clothing during placement
3.16	24.0	Monitoring for gathering and storage of a Placed Child's personal belongings at termination of placement
3.17	25.0	Monitoring of personal care items
3.18	26.0	Monitoring of supply, cleanliness, and condition of linens, blankets, window treatments, etc.
3.19	27.0	Monitoring of planned activities and use of community resources
3.20	28.0	Maintenance of life book/photo album
<b>4.0</b>	<b>CHILDREN'S PERSONAL RIGHTS AND SOCIAL/EMOTIONAL WELL-BEING</b>	
4.1	29.0	Training requirements for Certified Foster Parents
4.2	30.0	Permanency planning
4.3	31.0	Sibling-group placements
4.4	32.0	Community-based placement
4.5	33.0	Providing the location of the Certified Family Home prior to placement and not moving a Placed Child witho
4.6	34.0	Acceptance of all children who meet Program Statement criteria
4.7	35.0	Requirement for emergency intakes 24/7
4.8	36.0	Denying placement of children who do not meet the license or Program Statement criteria
4.9	37.0	Completing the Declaration in Support of Access to Juvenile Records form (DCFS 4389) for the release of f
4.10	38.0	Procedure for pre-placement visits
4.11	39.0	Requirement of an assessment prior to the placement of more than two children in a Certified Family Home
4.12	40.0	Requirements for the orientation of Placed Children
4.13	41.0	Requirements for visitation of Placed Children
4.14	42.0	Requirements for the Needs and Services Plan
4.15	43.0	Required content of the Needs and Services Plan
4.16	44.0	Required content of the modifications to the Needs and Services Plan

4.17	45.0	Participation in the Needs and Services Plan by the Placed Child, CSW, Certified Foster Parents, and family
4.18	46.0	Placed Children's cultural awareness
4.19	47.0	Developing life goals and objectives with the Placed Child
4.20	48.0	Providing reunification Services
4.21	49.0	Facilitating legal permanency plans
4.22	50.0	Participation in adoptions assessments
4.23	51.0	Providing adoption-related Services
4.24	52.0	Required transportation Services for Placed Children
4.25	53.0	Monitoring drivers' licenses, vehicle safety, and vehicle equipment
4.26	54.0	Monitoring Certified Foster Parents' driving records and auto liability insurance
4.27	55.0	Written notice at least 7 days prior to the discharge of a Placed Child
<b>5.0</b>		<b>EDUCATION AND WORKFORCE READINESS</b>
5.1	56.0	Maintaining the Education Portion of the Health and Education Passport
5.2	57.0	Enrollment of a Placed Child in school in three days
5.3	58.0	Monitoring Certified Foster Parents' participation in Placed Child's school program
5.4	59.0	Monitoring daily homework and cognitive/developmental stimulation
5.5	60.0	Seeking teacher recommended activities and tutoring for the Placed Child
5.6	61.0	Reporting educational information to the CSW
5.7	62.0	Requirements for school photos, uniforms, proms, graduations, etc.
5.8	63.0	Developing and implementing the TILP
5.9	64.0	Completing the DCFS 5205 B (Revised 12-02)
5.10	65.0	Monitoring for cooperation with the E-STEP program
5.11	66.0	Facilitating participation of the Placed Child in the ILP program
5.12	67.0	Teaching the Placed Child independent living skills

## PART C

### DELIVERABLE, LEVEL OF PERFORMANCE, AND BY WHOM MONITORED

- 1.0 CHILD SAFETY, SUPERVISION, AND CERTIFIED FAMILY HOME ENVIRONMENT .....
- 2.0 HEALTH/MEDICAL NEEDS  
.....  
.....
- 3.0 CHILDREN'S PERSONAL NEEDS/SURVIVAL AND ECONOMIC WELL-BEING .....
- 4.0 CHILDREN'S PERSONAL RIGHTS AND SOCIAL/EMOTIONAL WELL-BEING .....
- 5.0 EDUCATION AND WORKFORCE READINESS  
.....

**PART C: DELIVERABLE, LEVEL OF PERFORMANCE, AND BY WHOM MONITORED**

**1.0 CHILD SAFETY, SUPERVISION, AND CERTIFIED FAMILY HOME ENVIRONMENT**

DELIVERABLE	TASK
<p>1.1 Prior authorization required for movement of a DCFS Placed Child within the CONTRACTOR's program.</p>	<p>The CONTRACTOR may move a Placed Child from one home to another home within the CONTRACTOR's program only after receiving prior authorization from either the Placed Child's CSW, the CSW's supervisor, or the CSW's administrator, except as set forth in Section 1.1. Section 1.1 shall apply to any movement of a Placed Child, which is sought by the CONTRACTOR to provide respite care to a Certified Foster Parent. The CONTRACTOR shall document the request with the approving CSW or administrator and place it in the Placed Child's record.</p> <p>The COUNTY shall not unreasonably withhold or delay authorization for the CONTRACTOR to move a Placed Child from one home to another.</p>
<p>1.2 Procedure for emergency replacement.</p>	<p>In the event of an emergency, the CONTRACTOR may move a Placed Child without prior authorization from the CSW. The FFA shall make every effort to keep the child in the school. For the purposes of this paragraph, an emergency is defined as any situation that threatens the health and safety of the Placed Child or others in the Certified Family Home.</p> <p>The CONTRACTOR shall notify either the Placed Child's CSW, the CSW's supervisor, or the CSW's administrator or, after working hours, the Child Protection Hotline (800-540-4000) in the event of an emergency replacement. Notification shall be made as soon as possible but no later than 24 hours after the Placed Child is moved. The CONTRACTOR shall then discuss the situation with the CSW or the CSW's supervisor and document the conversation and decision in the Placed Child's record.</p>
<p>1.3 Staff requirements and exceptions.</p>	<p>The CONTRACTOR shall adhere to all Community Care Licensing Division (CCLD) requirements in connection with staff requirements and exceptions.</p>
<p>1.4 Declarations of part-time contract social workers.</p>	<p>The CONTRACTOR shall place any CCLD approved exceptions in the affected employee's personnel file and make them available to DCFS upon request. The CONTRACTOR is responsible to obtain written declarations from any contract social workers utilized on a part-time basis to the effect that the contract social worker's total contracted caseload across all contracting agencies does not exceed 15 Placed Children.</p>

DELIVERABLE	TASK
1.5 Required Services by CONTRACTOR's social work staff.	The CONTRACTOR's social work staff shall provide Services as set forth in the CONTRACTOR Program Statement, Exhibit B of the Agreement, and in Title 22, Division 6, Chapter 8.8, Sections 88065(a)(9), 88065.3(a) and (g), 88068.1(b)(2) and (3), 88068.2(a), and 88068.3(a). Services shall include: (1) qualified social work personnel available on a 24-hour basis to respond to any emergency within a two-hour period; (2) provision of social Services of the FFA; (3) orientations for potential Certified Foster Parents; (4) initial and continued evaluation and assessment of Certified Foster Parents and Certified Foster Parents' homes; (5) initial and continued assessments of Placed Children to determine if the FFA can meet the Placed Children's Service needs; (6) placement of the child in the Certified Family Home; (7) development of the Needs and Services Plan and updates of the Needs and Services Plan; (8) supervision of placement including direct contact with the Placed Child and the Certified Foster Parents; and (9) provision of support services to the Certified Foster Parents.
1.6 Requirements and duties of Certified Foster Parents and others who supervise Placed Children.	The CONTRACTOR shall monitor for compliance that the Certified Foster Parents and others who supervise the Placed Children meet all the requirements and perform all the duties specified in (1) Title 22, Division 6, Chapter 1, Sections 80065(d) (2), 80065(e), and 80065(f) through (m); and (2) Division 6, Chapter 4, Sections 83064(b), 83065(b), 83065(c), and 83066(d).
1.7 Submit staff fingerprint clearances, a Criminal Record Statement (LIC 508), Child Abuse Index checks, and reporting of subsequent arrests or convictions.	<p>For the safety and welfare of the Placed Children, the CONTRACTOR agrees, as permitted by law, to: (1) submit FBI fingerprint clearances for all staff having contact with clients; (2) ensure that all employment applications include a completed Criminal Record Statement (LIC 508); and (3) ensure that all staff meet the requirements for criminal clearance found in California Health and Safety Code, Section 13300 (Exhibit F) and as specified in Title 22, Division 6, Chapter 1, Article 3, Section 80019(a)(1). The CONTRACTOR shall also submit a Child Abuse Index check for each hired employee.</p> <p>The CONTRACTOR shall notify the COUNTY Program Manager of any known arrest or subsequent conviction, other than for minor traffic offenses, of the following: (1) any employee, independent contractor, volunteer staff, or Subcontractor who comes in contact with Placed Children while providing Services under the Agreement; (2) any adult responsible for administration or direct supervision of staff; (3) any person, other than a Placed Child, residing in the facility; (4) any person who provides a Placed Child assistance in dressing, grooming, bathing or personal hygiene; (5) if the CONTRACTOR is a firm, partnership, association, or corporation, the executive officer of CONTRACTOR or other person serving in like capacity; and (6) any officers of the governing body of the applicant, or other persons with a financial interest in the applicant, as determined necessary by CDSS by regulation. Such notice shall be given within the next working day of the time such information becomes known to the CONTRACTOR.</p>
1.8 Staff language requirements.	The CONTRACTOR shall, to the extent possible and if resources are available, provide and social work personnel who are proficient in both speaking and writing the language of the CONTRACTOR's Certified Foster Parents and the Placed Children.

DELIVERABLE	TASK
1.9 Monitoring the supervision of Placed Children.	The CONTRACTOR shall, in accordance with Title 22 and the Needs and Service monitor for compliance that Certified Foster Parents and caretakers know where the Children are at all times and are able to identify who is responsible for the Placed supervision. The Placed Child may leave the Certified Family Home unaccompanied appropriate, for specific purposes in accordance with the Needs and Services Plan.
1.10 Required visits by social work staff with Placed Child and Certified Foster Parents.	<p>The CONTRACTOR's social work staff shall make and document weekly face-to-face c with the Placed Child during the first three (3) months of placement. Two of the contacts each month shall be made in the Certified Family Home. These requirements a initial placements of children of any age. They also apply to any subsequent replacem the CONTRACTOR's Certified Family Homes of children five years old and younger fo (3) months and of children six years and older for one (1) month. Thereafter there sha fewer than two face-to-face contacts per month approximately 14 days apart with each Child and Certified Foster Parent. The FFA social workers shall interview the Placed C privately at least monthly regarding quality of life issues and shall document the results o interviews.</p> <p>The CONTRACTOR shall document an inspection of each Certified Family Ho compliance with Title 22 per the timelines and provisions of the approved Program State</p>
1.11 Monitoring of housing, furniture, housekeeping, and home environment for health, safety, appropriateness, maintenance, and cleanliness.	<p>The CONTRACTOR shall monitor Certified Foster Parents for compliance with Title 22, 6, Chapter 1, Sections 80087 and 80088, and Chapter 4, Sections 83087, 83087.1, 8 and 83088, to provide: (1) a home and yards that are safe, well-maintained, and appro furnished; (2) age appropriate environment; (3) a bedroom, or sufficient space in a bedroom, with a comfortable mattress in good condition and adequate space to store c and personal items; (4) an appropriate and well-lit space for studying; (5) acc housekeeping; and (6) safety gates and latches.</p> <p>The CONTRACTOR shall monitor Certified Foster Parents for compliance with Title 22, 6, Chapter 1, Articles 7 and 8, and Chapter 4, Article 7, regarding physical environm health-related Services.</p> <p>The CONTRACTOR shall monitor for compliance that: (1) Placed Children are not exp second-hand smoke; and (2) Placed Children under eighteen (18) years of age permitted to use any tobacco products under any circumstances.</p>
1.12 Monitoring of chores.	The CONTRACTOR shall monitor for compliance that Certified Foster Parents appro assign and supervise performance of chores within the context of a family setting appro the Placed Child.

## 2.0 HEALTH/MEDICAL NEEDS

DELIVERABLE	TASK
2.1 Meeting the medical, dental, and psychiatric needs of the Placed Child.	<p>The CONTRACTOR shall monitor that the necessary medical, dental, and psychiatric needs of the Placed Child are met in accordance with the Child Health Disability Prevention (Exhibit A-IX), the Medi-Cal program, and Title 22, Division 6, Chapter 1, Section 80000, and Chapter 4, Section 83075.</p> <p>If a Placed Child does not have valid proof of Medi-Cal coverage, the CONTRACTOR shall immediately contact the Foster Care Hotline (800-697-4444) and notify the CSW.</p> <p>For any services eligible for Medi-Cal reimbursement and not covered by private insurance, the CONTRACTOR shall, to the extent feasible, obtain medical, dental, or psychiatric care for the Placed Child through a COUNTY or COUNTY contracted facility.</p>
2.2 Obtaining reimbursement for medical, dental, and psychiatric costs.	<p>The CONTRACTOR shall utilize the Medi-Cal program for all eligible medical, dental, and psychiatric care costs for Placed Children.</p> <p>For any services not eligible for Medi-Cal reimbursement and not covered by private insurance, the CONTRACTOR shall, to the extent feasible, obtain medical, dental, or psychiatric services for the Placed Child through a COUNTY or COUNTY contracted facility.</p> <p>For any non-emergency services not eligible for Medi-Cal reimbursement, not covered by private insurance, and not obtainable at a COUNTY or COUNTY contract facility, the CONTRACTOR must request by facsimile prior written approval from the CSW or the CSW's supervisor. If the CSW does not respond to CONTRACTOR's verbal or written request within three (3) business days, CONTRACTOR may attempt to contact the SCSW. If the SCSW does not respond to CONTRACTOR within three (3) business days, services shall be considered to be pre-authorized by the CSW or SCSW.</p>
2.3 Use of Child Health Disability Prevention (CHDP) medical/dental providers.	<p>The CONTRACTOR shall, to the extent possible, utilize a Child Health Disability Prevention (CHDP) provider doctor/dentist, who does CHDP equivalent exams and performs medical/dental assessment, care, and follow through. See Exhibit A-IX, Required Medical/Dental Exams for Placed Children (Periodicity Schedule for Health Assessment Requirements by Age Groups).</p>
2.4 Monitoring immunizations and routine health care.	<p>The CONTRACTOR shall monitor the immunization and routine health care status of all Placed Children and shall accurately reflect this information in the Placed Child's medical record or Health Portion of the Health and Education Passport when provided by DCFS.</p>

DELIVERABLE	TASK
2.5 Maintenance of plans for emergency medical and dental treatment of Placed Children.	The CONTRACTOR shall monitor for compliance that Certified Foster Parents have emergency medical and dental treatment of a Placed Child.
2.6 Providing physical/dental exams, medical/dental care, and medical/dental instructions prior to Emancipation.	To the extent reimbursed by Medi-Cal or private insurance or otherwise reimbursed by COUNTY, the CONTRACTOR shall ensure that each Placed Child receives routine physical/dental exams, any needed medical or dental care, and information and instructions regarding on-going medical or dental treatment or medications needed within the three-month period prior to Emancipation.
2.7 Monitoring of grooming and hygiene.	The CONTRACTOR shall monitor for compliance that Certified Foster Parents provide Placed Children age-appropriate instructions in proper grooming and personal hygiene.
2.8 Providing psychiatric care and clinical evaluations by DMH approved providers.	<p>The CONTRACTOR shall monitor for compliance that psychiatric needs of the Placed Child are met in accordance with the CHDP Program, Medi-Cal program and CCLD regulations to the extent that funding and Services are available.</p> <p>The CONTRACTOR shall take all necessary steps to monitor that any Placed Child with a known history of psychiatric problems (including hospitalizations) receive a psychiatric evaluation, provided that such evaluation is authorized by the Department of Mental Health (DMH), and submit the written results of such tests, when in possession, to the CSW.</p>
2.9 Providing emergency psychiatric treatment.	The CONTRACTOR shall have a plan for emergency psychiatric treatment of a Placed Child. Each Certified Foster Parent shall be trained in the procedures to activate this plan.

DELIVERABLE	TASK
<p>2.10 Providing assessment, continuing evaluation, and the required court authorizations for Placed Children on psychotropic medication.</p>	<p>The CONTRACTOR shall monitor for compliance that Placed Children on psychotropic medication have a psychiatric/psychological assessment, indicating the Placed Child's diagnosis, need for treatment, prognosis, and possible side effects of the medication. The CONTRACTOR shall arrange for the Placed Child to receive monthly evaluation by the prescribing physician unless otherwise documented by the physician.</p> <p>The CONTRACTOR in conjunction with the CSW shall monitor each psychotropic medication for a Placed Child that: (1) the prescribing physician submits a request and obtains a renewal authorization; and (2) these requests and orders are renewed every six (6) months (Except as otherwise specified). Upon receipt from the CSW or physician, the CONTRACTOR shall maintain copies of all medication authorizations in the Placed Child's case record.</p> <p>The CONTRACTOR shall incorporate into the treatment plan all psychotropic medications that the Placed Child receives.</p>
<p>2.11 Monitoring of medications.</p>	<p>The CONTRACTOR shall monitor for compliance that Certified Foster Parents record the date, and time of all prescription and non-prescription medication administered to the Placed Child.</p> <p>At the time of a child's replacement, the CONTRACTOR shall entrust any medication authorizations for the administration of psychotropic drugs to the CSW.</p>

DELIVERABLE	TASK
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2.12 Maintaining the Health Portion of the Health and Education Passport.

The Health and Education Passport (Black Binder) consists of: (1) instructions on page 1 regarding medical and dental information in Section 1; (3) educational information in Section 2; and (4) placement documentation in Section 3.

The CSW will provide CONTRACTOR with all medical information and reports that are in the possession to be contained in the Placed Child's Black Binder, or the equivalent, at the time of placement subject to confidentiality law restrictions. The CONTRACTOR shall update the Health Portion of the Placed Child's Black Binder during the course of treatment by following the instructions on page 1. This includes the mental health, dental, and health information regarding: (1) providers' names and addresses; (2) all mental health, dental, and health problems identified and Services provided, visits, and testing; (3) hospitalizations; (4) immunizations; (5) allergies; (6) current medications; and (7) any other relevant mental health, dental, and health information. The doctor or his staff must record medical and dental information such as immunizations given, medical diagnoses, and prescribed medications in the Education Portion of the Black Binder, see Section 5.1 below.)

If the Black Binder is not provided by the CSW within thirty (30) days of initial placement, the CONTRACTOR is to initiate the Black Binder information (Exhibit I) and report lack of the Black Binder to DCFS Program Manager. The CONTRACTOR shall not be held responsible in an audit for failure to have documents that were in existence at the time of placement but were not provided to the CONTRACTOR by the COUNTY.

The CONTRACTOR shall provide the updated Black Binder to the CSW at the time the Placed Child departs from the CONTRACTOR's program or provide the Black Binder within forty-eight (48) hours to the COUNTY or the CSW if the CSW is not present at the time of the Placed Child's departure. (See Welfare and Institutions Code (WIC), Section 16010, Exhibit I.) The CONTRACTOR shall update and be responsible for the Black Binder information only during the course of the placement.

The CONTRACTOR shall provide the Certified Foster Parents with copies of updated records when received from DCFS for inclusion in the Black Binder.

The CONTRACTOR shall monitor for compliance that Certified Foster Parents maintain in a secure location (inaccessible to children) all documents set forth in Title 22, Division 6, Section 83070.

### 3.0 CHILDREN'S PERSONAL NEEDS/SURVIVAL AND ECONOMIC WELL-BEING

DELIVERABLE	TASK
3.1 Monitoring the amount of the Placed Child's allowance.	<p>The CONTRACTOR shall abide by the requirements outlined in Title 22, Division 6, Chapter 80026 and adhere to their own Program Statement.</p> <p>The CONTRACTOR shall monitor for compliance that Certified Foster Parents provide allowance which is appropriate to the Placed Child's age and reasonably commensurate with peer group standards as described in the CONTRACTOR's Program Statement.</p>
3.2 Monitoring of the allowance logs.	<p>The CONTRACTOR shall monitor for compliance that the Certified Foster Parent maintain a log indicating the date, the amount of allowance the Placed Child receives, and the Placed Child's signature (when age appropriate) upon receipt of the allowance.</p>
3.3 Securing and use of Placed Child's allowance, earnings, and other income, and monitoring that spending be in accordance with the Case Plan and the Placed Child's desires.	<p>The CONTRACTOR shall work with the Certified Foster Parents and the CSW to agree on the method of securing the Placed Child's income and monitoring the Placed Child's use of funds, including the establishment of a bank account where appropriate. Certified Foster Parents shall encourage Placed Children age fourteen (14) and older to save their earnings until Emancipation.</p> <p>The Placed Child's allowance, earnings, or other income may be applied toward clothing items, tools, and other personal property above the basic Services to be provided by the CONTRACTOR herein. Beyond supervision of spending for appropriateness, age appropriateness, and health, the CONTRACTOR shall monitor for compliance that Certified Foster Parents do not permit the Placed Child to spend his/her allowance, earnings, and other income in accordance with the Needs and Services Plan and as the Placed Child desires.</p>
3.4 Use of monetary consequences.	<p>Certified Foster Parents may apply monetary consequences in accordance with the Youth Bill of Rights (Exhibit A-I). Independent Living Program (ILP) incentive money shall not be considered "income" to the Placed Child and shall not be withheld from the Placed Child by the CONTRACTOR or Certified Foster Parents.</p> <p>Certified Foster Parents shall maintain an account of monetary fines collected.</p>
3.5 Monitoring that Placed Child's allowance or earnings are not used or substituted for items the CONTRACTOR or Certified Foster Parents must provide.	<p>The CONTRACTOR shall monitor for compliance that Certified Foster Parents not permit the Placed Child to use his/her allowance or earnings to purchase items that Certified Foster Parents or the CONTRACTOR is responsible to provide as described in the CONTRACTOR's Program Statement. These items include: (1) clothing; (2) personal care/hygiene items such as diapers, baby clothes, baby sitter, etc., for child(ren) placed with a minor parent if the Certified Foster Parents receive infant supplement money.</p> <p>The CONTRACTOR shall monitor for compliance that Certified Foster Parents do not substitute monetary allowances with non-monetary items such as clothing, food, and other items. Certified Foster Parents are responsible for providing.</p>

DELIVERABLE	TASK
3.6 Securing a Placed Child's money.	If a Placed Child is unable to handle money, the CONTRACTOR shall provide the Placed Child with instruction on how to handle money and put the Placed Child's money in a secure location until the Placed Child is able to handle his/her money independently.
3.7 Monitoring for a balanced diet and snacks.	The CONTRACTOR shall monitor for compliance that Certified Foster Parents provide a balanced diet in sufficient quantities as defined in Title 22, Division 6, Chapter 1, Section 80076, and Chapter 4, Section 83076. A variety of snacks shall be made reasonably available unless specified in the Needs and Services Plan.
3.8 Monitoring for special diets and informing the CSW of the need for a special diet.	The CONTRACTOR shall monitor for compliance that Certified Foster Parents provide for special dietary needs of the Placed Child including, but not limited to, vegetarian diets, kosher diets, or diets based on health needs as identified in the Needs and Services Plan. The CONTRACTOR shall inform the CSW when special dietary needs arise due to medical or behavioral problems/conditions.
3.9 Monitoring for health and safety in food preparation and storage.	The CONTRACTOR shall monitor for compliance with Title 22, Section 80076, for food safety, food preparation, and sanitation procedures to prevent transmission of infectious illness. The CONTRACTOR shall monitor for compliance that Certified Foster Parents do not serve unpasteurized milk for drinking.
3.10 Requirements regarding clothing size, condition, appropriateness, selection, cleaning, mending, monitoring, etc.	Clothing shall fit according to industry size charts and shall in no situation be too small or too large than two sizes larger than actual measurements indicate. The clothing shall also be in good condition, and appropriate for the intended use and season, including the school code. In no event shall the CONTRACTOR provide used/second hand underwear or swimwear. The CONTRACTOR may use donations of new clothing to achieve the Clothing Standard. The Placed Child shall be involved in the selection of clothing based on the developmental needs of the child. The clothing is the property of the Placed Child and shall be retained by the Placed Child or his/her representative upon termination of placement. The CONTRACTOR shall monitor for compliance that Certified Foster Parents provide for laundry, dry cleaning, and mending of clothing in accordance with the Program Statement.
3.11 Monitoring for meeting the full clothing standard in a timely manner.	The CONTRACTOR shall monitor for compliance that each Placed Child has the appropriate clothing listed within the timeframes stated in the DCFS Clothing Standard (Exhibit A-V).
3.12 Monitoring for meeting special clothing needs.	The CONTRACTOR shall monitor for compliance that Certified Foster Parents plan for the needs of the Placed Child and arrange for the purchase (as appropriate) of school uniforms, sports uniforms, sports equipment, special occasion clothing, and other necessary items for dances, proms, and graduation.

DELIVERABLE	TASK
3.13 Monitoring that Placed Child need not buy clothing with his/her own funds.	The CONTRACTOR shall monitor for compliance that Certified Foster Parents provide Placed Child with clothing without requiring the Placed Child to purchase clothing with own funds. Notwithstanding the limitations of Sections 3.5, 3.12, and 3.13, if an essential item(s) is desired that is not within the CONTRACTOR's budget for sufficient clothing, the Placed Child may volunteer to supplement the budget to purchase the desired item(s).
3.14 Monitoring and updating of clothing inventories.	The CONTRACTOR shall maintain a written inventory of each Placed Child's clothing. The CONTRACTOR shall update clothing inventories at least every six (6) months.
3.15 Provision of storage and security of a Placed Child's clothing during placement.	Certified Foster Parents shall provide appropriate storage for the Placed Child's clothing. The COUNTY understands that clothing often disappears, particularly during home visits, and clothing security is not entirely within the CONTRACTOR's control. All losses shall be documented as part of the clothing inventory, including a brief description of the circumstances involved. Repeated instances of clothing loss should be reported to the CSW.
3.16 Monitoring for gathering and storage of a Placed Child's personal belongings at termination of placement.	When the Placed Child is discharged, the CONTRACTOR shall ensure that the Placed Child's clothing accompanies the Placed Child to the next placement. If the Placed Child returns to the home, the CONTRACTOR shall monitor for compliance that the Certified Foster Parents gather the belongings together, alert the CSW that such belongings are at the home, and, if the CSW does not retrieve the belongings, store them for up to 14 calendar days.  After 14 days, the CONTRACTOR shall contact and inform the CSW that the clothing is being mailed to the COUNTY at the COUNTY's expense unless an alternate plan is agreed upon.
3.17 Monitoring of personal care items.	The CONTRACTOR shall monitor for compliance that Certified Foster Parents: (1) supply the Placed Child, initially and replace as needed, with new personal hygiene and personal care items. These shall include the Placed Child's own toothbrush, toothpaste, comb and other personal care items, shampoo, soap, deodorant, sanitary napkins, etc.; (2) offer choice among brands as long as the cost is reasonable; and (3) provide specific brands necessary for health reasons.  The CONTRACTOR shall advise Certified Foster Parents to monitor the use of all personal care items in aerosol or glass containers.  Personal care/hygiene items shall be provided with consideration given to specific cultural and ethnic needs.

DELIVERABLE	TASK
3.18 Monitoring of supply, cleanliness, and condition of linens, blankets, window treatments, etc.	The CONTRACTOR shall monitor for compliance that Certified Foster Parents: (1) sufficient clean face cloths, towels, and sheets; (2) provide clean and serviceable blankets and bedspreads; and (3) as needed replace worn, torn or frayed face cloths, towels, blankets, bedspreads, and window treatment(s).
3.19 Monitoring of planned activities and use of community resources.	The CONTRACTOR shall monitor for compliance that Certified Foster Parents provide opportunity for and encourage, as appropriate, activities in accordance with Title 22, Division 6, Chapter 4, Section 83079(a), and the Needs and Services Plan including: (1) group and individual activities, both at the Certified Family Home and in the community; (2) physical activities such as games, sports, and exercise, both at the Certified Family Home and in the community; (3) individual and family-oriented leisure time activities; (4) educational activities such as assistance with homework; and (5) daily living skills activities such as bathing, grooming, manners, shopping, cooking, money management, and use of public transportation. However, in accordance with Title 22, Division 6, Chapter 4, Section 83079 (b), the Placed Child shall not be required to perform activities that interfere with school, training, or community programs or family visits.
3.20 Maintenance of life book/photo album.	The CONTRACTOR shall monitor for compliance that Certified Foster Parents encourage and assist each Placed Child in creating and updating a life book/photo album of items that represent childhood memories. If the Placed Child has not taken the life book with him/her, the CONTRACTOR shall provide the Placed Child's life book either to the CSW at the time the Placed Child departs from CONTRACTOR's care or, when the CSW is not present, to the CSW within three (3) business days of the time of the Placed Child's departure.

## 4.0 CHILDREN'S PERSONAL RIGHTS AND SOCIAL/EMOTIONAL WELL-BEING

DELIVERABLE	TASK
4.1 Training requirements for Certified Foster Parents.	<p>The CONTRACTOR shall train Certified Foster Parents to meet the Placed Children's understand the objectives to include: (1) Family Reunification; (2) Permanent Placement Adoption; (4) placement of sibling groups in the same home; or (5) neighborhood/ school-based placements. The CONTRACTOR shall recruit Certified Foster Parents with these objectives in mind.</p> <p>The CONTRACTOR shall provide a minimum of 18 hours of initial Model Approach to Family in Parenting (MAPP) or equivalent training for each Certified Foster Parent prior to the placement of children and an additional 12 hours of training during the first year of certification. Training topics shall include the following: (1) cultural diversity; (2) discipline techniques; (3) child development; and (4) parenting skills. If possible, the CONTRACTOR shall include information about youth in the training presentations. The CONTRACTOR shall provide an additional 12 hours of ongoing training for each Certified Foster Parent each year thereafter. Three of these hours shall be provided in face-to-face training in the home.</p>
4.2 Permanency planning	<p>For all Placed Children the CONTRACTOR shall document on the CONTRACTOR's intake form the Placed Child's permanency plan as provided by the CSW. The CONTRACTOR shall, to the extent possible and appropriate, and in full communication and cooperation with the CSW, place each child in a family reunification, permanent placement, adoptive, sibling neighborhood/school-based Certified Family Home setting that is consistent with the Placed Child's permanency plan. When the permanency plan is immediate adoption (the Placed Child has been identified as Fast Track to Permanency), the CONTRACTOR shall determine and document in the CONTRACTOR's intake form whether the Certified Family Home placement, approved adoption home study, is available and appropriate prior to accepting the child.</p>
4.3 Sibling-group placements.	<p>Children, who are accepted as a sibling group and placed together, shall remain together unless approved by the CSW.</p> <p>For sibling groups placed within different Certified Family Homes in the same neighborhood, the CONTRACTOR shall document efforts to reunite siblings into one Certified Family Home unless reasons it is inappropriate in the Placed Children's case records.</p>
4.4 Community-based placement.	<p>The CONTRACTOR shall, to the extent possible and appropriate and in full communication and cooperation with the CSW, place each child in an appropriate Certified Family Home in the child's own neighborhood or in the same school district so that the child may continue to attend the child's home school.</p>

DELIVERABLE	TASK
4.5 Providing the location of the Certified Family Home prior to placement and not moving a Placed Child without COUNTY approval.	The CONTRACTOR shall provide to COUNTY, prior to placement, the location of the Family Home. CONTRACTOR shall not move a Placed Child without approval from CO
4.6 Acceptance of all children who meet Program Statement criteria.	The CONTRACTOR shall accept all children who meet the CONTRACTOR's Program criteria when an appropriate vacancy is available. The CONTRACTOR's social work assess the FFA's ability to: (1) provide the required Services to meet the child's ne child's own neighborhood as appropriate based upon the information received from CSW; and (2) facilitate family participation in treatment as appropriate based upon the i received from the child's CSW.
4.7 Requirement for emergency intakes 24/7.	The CONTRACTOR shall notify DCFS regarding availability to accept emergency i hours per day, seven days per week.
4.8 Denying placement of children who do not meet the license or Program Statement criteria.	The CONTRACTOR is responsible for denying placement of children, within the limitat information provided at the time of placement, who do not meet the license or Program criteria for the FFA. If the CONTRACTOR determines that a referred child does not r criteria, the CONTRACTOR shall immediately notify the CSW. Upon request, the CON shall provide an explanation for such denial to the CSW.
	The CONTRACTOR shall not accept children with special health care needs, within the of the information provided at the time of placement, unless an appropriate placement i in a specialized Certified Family Home as specified in Title 22, Division 6, Chapter 4 83065.1, 83066, 83069.1, 83070.1, 83072.2, and 83087.1. [Special health care nee medical technology dependence and other medical conditions that could deteriora causing permanent injury or death, as defined in Title 22, Division 6, Chapter 4 83001(m)(1).]
4.9 Completing the Declaration in Support of Access to Juvenile Records form (DCFS 4389) for the release of records.	The CONTRACTOR shall complete and submit a DCFS 4389 (4/94), Declaration in Access to Juvenile Records (WIC 827) (see Exhibit G), in order for the CSW to release educational, behavioral/emotional, treatment, supervision, and Juvenile Court records o Placed Child.

DELIVERABLE	TASK
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4.10 Procedure for pre-placement visits.

The CSW shall arrange a visit to the proposed CONTRACTOR's Certified Foster Parents to discuss the child's/children's placement whenever possible. The CSW shall: (1) provide information to the CONTRACTOR regarding the child's/children's needs including all court reports and social work services in conformity with DCFS policy and confidentiality laws; (2) discuss the plan for the child to stay in the same neighborhood and/or school district including the transportation arrangement to his/her home school(s); and (3) provide the out-of-home care provider(s) information of any known or suspected dangerous behavior of the child being placed.

The CONTRACTOR shall: (1) discuss with the CSW the children currently living in the Certified Family Home, including Placed Children's ages, backgrounds, and placing agency; (2) discuss with both the CSW and referred child(ren), when age appropriate, the school, social work Services, and family and recreational activities that are available; (3) discuss the types of Services the child requires; (4) provide the CSW information concerning the proposed Foster Parents' work schedules/outside commitments and day care plan for the child (when appropriate); and (5) provide the CSW information relating to any child abuse/neglect and/or allegations which have been made concerning the proposed Certified Family Home/Certified Foster Parents, and describe action the CONTRACTOR has taken in response to such referrals/allegations.

If, in consideration of the information provided by the CONTRACTOR, the CSW does not believe that the child's needs can be adequately met in the home of the proposed Certified Foster Parents, CONTRACTOR shall not place the child with the proposed Certified Foster Parents.

4.11 Requirement of an assessment prior to the placement of more than two children in a Certified Family Home.

Prior to more than a total of two (2) children being placed in a Certified Family Home, the CONTRACTOR's supervising social worker shall assess the placement to determine if the proposed Certified Foster Parents: (1) are providing quality care for the currently Placed Children; (2) are able to meet the needs of additional foster children; and (3) have at least 12 months of experience in caring for foster children.

The experience requirement in Item (3) above may be less than 12 months to accommodate sibling groups or teenagers as long as all of the requirements in Items (1) and (2) are met. The assessment shall be included in the Needs and Services Plan or other document in the Child's file and be readily accessible to the CSW and/or audit staff.

DELIVERABLE	TASK
4.12 Requirements for the orientation of Placed Children.	<p>The CONTRACTOR shall provide each newly Placed Child, in an age-appropriate comprehensive overview of the CONTRACTOR's program and procedures as described in the CONTRACTOR's Program Statement (Exhibit B), the LIC 613, Personal Rights form (IV), the Foster Youth Bill of Rights (Exhibit A-1), WIC Section 16001.9 (Exhibit H), and, for 11 years old and older, the Legal Rights of Teens. Such overview will include: (1) opportunities for achievement; (2) vocational and job training; (3) life-skills training; (4) recreation; (5) educational choices; (6) religious, spiritual, or ethical development in the faith of the Placed Child's parents' choice; (7) identification of Placed Child's FFA social worker; (8) Placed Child's monthly and weekly allowance; (9) Certified Foster Parent's house rules including discipline and grievance/complaint procedures; (10) school attendance requirements including school performance and academic expectations; and (11) discharge procedures. The CONTRACTOR shall require the Placed Child or Placed Child's authorized representative sign an acknowledgement of receipt of the orientation and the receipt of written copies of personal rights, Foster Youth Bill of Rights, the Legal Rights of Teens (11 years old and older), house rules, discipline and grievance/complaint procedures, and discharge procedures.</p>
4.13 Requirements for visitation of Placed Children.	<p>The CONTRACTOR and the CSW shall develop the visitation plan for the Placed Child and friends, complying with the orders of the Juvenile Court and taking into consideration recommendations from the Placed Child's attorney and Court Appointed Special Advocate (CASA). The CONTRACTOR must allow visitation for the caseworker, attorney, and CASA. The CSW shall provide CONTRACTOR with copies of court orders regarding court ordered visitation (Exhibit G).</p> <p>The visitation plan shall be discussed with the Certified Foster Parent to facilitate the Certified Foster Parent's understanding of COUNTY's and the CONTRACTOR's expectations of the Certified Foster Parent, including the transportation arrangements and the birth parent/guardian visiting the Placed Child in the Certified Family Home when applicable. A copy of the visitation plan shall be provided to the Certified Foster Parent.</p>
4.14 Requirements for the Needs and Services Plan.	<p>The CONTRACTOR's social worker 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 8.8, Sections 88070, 88070.1, 88068.3, and 88069.1.</p>

DELIVERABLE	TASK
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4.15 Required content of the Needs and Services Plan.

Based upon information provided by the CSW and CONTRACTOR's initial assessment, the CONTRACTOR shall develop an initial Needs and Services Plan, the content of which shall be consistent with the requirements of Title 22, Division 6, Chapter 8.8, Section 88068.2(a). It shall include the following [additional COUNTY requirements in brackets]:

(1) **reason for placement** [CSW to provide a description of circumstances and the problems that resulted in the child becoming a Dependent of the court. The CSW shall provide the Placed Child's permanency plan of Family Reunification, Permanent Placement, or Adoption.];

(2) **education** [CSW to provide the Placed Child's educational history and history of services that were delivered to the child. The CONTRACTOR is to report on the Placed Child's educational needs and progress related to academic needs, school records, type and location of school, and the transportation arrangements to and from school];

(3) **health** [CSW to provide the Placed Child's health history and services that were delivered to the child. The CONTRACTOR is to provide a health plan, which includes information on immunizations, medical problems, and medications];

(4) **training** [Include a description of Services that will assist a Placed Child 14 years of age or older with the transition to independent living such as establishing connections in the community, which he/she will be going after placement to meet his/her counseling, educational, employment, medical, spiritual, and transportation needs];

(5) **personal care and grooming;**

(6) **ability to manage his/her own money, including the maximum amount of money a Placed Child shall be permitted to have in her/her possession at any one time;**

(7) **visitation, including the frequency of and any other limitation on visits to the child's residence and other visits inside and outside the Certified Family Home [Include information on transportation arrangements for family visits];**

(8) **other specific Services, including necessary services to the Placed Child's placement with a guardian(s)** [Include the short and long-term goals in the permanency plan and the Services the CONTRACTOR will perform in achieving these goals. Include the appropriateness of returning the child to his/her own neighborhood or his/her own school district];

(9) **types of Services necessary, including treatment plan for placement with a placement agency** [Include assessment of the Placed Child's needs, an evaluation of prior treatment for the child, and specific time-limited treatment goals and Services. Specify the response and participation of the Placed Child, parent or guardian, CONTRACTOR's social worker, and how to implement the Needs and Services Plan]; and

(10) **planned length of placement, including the discharge plan specified in Section 88068.2(a)** [Include projected date of completion of Case Plan objectives and termination of Services];

The DCFS 709 (Exhibit A-V) is to be used in the development of the Needs and Services Plan. It is not to serve as the plan itself.

4.16 Required content of the modifications to the Needs and Services Plan.

For modifications to the Needs and Services Plan, include: (1) the Placed Child's continuing Services; (2) the need for modification in Services; and (3) the FFA's recommendations regarding the feasibility of the Placed Child's return to his/her home, placement in another home, or move to independent living.

DELIVERABLE	TASK
4.17 Participation in the Needs and Services Plan by the Placed Child, CSW, Certified Foster Parents, and family.	<p>The CONTRACTOR shall ensure that: (1) the Placed Child, age and maturity permitting, and the Certified Foster Parents are offered the opportunity to participate in the development and any modifications to the Needs and Services Plan in accordance with Title 22, Chapter 8.8, Sections 88068.2(b) and 88068.3(b); (2) the CSW gives written approval of the Needs and Services Plan and any modifications thereto in accordance with Title 22, Chapter 8.8, Sections 88068.2(b)(1) and 88068.3(b)(1); and (3) the CSW, Placed Child, age and maturity permitting, and Certified Foster Parents receive copies of the approved Needs and Services Plan and any modifications thereto in accordance with Title 22, Division 6, Chapter 8.8, Sections 88068.2(c) and 88068.3(c).</p> <p>Efforts to comply with the above requirements will be documented in the Placed Child's files, and copies of Needs and Services Plan shall be provided to the Placed Child, age and maturity permitting, the CSW, and Certified Foster Parent.</p>
4.18 Placed Children's cultural awareness.	<p>The CONTRACTOR shall discuss with Certified Foster Parents ways to provide opportunities to encourage the development of the Placed Child's cultural awareness, thereby increasing self-esteem. Placed Children should be encouraged and allowed to participate in activities in which they have an interest such as dance, art, sports, music, etc.</p>
4.19 Developing life goals and objectives with the Placed Child.	<p>The CONTRACTOR shall discuss with Certified Foster Parents on teaching the Placed Child to set short-term and long-term goals and objectives appropriate to the developmental level of the Placed Child. The CONTRACTOR shall discuss possible short-term and long-term goals and objectives with the Placed Child as they relate to his/her Needs and Services Plan, capabilities, strengths and interests, and educational possibilities. These discussions of life goals and objectives shall prepare the Placed Child for Emancipation and adulthood, and, where the permanency plan is Family Reunification, return to his/her family.</p>
4.20 Providing reunification Services.	<p>If the permanency plan is for Family Reunification, the CONTRACTOR shall assist the Certified Foster Parents in their reunification efforts by: (1) placing the child with a home in his/her own neighborhood to the extent possible; (2) facilitating visits of the Placed Child with the family consistent with the order of the court and the Needs and Services Plan; (3) offer and/or support other reunification Services such as family counseling; (4) arranging the Placed Child's transportation and the monitoring of the child as needed. The CONTRACTOR shall monitor for compliance that the Certified Foster Parents cooperate with such reunification efforts and visitation.</p>
4.21 Facilitating legal permanency plans.	<p>The CONTRACTOR shall facilitate the implementation of any permanent placement determined by the COUNTY for a Placed Child under the CONTRACTOR's care. The CONTRACTOR shall facilitate a Placed Child's visitation with prospective foster parents as requested by the COUNTY.</p>

DELIVERABLE	TASK
4.22 Participation in adoptions assessments.	If the Placed Child's permanency plan is for Adoption, the CONTRACTOR shall participate with the CSW and/or Adoptions Worker to assess both the strengths and special needs of the Placed Child to assist in determining an appropriate adoptive home.
4.23 Providing adoption-related Services.	<p>The CONTRACTOR shall facilitate the Placed Child's involvement in adoption-related activities and visits with prospective adoptive families. The CONTRACTOR shall provide emotional support, and education for the Placed Child and his/her Certified Foster Parents regarding decisions and transitions related to adoption or to any other legally permanent placement.</p> <p>The COUNTY shall provide information and the CONTRACTOR shall be fully informed of the Adoption Assistance Program and the differences between legal guardianship, adoption, and foster care.</p>
4.24 Required transportation Services for Placed Children.	<p>No Placed Child shall miss going to school or medical appointments for reasons of transportation. The CONTRACTOR does not provide or arrange transportation. The CONTRACTOR shall provide transportation to activities as agreed to by the CONTRACTOR in the Needs and Services Plan. These activities may include school, ILP, teen clubs, place of child's employment, adoption events, visits with the family/relatives and prospective adoptive families, job training, curricular or recreational activities, therapy, medical/dental appointments, religious services, or the Placed Child's or family's preference, sibling visits, etc. This can include teaching the Placed Child to take public transportation, and arranging transportation with other care providers or transportation advisors, ILP coordinators, CSWs, etc. The CONTRACTOR shall provide transportation expenses as outlined in Exhibit B, the CONTRACTOR's Program Statement of Work.</p>
4.25 Monitoring drivers' licenses, vehicle safety, and vehicle equipment.	<p>The CONTRACTOR shall monitor and maintain the necessary records to meet the transportation requirements of Title 22, Division 6, Chapter 1, Section 80074 and Chapter 4, Section 80075. These requirements include the following: (1) drivers must be licensed for the type of vehicle operated; (2) the manufacturer's rated seating capacity must not be exceeded; (3) vehicles used to transport Placed Children must be maintained in a safe operating condition; (4) infants under the age of two must be secured in a car seat designed for infants; (5) children up to six years of age who weigh less than 60 pounds must be secured in a child passenger restraint system meeting applicable federal motor safety standards (Cal. Veh. Code, Section 27360); and (6) children over six and under sixteen years of age, and who weigh 60 pounds or more, must be secured in a child passenger restraint system or safety belt meeting applicable federal motor vehicle safety standards (Cal. Veh. Code, Section 27360.5(b)).</p>
4.26 Monitoring Certified Foster Parents' driving records and auto liability insurance.	<p>The CONTRACTOR shall monitor and maintain records to verify that Certified Foster Parents and their designated drivers who transport the Placed Children: (1) have and maintain a valid driver's license with the Department of Motor Vehicles; and (2) insure their vehicles, if used to transport the Placed Children, at or above the minimum bodily injury and property damage limits required by the State of California.</p>

DELIVERABLE	TASK
4.27 Written notice at least 7 days prior to the discharge of a Placed Child.	<p>COUNTY and CONTRACTOR mutually agree that the lack of stability in placement is children and that the goal of this section is to maximize communication to lead to stability for children. All reasonable efforts shall be made to stabilize a child's placement determine whether any additional services may be provided to the child, without resorting to unnecessary and traumatizing replacement of a child from the CONTRACTOR's Certified Home.</p> <p>The CONTRACTOR shall give the Regional Administrator and the Placed Child's CSW electronic notice (or fax) whenever CONTRACTOR identifies concerns regarding issues affecting the stability of a child's placement. Whenever possible, this notice will occur as much more in advance of any expected placement disruption. Whenever the CONTRACTOR identifies the COUNTY of issues potentially affecting the stability of a child's continued placement in the CONTRACTOR's Certified Family Home, COUNTY and CONTRACTOR shall conduct a case conference to determine whether the child's placement may be stabilized and/or additional services may be provided, without removing the child from the CONTRACTOR's Certified Home. At least 7 days prior to the requested discharge of a Placed Child, CONTRACTOR shall give the Regional Administrator, the Placed Child's CSW supervisor, and the Out-of-Home Care Division electronic notice (or fax), unless it is agreed upon at the case conference that a shorter notice is necessary due to an immediate threat to the health or safety of the Placed Child or other reasons.</p> <p>COUNTY and CONTRACTOR will pursue appropriate performance indicators to be measured and reported on regarding increased placement stability.</p>

## 5.0 EDUCATION AND WORKFORCE READINESS

DELIVERABLE	TASK
<p>5.1 Maintaining the Education Portion of the Health and Education Passport.</p>	<p>The Health and Education Passport (Black Binder) consists of: (1) instructions on placement medical and dental information in Section 1; (3) educational information in Section 2; and (4) placement documentation in Section 3.</p> <p>The CSW will provide the CONTRACTOR with all educational information and reports in their possession to be contained in the Placed Child's Black Binder, or the equivalent, at the time of placement subject to confidentiality law restrictions. This includes the educational information regarding: (1) the educational providers' names and addresses; (2) the Placed Child's educational level performance; (3) attendance; (4) school records; (5) where applicable, IEP and/or other educational services provided; and (6) any other relevant educational information. (See Health Portion requirements of the Black Binder, see Section 2.12 above.)</p> <p>If the Black Binder is not provided by the CSW within thirty (30) days of initial placement, the CONTRACTOR is to initiate the Black Binder information (Exhibit I) and report lack of the Black Binder to DCFS Program Manager. The CONTRACTOR shall not be held responsible in an audit for failure to have documents that were in existence at the time of placement but were not provided to the CONTRACTOR by the COUNTY.</p> <p>The CONTRACTOR shall provide the updated Black Binder to the CSW at the time the Placed Child departs from the CONTRACTOR's program or provide the Black Binder within forty-eight (48) hours to the COUNTY or the CSW if the CSW is not present at the time of Placed Child departure. (See WIC Section 16010, EXHIBIT I.). The CONTRACTOR shall update and maintain the Black Binder information responsible for the Black Binder information only during the course of the placement.</p> <p>The CONTRACTOR shall provide the Certified Foster Parents with copies of updated school records when received from DCFS for inclusion in the Black Binder.</p> <p>The CONTRACTOR shall monitor for compliance that Certified Foster Parents maintain the Black Binder in a secure location (inaccessible to children) all documents set forth in Title 22, Division 60, Section 4, Section 83070.</p>
<p>5.2 Enrollment of a Placed Child in school in three days.</p>	<p>The CONTRACTOR shall to the extent possible keep the Placed Child in his/her home placement. The CONTRACTOR shall enroll each school-age Placed Child in school within three (3) days of placement or the first day following the detention hearing, provided that the necessary enrollment information is provided to the CONTRACTOR. Such efforts shall be documented and reported to the CSW if the Placed Child is not enrolled in school after this time. The CONTRACTOR shall communicate and work with the school/school district to determine and meet the Placed Child's educational needs in accordance with the court order(s) and the Child's Health and Services Plan.</p>

DELIVERABLE	TASK
5.3 Monitoring Certified Foster Parents' participation in Placed Child's school program.	The CONTRACTOR shall monitor for compliance that the Certified Foster Parents make reasonable efforts to: (1) represent the Placed Child at parent meetings, open houses and work with the Placed Child's teachers and academic counselor to monitor educational progress, attendance, development, educational level, behavior, assessment of strengths and weaknesses, and the overall academic achievement; (3) encourage and assist the Placed Child to participate in school activities; and (4) arrange appropriate transportation to and from school.
5.4 Monitoring daily homework and cognitive/developmental stimulation.	The CONTRACTOR shall monitor that Certified Foster Parents engage the Placed Child in educational and developmentally appropriate activities. These may include computer access time, reading, visits to the library or museums, reading, arts, crafts, music, dramas, and other extra-curricular activities.
5.5 Seeking teacher recommended activities and tutoring for the Placed Child.	The CONTRACTOR shall arrange for tutoring to improve the Placed Child's basic skills to the extent that these Services are available and are specified in the Needs and Services Plan. The CONTRACTOR is not obligated to pay for items covered by public funds.
5.6 Reporting educational information to the CSW.	The CONTRACTOR shall document in the quarterly update to the Needs and Services Plan report to the CSW the following information: (1) Placed Child's attendance; (2) Placed Child's academic and extra-curricular achievements; (3) issues of concern related to school performance; (4) Placed Child's behavior; (5) school officials' concerns about the Placed Child's health, suspension or discipline of the Placed Child; (7) academic credits; and (8) strengths of the Placed Child.
5.7 Requirements for school photos, uniforms, proms, graduations, etc.	The CONTRACTOR shall monitor that each Placed Child receives school photos and uniforms when appropriate. The CONTRACTOR shall monitor that each Placed Child is given the opportunity to attend his/her prom(s) and graduation(s).
5.8 Developing and implementing the TILP.	The CONTRACTOR shall participate with the CSW in the development of a Transition and Independent Living Plan (TILP) for each Placed Child 14 years or older and should receive an updated, signed TILP for any Placed Child within 6 months following his/her 16 <sup>th</sup> birthday. The CONTRACTOR shall have a copy of the TILP received from the CSW on file. The CONTRACTOR and Certified Foster Parents shall work in conjunction with the CSW to implement the Placed Child's TILP as appropriate.
5.9 Completing the DCFS 5205 B (Revised 12-02).	For all Placed Children ages 14 years and older, the FFA social worker and the Certified Foster Parents shall work cooperatively with the CSW and the Placed Children to facilitate the completion of the DCFS 5205 B (Revised 12-02), "Emancipation Preparation Goal Form," every six months. (See Exhibit A-XI of the Agreement.)

DELIVERABLE	TASK
5.10 Monitoring for cooperation with the E-STEP program.	The CONTRACTOR shall monitor for compliance that Certified Foster Parents cooperate and facilitate participation by Placed Children ages 14 years and older in the COUNTY's E to Emancipation (E-STEP) program. The CSW shall make every effort to coordinate with the CONTRACTOR with at least two weeks notice of acceptance to the program.
5.11 Facilitating participation of the Placed Child in the ILP program.	In addition to providing Services as elsewhere set forth in this SOW, the CONTRACTOR shall cooperate and facilitate participation by Placed Children, ages 16 and older, in the COUNTY's ILP plans for emancipating youth, including vocational training, work experience, and educational opportunities. The CONTRACTOR shall not keep Placed Children from attending vocational training programs or working on the job for reasons of punishment.
5.12 Teaching the Placed Child independent living skills.	The CONTRACTOR shall work with the Certified Foster Parent to develop an individualized plan for each Placed Child to provide the Placed Child the opportunity to learn basic living skills in the context of the family home setting. Such skills may include, as age appropriate: (1) ability to plan, shop for and prepare balanced meals; (2) purchase and care of clothing; (3) housekeeping skills; (4) budgeting; (5) use of public transportation as appropriate; and (6) personal safety.

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