



County of Los Angeles  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

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

BOBBY D. CAGLE  
Director

BRANDON T. NICHOLS  
Chief Deputy Director

December 04, 2018

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

Dear Supervisors:

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

23 December 4, 2018

CELIA ZAVALA  
EXECUTIVE OFFICER

Board of Supervisors  
HILDA L. SOLIS  
First District  
MARK RIDLEY-THOMAS  
Second District  
SHEILA KUEHL  
Third District  
JANICE HAHN  
Fourth District  
KATHRYN BARGER  
Fifth District

**REQUEST TO APPROVE FOSTER CARE PLACEMENT SERVICES  
MASTER CONTRACTS AS A RESULT OF  
REQUEST FOR STATEMENT OF QUALIFICATIONS  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

The Department of Children and Family Services (DCFS) and the Probation Department (Probation) request the Board’s approval for the Director of the DCFS and the Chief Probation Officer to execute Master Contracts for Foster Family Agency (FFA), Intensive Services Foster Care FFA for Children with Serious Emotional and Behavioral Needs (ISFC FFA-SEBN), Intensive Services Foster Care FFA for Children with Special Health Care Needs (ISFC FFA-SHCN), Short-Term Residential Therapeutic Programs (STRTP), and to authorize the Director of DCFS to execute Master Contracts for Foster Family Agency-Emergency Shelter Care (FFA-ESC) services with various organizations for the provision of foster care services for DCFS and Probation children, youth and Non-Minor Dependents (NMDs) and families beginning January 1, 2019, or date of execution, whichever is later, through June 30, 2020 (initial term), with options to extend two additional 12-month periods and one additional 18-month period through December 31, 2023, and six months beyond the expiration date, if such time is necessary for the completion of a solicitation or negotiation of a new contract. The estimated annual cost of these contracts is \$330 million.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Delegate authority to the Director of DCFS, or designee, and the Chief Probation Officer, or designee, to execute the contracts substantially similar to Attachment I, with the forty-nine (49) qualified licensed non-profit organizations that operate the programs listed on Attachment II. DCFS will ensure that these organizations meet the solicitation requirements and have current insurance coverage prior to contract execution. The term of the Master Contracts is effective the date of

execution by the Director of DCFS, or designee, and the Chief Probation Officer, or designee through June 30, 2020, with options to extend by written notification for each additional renewal period through December 31, 2023, and for a period not to exceed six (6) additional months by written notification beyond the expiration date if such additional time is necessary to complete the solicitation or negotiation of new Contracts. Funding for the contracts is included in the DCFS FY 2018-19 and FY 2019-20 Adopted Assistance Budgets. The estimated annual placement cost for the FFA programs is \$130 million, and for the STRTP programs is \$200 million, using 36 percent Federal, 33 percent State, and 31 percent net County costs (NCC).

2. Delegate authority to the Director of DCFS, or designee, and the Chief Probation Officer, or designee to execute substantially similar Master Contracts in the future with qualified licensed non-profit organizations that complete the on-going solicitation process; and through any Request for Statement of Qualifications (RFSQ) supplemental submission period or a negotiated contract solicitation process, throughout the term of the Master Contracts, after County Counsel approval, and instruct DCFS to notify the Board and the CEO, in writing, within ten (10) workdays of execution of the Contracts.

3. Delegate authority to the Director of DCFS, or designee, and the Chief Probation Officer, or designee, to execute Master Contract extension options by written notice, and to execute amendments to these contracts to meet program needs throughout the term of the Master Contract, after applicable Federal, State and County contracting regulations are observed, sufficient funding is available, and County Counsel approval, and instruct DCFS to notify the Board and the CEO, in writing, within ten (10) workdays of execution of the extensions.

4. Delegate authority to the Director of DCFS, or designee, and the Chief Probation Officer, or designee, to execute amendments to the Master Contracts in instances of acquisitions, mergers, or other changes in ownership, after County Counsel approval, and instruct DCFS to notify the Board and the CEO, in writing, within ten (10) workdays of execution of the amendments.

5. Delegate authority to the Director of DCFS, or designee, and the Chief Probation Officer, or designee, to terminate Master Contracts for Contractor's Default or Convenience, in instances when a Contractor no longer has a California Department of Social Services (CDSS) Community Care Licensing Division (CCLD) facility license, or an Aid to Families with Dependent Children-Foster Care (AFDC-FC) Rate termination is issued by the CDSS Funding and Rates Bureau, or Contractor initiates termination for convenience, after County Counsel approval, and instruct DCFS to notify the Board and the CEO, in writing, within ten (10) workdays of execution of terminations.

6. Delegate authority to the Director of DCFS, or designee, and the Chief Probation Officer, or designee, to execute amendments to the ISFC FFA-SEBN and ISFC FFA-SHCN Master Contracts to increase or decrease capacity, as approved by the Department of Mental Health, throughout the term of the Master Contract, after County Counsel approval, and instruct DCFS to notify the Board and the CEO, in writing, within ten (10) workdays of execution of amendments.

7. Delegate authority to the Director of DCFS, or designee, to execute amendments to the FFA-ESC Master Contracts to increase maximum contract sum, if CDSS approves additional FFA-ESC beds beyond six beds per contractor throughout the term of the Master Contracts, after applicable Federal, State and County contracting regulations are observed, sufficient funding is available, and County Counsel approval, and instruct DCFS to notify the Board and the CEO, in writing, within ten (10) workdays of execution of amendments.

8. Delegate authority to the Director of DCFS, or designee, and the Chief Probation Officer, or

designee, to execute amendments to the Master Contracts, to incorporate additions or changes to the Statement of Work, as mandated by Federal, State, County, or Municipal laws, regulations, or court orders, after County Counsel approval, and instruct DCFS to notify the Board and the CEO, in writing, within ten (10) workdays of execution of amendments.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

DCFS and Probation have the responsibility of ensuring the safety and welfare of children, youth, and NMDs under their supervision as described in the California Welfare Institutions Code, Section 300 and 600. The target demographics for the FFA program are children, youth and NMDs, 0 up to 21 years of age, in need of a temporary or permanent family setting; for FFA-ESC program are children, youth and NMDs, 0 up to -21 years of age, including sibling groups, pregnant teens and parenting teens with their infant(s); for STRTP are children, youth and NMDs, 0 up to 21 years of age, who require a structured program and closer supervision than is usually provided in a relative or foster family home setting; for ISFC FFA-SEBN are children 6 up to 21 years of age who are seriously emotionally disturbed with behavioral challenges and have history of severe behavioral problems; and for ISFC FFA-SHCN are children 0 up to 21 years of age who have a condition that can rapidly deteriorate resulting in permanent injury or death or who have a medical condition that requires specialized in-home health care and are not able to remain in their home or placed in a lower level of care.

The priority target demographic needs of DCFS and Probation are American Indian, Commercial Sexual Exploitation of Children (CSEC), NMDs, Acute Mental Health Issues, Pregnant and Parenting Teens, Developmentally Disabled, and Lesbian, Gay, Bi-sexual, Questioning, and Transgender (LGBQT). The programs offer safe environments for children, youth and NMDs placed in out-of-home care. The recommended actions will make it possible for DCFS and Probation to continue ensuring the safety and well-being of children, youth and NMDs under their supervision and to comply with the State of California Assembly Bills (AB) 403, 404, and 1997 Continuum of Care Reform to better serve children, youth and NMDs in California's child welfare system.

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

The recommended actions are consistent with the Countywide Strategic Plan Goal No. 1, Make Investments That Transform Lives: Strategy 2, Deliver comprehensive and seamless services to those seeking assistance from the County.

### **FISCAL IMPACT/FINANCING**

The estimated annual placement cost for the FFA Master Contracts is \$130 million. If all renewal options, and the additional six-month extension if such additional time is necessary to complete the solicitation or negotiation of a new contract are exercised, the total estimated placement cost for the FFA Master Contracts is approximately \$715 million.

The estimated annual placement cost for the STRTP Master Contracts is \$200 million. If all renewal options, and the additional six-month extension if such additional time is necessary to complete the solicitation or negotiation of a new contract are exercised, the total estimated placement cost for the STRTP Master Contracts is approximately \$1.1 billion.

The total estimated placement cost for the Master Contracts for the initial term (January 1, 2019 through June 30, 2020) is \$495 million through FY 19-20 and will be funded using approximately 36

percent Federal revenue, 33 percent State revenue and 31 percent NCC under the Title IV-E Waiver. Funding is included in DCFS' FY 2018-19 and FY 2019-2020 Adopted Assistance Budget.

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

On October 21, 2008, the Board adopted the FFA and Group Home (GH) Master Contracts to be effective November 1, 2008 through October 31, 2009 with four (4) optional 12-month renewal periods through October 31, 2013 and six months beyond the expiration date. On April 8, 2014, the Board adopted a form amendment to the FFA and GH Master Contracts to incorporate overpayment provisions of Senate Bill 84, and other fiscal and program related provisions and to extend the term of the contracts from November 1, 2013 through April 30, 2015, while DCFS completed a new Request for Statement of Qualifications (RFSQ) for FFA and GH Contracts. On April 7, 2015, the Board adopted a form amendment to the FFA and GH Master Contracts to extend the term of the contracts from May 1, 2015 through September 30, 2017 and delegated authority to the Director of DCFS, or designee, and Chief Probation Officer, or designee to further extend the FFA and GH Master Contracts, if the CDSS further extend the timeline to complete the statewide Continuum of Care Reform (CCR). On October 1, 2017, DCFS provided notice to the Board that delegated authority was used to extend the FFA and GH Master Contracts to complete the statewide CCR.

In addition, DCFS requested State approval to extend current FFA and GH contracts up to six months, through June 30, 2019, to extend the existing Facility Licenses and Rate Classification Levels, as applicable, for any current Contractor in the process of becoming compliant with CCR or currently serving regional center children and children with special health care needs to ensure uninterrupted continuation of foster care services while DCFS completes the solicitation process and execution of Master Contracts with all qualified organizations.

This Board letter and form Master Contracts were reviewed and approved by DCFS and County Counsel. County Counsel has approved the form Master Contracts as to form. Probation concurs with the recommendations outlines herein since it serves the same population of children, youth and NMDs and families.

## **CONTRACTING PROCESS**

DCFS used a RFSQ solicitation process, as approved by CDSS, to recruit qualified organizations to provide these services. Before the RFSQ was released, three Stakeholders meetings were held to ensure that the Stakeholders and the interested parties had access to the Statement of Works (SOWs) and the Sample Contracts to be released soon after. During these meetings, the Stakeholders and the interested parties were given the opportunity to voice any concerns or issues with the information provided. Comments received were taken into consideration for the FFA, STRTP and ISFC FFA SOWs.

The RFSQ was released on the County's and DCFS' websites on January 17, 2018, with Statement of Qualifications (SOQs) submission date of August 6, 2018. In addition, notification emails were sent on the same day announcing the release of the RFSQ.

A Prospective Contractors' Conference for current and prospective Contractors interested in submitting SOQs for the RFSQ was held on February 28, 2018. A Question and Answer document from the conference was posted on DCFS' and County's websites on March 29, 2018.

As a part of the RFSQ evaluation process, 100 Prospective Contractors' SOQs were reviewed for

Minimum Qualifications. DFCS' review resulted in forty-nine (49) organizations recommended for initial Master Contracts. The remaining organizations are working towards meeting the Minimum Qualifications and will be considered for a Master Contract when they meet all the RFSQ requirements. Five organizations were disqualified because they did not meet the Minimum Qualifications, including having serious non-compliance issues, and considered non-responsive or non-responsible. In the future, if DCFS re-opens an RFSQ submission period, organizations including those that were disqualified may re-submit a new SOQ.

The RFSQ and Master Contracts comply with legislation that comprehensively reforms placement and treatment options for children and youth in foster care, including AB 403, 404, and 1997, which implemented the State's CCR recommendations to better serve children and youth in California's child welfare system. The Master Contracts implement CCR requirements which draw together a series of existing and new reforms for child welfare services programs. The new programs were designed out of an understanding that children who must live apart from their biological parents do best when they are cared for in committed nurturing family homes.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the Master Contracts will ensure uninterrupted placement services to the children, youth, and NMDs placed under the County of Los Angeles' supervision.

### **CONCLUSION**

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board Letter to the Department of Children and Family Services and Probation Department.

Department of Children and Family Services  
Contracts Administration  
Attention: Leticia Torres-Ibarra, Manager  
425 Shatto Place, Room 400  
Los Angeles, CA 90020

Probation Department  
Contract Management Division  
Attention: Latasha Howard  
9150 E. Imperial Hwy.  
Downey, CA 90242

Respectfully submitted,



BOBBY D. CAGLE  
Director



TERRI L. McDONALD  
Chief Probation Officer

BDC:KR:LTIEO:jr

Enclosures

c: Chief Executive Officer  
County Counsel  
Executive Officer, Board of Supervisors

**FOSTER CARE PLACEMENT SERVICES MASTER CONTRACT  
FOR  
SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM  
BY AND BETWEEN  
COUNTY OF LOS ANGELES**



**AND**

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

**(CLICK HERE AND ENTER CONTRACT NUMBER)**

**Catalog of Federal Domestic Assistance (CFDA) #93.658**

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

**AND**

The Probation Department  
Placement Administrative Services  
9150 East Imperial Highway  
Downey, California 90242

Month 2019

**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
AND THE PROBATION DEPARTMENT  
SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM (STRTP)  
MASTER CONTRACT FOR FOSTER CARE PLACEMENT SERVICES**

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## LIST OF EXHIBITS:

Exhibit A	Statement of Work (STRTP)
Exhibit A-1	STRTP Reference Links
Exhibit A-2	STRTP Service Delivery Sites
Exhibit A-3	Criminal Record Exemption Notification
Exhibit A-4	Notification of Subsequent Arrest, Conviction, Probation, or Parole Violation
Exhibit A-5	Special Incident Reporting Guide (SIR) for Foster Care Placement Services Providers
Exhibit A-6	STRTP Monthly Utilization Self-Report Template
Exhibit A-7	Safety Performance Outcome Summary
Exhibit A-8	Permanency Performance Outcome Summary
Exhibit A-9	Access to Effective and Caring Services/Well-Being Performance Outcome Summary
Exhibit A-10	STRTP Discharge Summary
Exhibit A-11	Provider Needs and Service Plan
Exhibit A-12	Intentionally Left Blank
Exhibit A-13	STRTP Plan of Operation and Program Statement
Exhibit A-14	STRTP Facility License(s)
Exhibit A-15	STRTP Rate Letter
Exhibit A-16	Transfer of Medication Form
Exhibit A-17	Intentionally Left Blank
Exhibit A-18	Placement Coordinating Memorandum – Transgender Children/Non-Minor Dependent in Out-of-Home Care
Exhibit B	Line Item Budget
Exhibit C	Office of Management and Budget (OMB) Title 2 Code of Federal Regulations (CFR) Chapter I, Chapter II, Part 200 et. al and 2 CFR 1.100, Title 2, Part 1
Exhibit C-1	Department of Auditor-Controller Contract Accounting and Administration Handbook
Exhibit C-2	Auditor-Controller/Department of Children and Family Services/Probation Department Fiscal Audit Phases, Fiscal Audits of Foster Care Services Contractors
Exhibit C-3	Short-Term Residential Therapeutic Program Cost Report (Form SR 3)
Exhibit C-4	Semi-Annual Expenditure Reports: Payroll and Fringe Benefit Report (Form SR 4) and Federal Revenue Certification (Form SR 9)
Exhibit D	Contractor Acknowledgment and Confidentiality Agreement
Exhibit D-1	Contractor Employee Acknowledgment and Confidentiality Agreement
Exhibit D-2	Contractor Non-Employee Acknowledgment and Confidentiality Agreement
Exhibit D-3	Confidentiality of Criminal Offender Record Information

Exhibit E	Statement of Dangerous Behaviors and California Department of Social Services Child Welfare Services Manual Section 31-405
Exhibit F	IRS Notice 1015 - Notice to Employees Regarding Federal Earned Income Credit
Exhibit G	Payment Resolution Notification
Exhibit H	Overpayment Policy
Exhibit I	Contractor's Certification of Compliance with Child, Spousal and Family Support Orders
Exhibit J	Contractor's Certification of Compliance with all Federal and State Employment Reporting Requirements
Exhibit K	Contractor's Equal Employment Opportunity Certification
Exhibit L	Charitable Contributions Certification
Exhibit M	Certification of Compliance with the County's Defaulted Property Tax Reduction Program
Exhibit N	Contract Investigation/Monitoring/Audit Remedies and Procedures
Exhibit O	Federal Debarment and Suspension Certification Form
Exhibit P	Contractor's Compliance with Encryption Requirements Form
Exhibit Q	Zero Tolerance Human Trafficking Policy Certification Form
Exhibit R	Contractor's Certification of Compliance with Background and Security Investigations
Exhibit S	Safely Surrendered Baby Law
Exhibit T	County of Los Angeles Contractor Employee Jury Service Program Certification Form
Exhibit U	County's Administration Form
Exhibit V	Contractor's Administration Form
Exhibit W	Sample Report on Outside Employment Activities
Exhibit W-1	Sample Report on Conflict of Interest
Exhibit X	Discharge Outcome and Placement Stability Report

**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
AND THE PROBATION DEPARTMENT  
FOSTER CARE PLACEMENT SERVICES MASTER CONTRACT FOR  
SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM**

This is the Short-Term Residential Therapeutic Program Master Contract for Foster Care Placement Services (hereinafter referred to as "Contract").

This Contract is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between

County of Los Angeles  
hereinafter referred to as "COUNTY"

and

Contractor  
hereinafter referred to as "CONTRACTOR"

**RECITALS**

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

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

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

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

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

WHEREAS, pursuant to the provisions of WIC Section 11460, the California Department of Social Services (CDSS) is designated to administer a state system for establishing rates in the Aid to Families with Dependent Children-Foster Care (AFDC-FC) program, under the Catalog for Federal Domestic Assistance Number 93.658; and

WHEREAS, CONTRACTOR warrants that it possesses the competence, expertise, and personnel necessary to provide such services, and understands for purposes of this contract considers itself a sub-recipient insofar as compliance with Office of Management and Budget (OMB) 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,

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

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

### **1.0 APPLICABLE DOCUMENTS**

- 1.1 This Contract and the Exhibits hereto, constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous Contracts, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, Section 5.0, “Changes and Amendments”, and signed by both parties.
- 1.2 Exhibits A through A16, B, C through C-3, D through D-3, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, W-1, and X set forth below, are attached to and incorporated by reference in this Contract.
- 1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, service, schedule, contents, or description of any task, deliverable, product, service, or other work between this Contract, the Statement of Work, and the Exhibits, or among the Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, the Statement of Work, and then to the Exhibits according to the following priority:

Exhibit A	Statement of Work (STRTP)
Exhibit A-1	STRTP Reference Links
Exhibit A-2	STRTP Service Delivery Sites
Exhibit A-3	Criminal Record Exemption Notification
Exhibit A-4	Notification of Subsequent Arrest, Conviction, Probation, or Parole Violation
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Exhibit S	Safely Surrendered Baby Law
Exhibit T	County of Los Angeles Contractor Employee Jury Service Program Certification Form

Exhibit U	County's Administration Form
Exhibit V	Contractor's Administration Form
Exhibit W	Sample Report on Outside Employment Activities
Exhibit W-1	Sample Report on Conflict of Interest
Exhibit X	Discharge Outcome and Placement Stability Report

## 2.0 DEFINITIONS

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

- 2.1 "Aid to Families with Dependent Children-Foster Care (AFDC-FC)" – means foster care financial assistance paid on behalf of children in out-of-home placement who meet the eligibility requirements specified in applicable state and federal regulations and laws. The program is administered by Department of Children and Family Services (DCFS).
- 2.2 "Allowable Costs" – means that reported costs shall be allowable and reasonable as defined in federal statutes and regulations including 45 CFR Part 74, 45 CFR Part 1356, and in California CDSS Manual of Policies and Procedures Section 11-402.8.
- 2.3 "Case Plan" – means 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) or Deputy Probation Officer in partnership with the parent/guardian (whenever possible) and designed to reduce or eliminate the risk factor(s) which precipitated the referral to DCFS or Probation Department (Probation). It identifies a Case Plan goal (the desired outcome), objectives (the desired outcome of the successful completion of specified tasks), tasks/activities (for which a participant is accountable and the completion of which moves toward achievement of a specified Case Plan objective), the specific services to be provided and time frames for completion of the objectives and goals. Case Plan goals include: Family Maintenance, Family Preservation, Reunification, and Permanency Planning (Adoption, Legal Guardianship and Long-Term Foster Care).
- 2.4 "Child" or "Children" - means any child, children or youth placed by COUNTY receiving Services from CONTRACTOR pursuant to this Contract, including non-minor dependents.
- 2.5 "Child and Family Team" or "CFT" – means a group of individuals who are convened by the placing agency and who are engaged through a variety of team-based processes to identify the strengths and needs of the child or youth and his or her family, and to help achieve positive outcomes for safety, permanency, and well-being.



- 2.6 “Children’s Social Worker” or “CSW” – means an employee of DCFS who performs a wide range of professional casework services for children and families receiving services from Department of Children and Family Services.
- 2.7 “Community” – means 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.
- 2.8 “Community Care Licensing Division” or “CCLD” – means the Division of the California Department of Social Services that licenses community care facilities including Short-Term Residential Therapeutic Program. They also monitor compliance with Title 22 regulations.
- 2.9 “Contract” – means an agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Statement of Work.
- 2.10 “CONTRACTOR” – means the sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by Exhibit A, Statement of Work.
- 2.11 “Core Practice Model” – means a process that is family centered, solution focused, trauma responsive, strength-based, team driven, and improves outcomes for children and families prioritizes child safety by enabling stronger teamwork with children and families, grounded in strong community support through Engagement, Teaming, Assessment and Understanding, and Tracking and Adapting.
- 2.12 “Core Services and Supports” – means services made available to children either directly or secured through formal agreements with other agencies, which are trauma-informed and culturally relevant which includes: Specialty Mental Health Services; Transition Services; Education, Physical, Behavioral, Mental Health, and Extracurricular supports; Transition to Adulthood Services; Permanency Support Services; and Indian Child Services.
- 2.13 “Corrective Action Plan” or “CAP” – means a document that serves as CONTRACTOR’s commitment to remedy deficiencies in response to findings uncovered in investigations, as further described in Part I, Section 16.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, Sub-section 16.1 and Exhibit N, Department of Children and Family Services/Probation Short-Term Residential Therapeutic Program Contract Investigation/Monitoring/Audit Remedies and Procedures.
- 2.14 “COUNTY” – means the Department of Children and Family Services and/or the Probation Department on behalf of the County of Los Angeles and its Board of Supervisors.

- 2.15 “County Program Director” – means COUNTY representative at the Division Chief level responsible for oversight of the contracted program.
- 2.16 “COUNTY’s Program Manager” or “CPM” – means COUNTY representative responsible for daily management of contracted program operation and administering this Contract, consulting on policy, providing technical assistance and overall coordination and implementation of this Contract between the CONTRACTOR and COUNTY. (see Exhibit U, County’s Administration Form)
- 2.17 “County Contract Program Monitor” – means COUNTY representative responsible for the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
- 2.18 “COUNTY Worker” – means for a DCFS-Placed Child, COUNTY Worker is a Children’s Social Worker (CSW); for a Probation-Placed Child, COUNTY Worker is a Deputy Probation Officer; and for Department of Mental Health COUNTY, Worker is a professional.
- 2.19 “Day” or “Days” – means whether singular or plural, whether with initial letter capitalized or not, shall mean calendar days, and not business or workday, unless otherwise specifically stated.
- 2.20 “Day Rehabilitation Program” – programs funded by the Department of Mental Health that operate Short-Term Residential Therapeutic Program. These programs provide an organized and structured mental health treatment program to assist a distinct group of children/adolescents with serious emotional disturbance. The programs focus on addressing delayed personal growth and development. Services are intended to maintain individuals in their settings, consistent with their requirements for learning, development, and enhanced self-sufficiency.
- 2.21 “DCFS” - means COUNTY’s Department of Children and Family Services.
- 2.22 “Department of Mental Health” – The County of Los Angeles Department of Mental Health that, through its Children’s System of Care, provides services for emotionally disturbed children including those in Short-Term Residential Therapeutic Program. These services include:
- 2.22.1 Certification of the mental health services component for any proposed Short Term Residential Therapeutic Program prior to the Foster Care Funding and Rates Bureau establishing these rate levels;
- 2.22.2 Support for the development of Day Rehabilitation Programs in Short-Term Residential Therapeutic Program;

- 2.22.3 Support for the development of Day Treatment Programs in Short-Term Residential Therapeutic Program; and
- 2.22.4 Providing Therapeutic Behavioral Services in Short-Term Residential Therapeutic Program.
- 2.23 “Dependent Children” – a child who is within the jurisdiction of the Juvenile Court under Welfare and Institutions Code, Sections 300(a), (b), (c), (d), (e), (f), (g), (h), (i), and (j). DCFS supervises Dependent Children.
- 2.24 “Deputy Probation Officer” or “DPO” - an employee of the Probation Department who provides direct supervision of youth on formal probation.
- 2.25 “Developmental Disability” – a disability which originates before an individual attains age 18, continues, or can be expected to continue indefinitely, and constitutes a substantial disability for that individual. This term shall include mental retardation, cerebral palsy, epilepsy, and autism. This term shall also include disabling conditions found to be closely related to mental retardation or to require treatment similar to that required for individuals with mental retardation, but shall not include other handicapping conditions that are solely physical in nature (WIC Section 4512(a)).
- 2.26 “Director” - means COUNTY’s Director of Children and Family Services or his or her authorized designee.
- 2.27 “Do Not Refer Status” or “DNR Status” – means all new referrals to CONTRACTOR are suspended, as further discussed in Part I, Section 16.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, Sub-section 16.3, Do Not Refer Status and Exhibit N, DCFS/Probation Short-Term Residential Therapeutic Program Contract Investigation/Monitoring/Audit Remedies and Procedures.
- 2.28 “Do Not Use Status” or “DNU Status” – means all new referrals to CONTRACTOR are suspended, and all Placed Children are removed from CONTRACTOR’s facility(ies), as further discussed in Part I, Section 16.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, Sub-section 16.4, Do Not Use Status and Exhibit N, DCFS/Probation Short-Term Residential Therapeutic Program Contract Investigation/Monitoring/Audit Remedies and Procedures.
- 2.29 “Emancipation” – means successful passage of foster youth to adulthood, including becoming a responsible and contributing member of the Community.
- 2.30 “Emancipation Planning” – means 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.

- 2.31 "Excess Payment" or "Payment Error" - refers to any payment that is not an "Overpayment" as defined in this section, but which the CONTRACTOR received, but was not entitled to, and therefore, the CONTRACTOR must return it to the COUNTY.
- 2.32 "Expended Funds" or "Expended" or "Expenditures" – means AFDC-FC funds, received through this Contract that are subsequently spent by CONTRACTOR for the care and Services of Placed Children. Expended funds must be reasonable and allowable in accordance with Part I, Section 25.0 Use of Funds, Sub-section 25.3 of this Contract.
- 2.33 "Federal Tax Exempt Status" – means the status of organization or agency that is exempt from Federal income tax under Section 501-(c)-(3) of the Internal Revenue Code.
- 2.34 "Fiscal Year(s)" - means the twelve (12) month period beginning July 1<sup>st</sup> and ending the following June 30<sup>th</sup>.
- 2.35 "Foster Care Funding and Rates Bureau" – means the Division of the California Department of Social Services that establishes Aid to Families with Dependent Children-Foster Care rates for Short-Term Residential Therapeutic Program.
- 2.36 "Foster Care Payment Hotline" – means a telephone number that CONTRACTOR may call under circumstances described in this Contract (i.e., within 24 hours of child leaving the Short-Term Residential Therapeutic Program) or may call to request payment or Medi-Cal information. The Foster Care Payment Hotline Number is (800) 697-4444.
- 2.37 "Hold Status" – means a temporary suspension of referrals of children to CONTRACTOR by placing CONTRACTOR on Hold Status for up to a 45-Day period at any time during investigations, as further defined in Part I, Section 16.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, Sub-section 16.2 of this Contract and Exhibit N, DCFS/Probation Short-Term Residential Therapeutic Program Contract Investigation/Monitoring/Audit Remedies and Procedures.
- 2.38 "Independent Living Program" or "ILP" – means the program authorized under 42 U.S.C. 677 of the Social Security Act for services and activities to assist/prepare Placed Children age 14 or older to make the transition from out-of-home care to independent living. Youths receiving family reunification and permanent placement services, and those in out-of-home care are eligible. Youths receiving emergency response and family maintenance services and those in psychiatric hospitals are not eligible for the program. DCFS and Probation may also provide ILP services to former foster youths up to age 21. ILP is a major component of Emancipation Planning.

- 2.39 "Interagency Placement Committee" – means a committee established by the COUNTY, with a membership that includes at least the COUNTY placement agency and a licensed mental health professional from the Department of Mental Health pursuant to Section 4096(c) of the Welfare and Institutions Code.
- 2.40 "Manual of Policies and Procedures" – refers to the manual promulgated by the California Department of Social Services.
- 2.41 "Needs and Services Plan" – means a comprehensive, individualized, time-limited, goal oriented plan, developed by CONTRACTOR identifying the specific needs of an individual Placed Child, including, but not limited to, those items specified in Title 22, Division 6, Chapter 5, Section 84068.2, that delineates those Services necessary in order to meet the Placed Child's identified needs.
- 2.42 "Overpayment" – AFDC-FC Overpayments are those payments defined and governed by the State Manual of Policies and Procedures (MPP) 45-304.1.11 as follows: "any amount of aid paid which a foster care services provider received on behalf of a child to which the provider was not entitled."
- 2.43 "Placed Child" or "Placed Children" – means any child or children placed by COUNTY receiving Services from CONTRACTOR pursuant to this Contract.
- 2.44 "Pool Rate" – means the rate of interest to be charged as determined by COUNTY's Auditor-Controller.
- 2.45 "Probation" – means the COUNTY's Probation Department.
- 2.46 "Probation Children" – a Child who is a ward of the Delinquency Juvenile Court under Welfare and Institutions Code, Section 601(a) or (b) or Section 602(a) or (b). Probation supervises Probation Children.
- 2.47 "Program" - means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work.
- 2.48 "Plan of Operation and Program Statement" – means a comprehensive description of the STRTP's program in effect during the term of this Contract.
- 2.49 "Real Property" – means land and anything growing on, attached to, or erected on it.
- 2.50 "Seriously Emotionally Disturbed" – defined by Welfare and Institutions Code, Section 5600.3(a)(2) as a child who has a mental disorder as identified in the most recent edition of the Diagnostic and Statistical Manual of mental disorders, other than a primary substance use disorder or developmental disorder, which results in behavior inappropriate to the child's age according to expected

developmental norms. Members of this target demographic shall meet one or more of the following criteria:

2.50.1 As a result of the mental disorder, the child has substantial impairment in at least two of the following areas: self-care, school functioning, family relationships, or ability to function in the Community, and either of the following occur:

2.50.1.1 The child is at risk of removal from home or has already been removed from the home; or

2.50.1.2 The mental disorder and impairments have been present for more than six months or are likely to continue for more than one year without treatment.

2.50.2 The child displays one of the following: psychotic features, risk of suicide or risk of violence due to a mental disorder; and

2.50.3 The child meets special education eligibility requirements under Chapter 26.5 (commencing with Section 7570) of Division 7 of Title 1 of the Government Code.

2.51 “Severely Emotionally Disturbed/Severe Emotional Disorder” – refers to a complex of emotional and behavioral problems that are slightly less profound in either degree or extent than the “Seriously Emotionally Disturbed”.

2.52 “Service(s)”- means CONTRACTOR’s obligations under the Contract, including but not limited to the basic needs CONTRACTOR agrees to meet for each Placed Child as outlined in this Contract, the Statement of Work, the California Department of Social Services Regulations, and CONTRACTOR's Plan of Operation and Program Statement.

2.53 “Short-Term Residential Therapeutic Program” or “STRTP” – A residential facility that provides an integrated program of specialized and intensive care and supervision, services and supports, treatment, and short-term 24-hour care and supervision to children.

2.54 “State” – means the State of California.

2.55 “Subcontract” – means a contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.

2.56 “Subcontractor” – means an organization or individual that enters into a contract 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.

- 2.57 “Therapeutic Behavioral Services” or “TBS” – services provided in some STRTPs through the Department of Mental Health to provide temporary support for an individual child who may be experiencing a life crisis, when a life crisis is imminent, or who requires additional support to transition from a higher to lower level of care or to prevent movement to a higher level of care. TBS services are funded by Medi-Cal under the Early Periodic Screening, Diagnosis, and Treatment (EPSDT) Program.
- 2.58 “Title 22” – means the California Code of Regulations for community care facilities including STRTPs.
- 2.59 “Un-Expended Funds” or “un-Expended” – means AFDC-FC funds, received through this Contract, which are retained and not spent by CONTRACTOR. (See Part I, Section 25.0, Use of Funds, Sub-section 25.6 of this Contract.)
- 2.60 “Youth Development Services” - includes but is not limited to: plans for emancipating youth, vocational training, work experience, and educational opportunities.

### **3.0 TERM**

- 3.1 The term of this Contract shall be \_\_\_ months, commencing after execution by the Director of DCFS and the Probation’s Chief Probation Officer, through June 30, 2020 unless terminated earlier or extended, in whole or in part, as provided in this Contract.
- 3.2 The COUNTY shall have the sole option to extend the Contract term for up to two (2) additional 12-month periods and one (1) additional 18-month period through December 31, 2023, for a maximum total Contract term of five (5) years. Each such option and extension shall be exercised at the discretion of the Director of DCFS and the Chief Probation Officer; and extended by the Director of DCFS, by written notice to the CONTRACTOR thirty (30) days prior to the expiration of the Contract term, provided that approval of County Counsel is obtained prior to any such extension.
- 3.3 The term of this Contract may also be extended by the Director of DCFS by written notice to the CONTRACTOR thirty (30) days prior to the expiration of the Contract term, after County Counsel approval, for a period not to exceed six (6) months beyond the expiration of the then current Contract term, if such additional time is necessary to complete the negotiation or solicitation of a new Contract.

### **4.0 PAYMENT RATE**

- 4.1 COUNTY and CONTRACTOR agree that payments referenced in this Contract are based on rates established by CDSS Foster Care Funding and Rates

Bureau. During the term of this Contract, COUNTY shall compensate CONTRACTOR for the Services set forth in this Contract and in the Statement of Work (SOW) (Exhibit A), for each Placed Child at the STRTP as further described in Part I, Section 7.0, Invoices and Payments.

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

## **5.0 GENERAL INSURANCE REQUIREMENTS**

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

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

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

Prior to commencing Services under this Contract, such certificates or other evidence shall:

- 5.1.1 Specifically identify this Contract.
- 5.1.2 Clearly evidence all coverages required in this Contract.



- 5.1.3 Contain a provision that COUNTY shall receive written notice of cancellation or any change in required insurance including insurer, limits of coverage, and term of coverage or policy period. The written notice shall be provided to COUNTY at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in required insurance may constitute a material breach of the Contract, in the sole discretion of the COUNTY, upon which COUNTY may suspend or terminate this Contract.
- 5.1.4 Include copies of the additional insured endorsement to the CONTRACTOR's general liability, professional liability, and Sexual misconduct liability policies, adding the County, its Special Districts, elected and appointed officers, employees, agents and volunteers as insured for all activities arising from this Contract.
- 5.1.5 Waivers of Subrogation: To the fullest extent permitted by law, the CONTRACTOR hereby waives its rights and its insurer(s)' rights of recovery against COUNTY under all the Required Insurance for any loss arising from or relating to this Contract. The CONTRACTOR shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.
- 5.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY. Such approval will not be unreasonably withheld.
- 5.3 Failure to Maintain Insurance: CONTRACTOR's failure to maintain or to provide acceptable evidence that it maintains the required insurance shall constitute a material breach of the Contract, upon which COUNTY immediately may withhold payments due to CONTRACTOR, and/or suspend or terminate this Contract. COUNTY, at its sole discretion, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, the COUNTY may, upon notice to CONTRACTOR, purchase the required insurance, and deduct the premium cost from sums due to CONTRACTOR or pursue CONTRACTOR reimbursement.
- 5.4 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY:
  - 5.4.1 Any accident or incident relating to Services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.

- 5.4.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or related to Services performed by CONTRACTOR under this Contract.
- 5.4.3 Any injury to a CONTRACTOR employee, which occurs on COUNTY property. This report shall be submitted on a COUNTY “Non-Employee Injury Report” to COUNTY Program Manager.
- 5.4.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies, or securities entrusted to CONTRACTOR under the terms of this Contract.
- 5.5 Compensation for COUNTY costs: In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.
- 5.6 Insurance Coverage Requirements for Subcontractors: CONTRACTOR shall ensure any and all Subcontractors performing Services under this Contract, consistent with Sub-section 6.1, meet the insurance requirements of this Contract by either:
  - 5.6.1 CONTRACTOR providing evidence of insurance covering the activities of Subcontractors, or
  - 5.6.2 CONTRACTOR providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

**6.0 INSURANCE COVERAGE REQUIREMENTS**

- 6.1 General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits equal to the maximum allowed under contractor's policy, or the following, whichever is greater:

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

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

- 6.2 Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars

(\$1,000,000) for each accident. Such insurance shall include coverage for all “owned,” “hired”, and “non-owned” vehicles, or coverage for “any auto,” and include a deductible no greater than \$1,000 in accordance with County Code (Section 2.38.060).

- 6.3 Workers’ Compensation and Employer’s Liability insurance providing workers’ compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible.

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

- 6.4 Professional Liability: Insurance covering CONTRACTOR’s liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement’s expiration, termination or cancellation.

- 6.5 For STRTPs on County owned Property, the following additional coverage is required: Property Coverage: Such insurance shall be endorsed naming the COUNTY of Los Angeles as loss payee, provide deductibles of no greater than 5% of the property value.

- 6.6 Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment, or maltreatment of sexual nature.

## 7.0 INVOICES AND PAYMENTS

- 7.1 The CONTRACTOR shall maintain Foster Care Funding and Rates Bureau STRTP authorization for payment with AFDC-FC funds throughout the term of the Contract. A copy of the current rate letter shall be included as Exhibit A-15 in this Contract. COUNTY shall pay CONTRACTOR for each Placed Child the monthly STRTP Rates established by the CDSS, 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. COUNTY requires CONTRACTOR to provide a voucher as a condition of payment pursuant to Manual of Policies

and Procedures 45-303.1 through 45-303.5. Failure to provide the voucher by the deadline set forth in the voucher statement, along with any information required, may result in delay of payment no later than fifteen (15) Days after the voucher information is submitted to COUNTY by CONTRACTOR. Failure to provide the required information may result in COUNTY not making payment.

Vouchers for DCFS shall be sent to:

County of Los Angeles  
Department of Children and Family Services  
Attention: Revenue Enhancement Division  
Vendor Voucher Validation Unit  
P.O. Box 368  
Glendora, CA 91740-0368

- 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 an email confirmation from the County Worker. 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. COUNTY has the right to delay payment or not make payment, per MPP 45-303.2 through 45.303.5, inclusive, and condition CONTRACTOR'S payments on timely return of a voucher and the provision of requested information, by a date certain. Requested information can include, but not be limited to, reports that the child received care for the full month, date the child left placement, reason the child left placement and/or the number of days in the month the provider cared for the child. Delay in providing this information as set forth in Part I, Sub-section 7.2, may result in delay of payment, not to exceed fifteen (15) Days from the date after the information is submitted to COUNTY, including relevant verifications, upon COUNTY request. The failure to provide required confirmation may result in COUNTY not making payment.

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 G) and emailing it to cov71@dcs.lacounty.gov. 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. Interest charges pertaining to notification of incorrect specified payments, which are defined as Overpayments will be governed by MPP 45-305.3.33 and 45-306 inclusive. Interest on defined Overpayments shall be collected and interest assessed as set forth in MPP 45-305.3.34 and MPP 11-402.66 inclusive, and any other related State regulations pertaining to the application of interest for Overpayments.

(Business Information Systems Division (BIS) is currently in the process of modifying The Foster Care Search System (FCSS) to allow Foster Care Services Contractors and non-contracted Foster Care Providers (FFA, STRTP, and ISFC-FFA) to submit their Foster Care payment discrepancies online.)

7.6 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.

7.7 If COUNTY identifies an Overpayment, governed by MPP 45-304 through 45-306 and 11-404, inclusive, COUNTY will comply with MPP 45-304.1.122 and 126. COUNTY will provide CONTRACTOR with State Form Notice of Action 1261 as required by MPP 45-305.1 and a voluntary repayment agreement for the overpaid amount identified by CONTRACTOR. The repayment agreement will be in compliance with MPP 45-305.2.231 (a) – (d).

7.8 In addition to the requirements in Exhibit A, SOW, Part C, Section 15.0 Core Services and Supports, Sub-section 15.2.1 Prior Authorization for Movement of Children, 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.

#### 7.9 Excess Payments

7.9.1 In the event that COUNTY identifies an excess payment made to CONTRACTOR, including but not limited to, excess payments for clothing allowance, and/or any other excess funds issued by COUNTY on behalf of Placed Children during the term or within five (5) years after

expiration of this Contract or Contract extension, COUNTY will notify CONTRACTOR of such in writing. Upon receipt of such notice, CONTRACTOR and COUNTY shall attempt to resolve the discrepancy within thirty (30) Days. Within thirty (30) Days after the date of receipt of such notice, CONTRACTOR shall return the excess payment to COUNTY, execute a Contract to pay within another mutually agreed upon time frame, or register a notice of dispute with accompanying documentation to:

County of Los Angeles  
Department of Children and Family Services  
Contracts Administration Division  
Compliance Section - Fiscal  
Attn.: Financial Specialist IV - Insert Name of Contractor  
3530 Wilshire Boulevard, 5<sup>th</sup> Floor  
Los Angeles, CA 90010

- 7.9.2 In the event CONTRACTOR identifies an excess payment made by COUNTY, CONTRACTOR will notify COUNTY and, upon written confirmation by COUNTY of excess payment amount, CONTRACTOR will return all excess payments within thirty (30) Days to the address above (Exhibit H, Overpayment Policy).
- 7.9.3 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 Part I, Section 16.0, Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan.
- 7.9.4 If CONTRACTOR registers a notice of dispute pursuant to this Section, Sub-section 7.9, the Division Chief will evaluate the adequacy of the CONTRACTOR's written response. Within twenty-five (25) calendar days of DCFS' receipt of CONTRACTOR's written response, DCFS will provide CONTRACTOR with DCFS' written response, which sets forth the required DCFS CAP. Should CONTRACTOR disagree with the contents of the CAP, CONTRACTOR shall submit a response to the DCFS CAP within fifteen (15) business days to DCFS Fiscal Monitoring Section. DCFS will review the CONTRACTOR's response to the DCFS CAP and issue a final required DCFS CAP within five (5) calendar days. Should CONTRACTOR not comply with the Corrective Action Plan, DCFS may, in its sole discretion, exercise any and all remedies, including but not limited to placement of CONTRACTOR on Do Not Refer or Do Not Use Status.

7.9.5 Except as limited in Part I, Section 7.0 - Invoices and Payments, Subsections 7.9.4, 7.10, and 20.8, CONTRACTOR may appeal the final decision pursuant to Part I, Section 20.0 Dispute Resolution Procedures.

## 7.10 Overpayments

7.10.1 In the event that COUNTY or CONTRACTOR discovers a payment made to CONTRACTOR which can be defined as an Overpayment, including but not limited to vouchers setting forth dates a child was not in placement but, for which CONTRACTOR was paid, during the term or discovered within five (5) years after expiration of the contract or contract extension, COUNTY, after review of MPP 45-304.1.126 and 45-304.4, will issue CONTRACTOR a written State Form Notice of Action 1261 on collectible amount.

7.10.1.1 Thereafter, CONTRACTOR and COUNTY shall attempt to resolve the Overpayment prior to any informal or formal action taken by CONTRACTOR. If resolved voluntarily in favor of COUNTY, CONTRACTOR'S voluntary agreement to repay shall be in compliance with MPP 45-305.2.21 through 45-305.23.231 (a)-(b).

7.10.1.2 If not resolved voluntarily, COUNTY may institute involuntary collection remedies pursuant to MPP 45-305.3 and Overpayment recoupment actions required by MPP 45-304.3.

7.10.1.3 CONTRACTOR may request an informal hearing, a State fair hearing, or both, as provided pursuant to MPP 45-306.1 through .3, inclusive.

7.10.1.4 CONTRACTOR shall have thirty (30) days from the date COUNTY mails the State Form Notice of Action 1261 to request the informal hearing. If the informal hearing is requested, COUNTY will conduct an informal hearing in accordance with the procedures set forth in MPP 45-306.1 through .2, inclusive.

7.10.1.5 CONTRACTOR, if forgoing an informal hearing, must request the State fair hearing within ninety (90) days from the date COUNTY mailed the State Form Notice of Action 1261.

7.10.1.6 If CONTRACTOR has requested an informal hearing and desires a State fair hearing, CONTRACTOR must request the State fair hearing within ninety (90) days of the date that a written decision letter for the informal hearing is mailed, that CONTRACTOR withdraws their request for an informal

hearing, or that CONTRACTOR does not appear at the informal hearing, whichever is earlier.

- 7.10.1.7 Once due process has expired or administrative remedies are exhausted in favor of COUNTY, COUNTY may seek additional recourse for collection in compliance with MPP 45-304 through 45-306, inclusive, including interest and other remedies as set forth in the CONTRACT, by and between COUNTY and CONTRACTOR.
- 7.10.2 In the event CONTRACTOR does not return an Overpayment, governed by MPP 45-304 through 45-306 either under the terms of a voluntary agreement pursuant to MPP 45-305.2.23 - 45-305.2.24 or 45-304.124 or under the terms of an involuntary repayment agreement after exhaustion of due process pursuant to MPP 45-304 through 45-306 and 11-402.66, inclusive, in favor of the COUNTY, COUNTY may place a DNR/DNU/HOLD under Section 17.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan. County shall provide a written notice of its intention to place CONTRACTOR on a Do Not Refer Status at least fifteen (15) days in advance.
- 7.10.3 In matters involving overpayments, governed by MPP 45-304 through 45-306, and if the amount is determined collectible, CONTRACTOR will have thirty (30) days from the date of COUNTY'S mailing of a State Form Notice of Action 1261, to request an informal hearing. The informal hearing process, if elected by CONTRACTOR, will be compliant with hearing procedures set forth in MPP 45-306.1 through 45-306.3. CONTRACTOR may, at its election, forgo an informal hearing and request a State fair hearing within ninety (90) days from the date of COUNTY'S mailing of State Form Notice of Action 1261.
- 7.10.4 CONTRACTOR must comply with the required time periods to request a formal or informal hearing. Contractors' failure to timely request a formal or informal hearing as set forth in MPP 45-306.1 through 45-306.3 will result in the collection by COUNTY pursuant to MPP 45-304 through 45-305 and 11-402.66.
- 7.11 For overpayments governed by MPP 45-304 through 45-306 CONTRACTOR shall submit payment after exhaustion of due process in favor of COUNTY, and which results in identification of the Overpayment, as defined in MPP 45-304.5.52, CONTRACTOR shall submit re-payment in conformity with the priority of repayment, including lump sum repayment, voluntary repayment terms or involuntary repayment terms, as set forth in MPP 45-305.2 and 45-305.3, inclusive, including referenced directions on methods of voluntary and involuntary collection and interest collection. Further, COUNTY may employ and implement CONTRACT actions as set forth in Part I, Sections 17.0 and 21.0 of this Contract.



- 7.12 With regard to overpayments, COUNTY shall be entitled to pre-judgment interest at the highest rate permitted by governing MPP 45-305.3.331 (a) and (b), MPP 45-305.3.332, MPP 45-305.3.34, or by any other applicable law. With regard to underpayments, CONTRACTOR shall be entitled to pre-judgment interest at the highest rate permitted by law.
- 7.13 Provided that COUNTY shall remove all Placed Children on or prior to the expiration or other termination of this Contract, CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for Services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract. Notwithstanding the foregoing, if COUNTY does not remove a Placed Child from a Certified STRTP following termination of this Contract, COUNTY will pay based upon the STRTP Rates.
- 7.14 Method of Payment and Required Information
- 7.14.1 The County may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment for any amounts due for goods and/or services provided under an agreement or contract with the County. Proposers/Contractors further agree that the default form of payment shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 7.14.2 Upon contract award and at the request of the A-C and/or the contracting department, the Contractor shall provide the A-C with electronic banking and related information for the Contractor and/or any other payee that the Contractor designates to receive payment pursuant to this agreement or contract. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number or TIN, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 7.14.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments. Upon contract award or at any time during the duration of the agreement or contract, a contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business

or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

## **8.0 BACKGROUND AND SECURITY INVESTIGATIONS**

- 8.1 For the safety and welfare of the children to be served under this Contract, CONTRACTOR shall, as permitted by law, ensure that its staff, employees, independent contractors, volunteers, or subcontractors who may come in contact with children in the course of their work, undergo and pass a background investigation to the satisfaction of COUNTY as a condition of beginning and continuing to work under this Contract. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the CONTRACTOR, regardless if the member of CONTRACTOR's staff passes or fails the backgrounds investigation.
- 8.2 If a member of CONTRACTOR's staff does not pass the background investigation, COUNTY may request that the member of CONTRACTOR's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. COUNTY will not provide to CONTRACTOR or to CONTRACTOR's staff any information obtained through the COUNTY's background investigation.
- 8.3 Disqualification of any member of CONTRACTOR's staff pursuant to this Sub-section shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 8.4 CONTRACTOR shall immediately notify COUNTY 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 children while providing services under this Contract when such information becomes known to CONTRACTOR.
- 8.5 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare, or safety of others, including but not limited to, the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender), and those crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault, and lewd and lascivious acts.

## **9.0 NOTICES**

- 9.1 Unless otherwise specifically provided in this Contract, all notices to COUNTY shall be given in writing, sent by certified mail, return receipt requested, by enclosing the

same in a sealed envelope addressed to the intended party and by depositing such envelope with postage prepaid in the United States Post Office or any substation or public letterbox. All notices to COUNTY shall be sent by certified mail, return receipt requested in duplicate, addressed to the following:

Department of Children and Family Services  
Contracts Administration Division  
425 Shatto Place, Room 400  
Los Angeles, CA 90020

AND

Probation Department  
Placement Permanency & Quality Assurance  
Short-Term Residential Therapeutic Program  
Monitoring/Investigations  
11701 South Alameda Street, 2<sup>nd</sup> Floor  
Lynwood, CA 90262

Unless otherwise specifically provided in this Contract, all notices to CONTRACTOR shall be given in writing, by enclosing the same in a sealed envelope addressed to the intended party and by depositing such envelope with postage prepaid in the United States Post Office or any substation or public letterbox. All notices to CONTRACTOR shall be sent to CONTRACTOR as indicated on Exhibit V, Contractor's Administration or such other person and/or location as may hereinafter be designated in writing by CONTRACTOR.

- 9.2 All notifications from COUNTY enclosing an amendment or new or revised policy, procedure, protocol, or exhibit to this Contract shall be sent by United States Postal Services (USPS) and electronic mail.
- 9.3 All written notification from COUNTY regarding CAPs, Hold Status, Do Not Refer or Do Not Use Status shall be sent via electronic mail and USPS mail.

## **10.0 CONFIDENTIALITY**

- 10.1 Pursuant to applicable WIC sections, including, but not limited to sections 5328 through 5330, 10850, and 827, all Placed Children's records are confidential. Portions of these confidential records, pertaining to the treatment or supervision of the Child, shall be shared with CONTRACTOR pursuant to the DCFS and Probation policies in effect and applicable State and federal law. The Juvenile Court has exclusive jurisdiction over juvenile records, documents, and case information as well as the responsibility to maintain their confidentiality and the confidentiality of dependent children. A child under DCFS' or Probation's supervision may not be videotaped, photographed, voice recorded, or interviewed for media, research, or other purposes, unless the Juvenile Court has issued an

order permitting such access. Anyone requesting to review a Placed Child's case records, interview a Placed Child for research or media purposes, or photograph or videotape a Placed Child, must obtain written approval in accordance with Juvenile Court policy as described in Los Angeles Superior Court, Local Rules, Chapter 17, Juvenile Division, Dependency Proceedings effective May 1, 1999. CONTRACTOR agrees to maintain the confidentiality of its records and conform to existing orders of the Juvenile Court and policies promulgated by State and federal laws and COUNTY policies regarding the Placed Child's confidentiality.

10.2 If CONTRACTOR's staff qualify as members of a Child and Family Team, as defined in WIC Sections 830 and 18951(d), such staff may access and disclose information regarding children accordingly.

10.3 CONTRACTOR shall maintain the confidentiality of all records, including but not limited to, COUNTY records and client records, in accordance with all applicable federal, State and local laws, regulations, ordinances, and directives regarding confidentiality. CONTRACTOR shall inform all of its officers, employees, and agents providing Services and care hereunder of the confidentiality provisions of this Contract. All employees of CONTRACTOR who have access to confidential records and data must sign and adhere to the attached "Contractor Employee Acknowledgment and Confidentiality Agreement" (Exhibit D-1).

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

#### 10.5 Confidentiality Requirements for Probation

10.5.1 By State law (California WIC § 827 and 828, and Penal Code § 1203.05, and 1203.09 and 11140 through 11144) all juvenile records and Probation case information which is in the CONTRACTOR's care and possession is confidential and no information relating to any adult or minor is to be in any way released to anyone except those authorized employees of the Los Angeles COUNTY Probation Department and law enforcement agencies.

10.5.2 Employees of CONTRACTOR shall be given copies of all cited code sections, and a form to sign Exhibit D-3, "Confidentiality of Criminal Offender Record Information", regarding confidentiality of the information in the juvenile records. Copies of the form are to be sent to County Program Manager (Probation) within five (5) business days of start of employment.

## 11.0 COUNTY'S RESPONSIBILITY

CONTRACTOR's covenants and responsibilities under the Contract shall not be conditional upon COUNTY's performance of the covenants contained in this Section 11.0 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.

- 11.1 COUNTY shall have the right to monitor, including but not limited to, review and audit CONTRACTOR for compliance with this Contract, SOW, and all applicable laws and regulations pertaining to STRTP.
- 11.2 CONTRACTOR shall be given reasonable access to appropriate COUNTY personnel. CONTRACTOR shall be given pertinent documentation and information, relevant to providing foster care Services, in accordance with COUNTY DCFS/Probation policy and court policy for confidentiality. CONTRACTOR shall hold all such information in confidence pursuant to the provisions of Part I, Section 10.0 of this Contract.
- 11.3 COUNTY shall provide CONTRACTOR with all available information about the Placed Child that may be released in accordance with applicable laws and regulations concerning confidentiality and the release of DCFS or Probation case records to service providers. This information may include court orders and court reports; medical and mental health information; and educational and placement history information. COUNTY Worker will assist CONTRACTOR in obtaining all the necessary information. The information needed to assess the needs of the Placed Child shall include, but is not limited to: 1) the items identified in Title 22, Division 6, Chapter 1, Section 80070(b) and Chapter 5, Section 84070(b)(1)-(11); and 2) a description of dangerous propensities of the Placed Child as outlined in the CDSS, 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 E, Statement of Dangerous Behaviors.
- 11.4 COUNTY shall arrange for a child to visit a potential placement prior to placement whenever possible (DCFS only). If CONTRACTOR, the child's COUNTY Worker, and the child agree, the child may be placed at the time of the pre-placement visit.
- 11.5 COUNTY Worker shall acknowledge that an orientation discussion with the Placed Child and COUNTY Worker was completed by signing the LIC 613B (Exhibit A-4).

- 11.6 COUNTY Worker shall provide CONTRACTOR, at the time of placement or within 24 hours, with a placement packet, including valid proof of Medi-Cal coverage and a signed DCFS 4158, Authorization for Medical Care for a Child Placed by Order of the Juvenile Court. If a child is placed during regular business hours without these items, CONTRACTOR shall immediately notify the Foster Care Payment Hotline at (800) 697-4444. If a child is placed after regular business hours, CONTRACTOR shall call the Foster Care Payment Hotline the following business day with the Placed Child's name and date of placement, so that a placement packet may be obtained, because COUNTY cannot fund the placement until the placement packet is issued.
- 11.7 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-1).
- 11.8 COUNTY Worker 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, Section 22.0 Needs and Services Plan.
- 11.9 COUNTY Worker shall include written reports from CONTRACTOR in the next court report.
- 11.10 COUNTY Worker shall provide CONTRACTOR with a copy of each court report to the extent permitted by confidentiality laws.
- 11.11 COUNTY will monitor for CONTRACTOR's compliance with State laws, regulations and policies applicable to the visitation of children in placement.
- 11.12 COUNTY Worker shall seek parental or Juvenile Court consent, as needed and as permitted by law, for the Placed Child's medical and dental care, mental health treatment, and participation in recreational and school activities.
- 11.13 COUNTY Worker shall provide CONTRACTOR with a copy of the court authorization for psychotropic medication, when applicable, within one day of placement. COUNTY Worker shall also provide CONTRACTOR with copies of all court re-authorizations for psychotropic medication, when applicable, prior to the expiration of the existing court authorization for psychotropic medication.

## **12.0 DESCRIPTION OF SERVICES**

- 12.1 CONTRACTOR covenants and agrees to provide all Services as described in this Contract and set forth in the SOW (Exhibit A) of this Contract. CONTRACTOR shall provide such Services to each Placed Child in accordance with CONTRACTOR's Plan of Operation and Program Statement, Exhibit A-13. CONTRACTOR warrants that it possesses the competence, expertise, and personnel necessary to provide such Services.

- 12.2 CONTRACTOR has submitted a Plan of Operation and Program Statement(s) to CCLD and has received CCLD approval of such Plan of Operation and Program Statement(s).
- 12.3 COUNTY may, during the term of this Contract, request that CONTRACTOR make revisions to its Plan of Operation and Program Statement by notifying CONTRACTOR in writing thirty (30) Days in advance of any proposed changes. Also, CONTRACTOR shall submit a revised Plan of Operation and Program Statement to COUNTY at any time during the term of this Contract when CONTRACTOR makes changes to its program. COUNTY shall review such Plan of Operation and Program Statement revisions for approval in accordance with Part II, Section 5.0, Changes and Amendments.
- 12.4 Nothing herein establishes a right of CONTRACTOR to the placement of children by COUNTY, or of the continued placement of children by COUNTY.
- 12.5 CONTRACTOR shall allow County Worker to visit, interview, and conduct case planning with youth when necessary.

### **13.0 STATE LICENSE**

- 13.1 CONTRACTOR shall maintain a Short-Term Residential Therapeutic Program Facility License(s) (Exhibit A-14) for each contracted facility, issued by the CDSS, CCLD Division, throughout the term of the Contract.
- 13.2 If planning to add additional STRTP site(s) during the term of the Contract, CONTRACTOR shall notify and receive written approval from COUNTY Program Managers prior to the placement of and/or serving Placed Children at the additional site(s). CONTRACTOR's decision to pursue licensure of additional sites from CDSS, CCLD Division does not ensure placements from Los Angeles COUNTY.

### **14.0 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 Contract. CONTRACTOR shall not charge or receive fees or payments from any child or his/her family or guardian for children referred to CONTRACTOR pursuant to this Contract who are not accepted for placement.

### **15.0 OTHER SOURCES OF INCOME**

- 15.1 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  
Attention: Deposit Unit  
425 Shatto Place, Room 204  
Los Angeles, CA 90020

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

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

**16.0 HOLD STATUS, DO NOT REFER STATUS, DO NOT USE STATUS, CORRECTIVE ACTION PLAN**

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

**16.1 Corrective Action Plan (CAP)**

When DCFS/Probation reasonably determines in its sole discretion, that a CONTRACTOR's deficiencies are amenable to correction, DCFS/Probation may require CONTRACTOR to provide a CAP and DCFS/Probation and CONTRACTOR may enter into a CAP. A CAP shall serve as CONTRACTOR's commitment to remedy such deficiencies. The CAP procedures are further discussed in Exhibit N, Contract Investigation/Monitoring/Audit Remedies and Procedures.

16.1.1 Notwithstanding the above, Audit Remedies and Procedures which require a CAP to include repayment of Overpayments, governed by MPP 45-304 through 45-306 inclusive, will be included in the CAP after COUNTY's review of MPP 45-304.126, if appropriate. CONTRACTOR will be provided with State Form Notice of Action 1261. The voluntary agreement to repay an Overpayment by CONTRACTOR, set forth in a CAP shall be in compliance with MPP 45-305.2.23. If CONTRACTOR



disputes the Overpayment, COUNTY's additional contract remedies available for a CAP including, but not limited to, those remedies described in Part I, Section 16.0 Hold Status, Do Not Refer Status, Do Not Use Status and CAP, if the issue in dispute is solely the repayment of the identified Overpayment, governed by MPP 45-304 through 45-306, inclusive, will be contingent on: a) exhaustion of due process in favor of COUNTY, and CONTRACTOR fails to repay the Overpayment; and/or, b) a voluntary or involuntary agreement to repay the Overpayment exists with COUNTY, and CONTRACTOR fails to repay the Overpayment pursuant to the voluntary or involuntary agreement.

16.1.2 However, when any other additional disputes exist, either solely or in addition to the Overpayment issues, COUNTY may employ the use of contract remedies as described in Part I, Section 16.0 Hold Status, Do Not Refer Status, Do Not Use Status and CAP above, as it pertains to non-Overpayment, regardless of the Overpayment being in dispute and any outstanding due process or administrative remedies which may exist for a disputed Overpayment.

## 16.2 Hold Status

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

16.2.1 Notwithstanding the above, COUNTY may also elect to employ a Hold status (Sub-section 16.2.), unless child safety is at issue, involving Overpayments only after compliance with MPP 45-304 through 45-306 inclusive, under circumstances where CONTRACTOR has failed to repay COUNTY per voluntary agreement (MPP 45-305.2.21 through 45-305.2.24), failure to repay per voluntary agreement pursuant to MPP 45-304.1.124, or failure to voluntarily repay COUNTY and after exhaustion of due process in COUNTY's favor (MPP 45-304.51 through 45-304.52).

16.2.2 Under warranted circumstances, a Hold Status may be rescinded, on a Short-Term Residential Therapeutic Program as provided in Exhibit N, Contract Investigation/Monitoring/Audit Remedies and Procedures.

### 16.3 Do Not Refer Status

Notwithstanding any other provision of this Contract, COUNTY retains the right to suspend referrals of children to CONTRACTOR by placing CONTRACTOR on Do Not Refer 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 Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Sub-section 16.1, and as further described in Exhibit N, Contract Investigation/Monitoring/Audit Remedies and Procedures.

When Do Not Refer Status is implemented, a CAP may be established, as provided in Exhibit N, Contract Investigation/Monitoring/Audit Remedies and Procedures. Do Not Refer Status is removed if the CONTRACTOR conforms to the CAP in terms of content and timeframe, or as provided in Exhibit N, Contract Investigation/Monitoring/Audit Remedies and Procedures.

16.3.1 Notwithstanding the above, COUNTY may also elect to employ a Do Not Refer status (Sub-section 16.3), unless child safety is at issue, involving Overpayments only after compliance with MPP 45-304 through 45-306 inclusive, under circumstances where CONTRACTOR has failed to repay COUNTY per voluntary agreement (MPP 45-305.2.21 through 45-305.2.24), failure to repay per voluntary agreement pursuant to MPP 45-304.1.124, or failure to voluntarily repay COUNTY and after exhaustion of due process in COUNTY's favor (MPP 45-304.51 through 45-304.52).

### 16.4 Do Not Use Status

Notwithstanding any other provision of this Contract, COUNTY retains the right to remove or cause to be removed any or all Placed Children from the CONTRACTOR's care by placing CONTRACTOR on Do Not Use Status, 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 Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Sub-section 16.1, and as further described in Exhibit N, Contract Investigation/Monitoring/Audit Remedies and Procedures.

Under unique, warranted circumstances, a Do Not Use Status may be rescinded, as provided in Exhibit N, Contract Investigation/Monitoring/Audit Remedies and Procedures.

16.4.1 Notwithstanding the above, COUNTY may also elect to employ a Do Not Use status (Sub-section 16.4), unless child safety is at issue, involving Overpayments only after compliance with MPP 45-304 through 45-306 inclusive, under circumstances where CONTRACTOR has failed to repay COUNTY per voluntary agreement (MPP 45-305.2.21 through 45-305.2.24), failure to repay per voluntary agreement pursuant to MPP 45-304.1.124, or failure to voluntarily repay COUNTY and after exhaustion of due process in COUNTY's favor (MPP 45-304.51 through 45-304.52).

## 16.5 Notice Requirements

COUNTY will notify CONTRACTOR in writing within 72 hours of DCFS'/Probation's decision to place CONTRACTOR on Child Safety/Endangerment/Insurance Provisions Holds. Verbal notification of such actions will be provided prior to or at the time of CONTRACTOR's placement on Hold/DNR/DNU Status to the extent possible. To the extent possible and reasonable, and without interfering with any law enforcement investigation, and consistent with statutes and regulations related to confidentiality laws, notification will include the reason(s) for placing CONTRACTOR on Hold Status, or implementing Do Not Refer or Do Not Use Status.

COUNTY will notify CONTRACTOR in writing fifteen (15) Days prior to DCFS'/Probation's intention to place CONTRACTOR on Hold Status for Administrative reasons (except insurance provisions). COUNTY will notify CONTRACTOR in writing seventy-two (72) hours prior to DCFS' intention to implement Do Not Refer, or Do Not Use Status related to Administrative reasons (except insurance provisions). Verbal notification of such actions will be provided prior to or at the time of CONTRACTOR's placement on Hold/DNR/DNU Status to the extent possible. To the extent possible and reasonable, and without interfering with any law enforcement investigation, and consistent with statutes and regulations related to confidentiality laws, notification will include the reason(s) for placing CONTRACTOR on Hold Status.

When Do Not Refer or Do Not Use Status is recommended, the written notification letter will also invite CONTRACTOR to participate in a Review Conference (as described in Exhibit N) to discuss the COUNTY's decision and include a deadline by which the CONTRACTOR must indicate its intent to participate in the Review Conference (please refer to Exhibit N, Contract Investigation/Monitoring/Audit Remedies and Procedures).

## 16.6 Disagreement with Decision

Other than overpayment determinations subject to MPP 45-304 through 45-306 inclusive, CONTRACTOR may challenge the COUNTY action in accordance with DCFS/Probation local agency policies and procedures (please refer to

Exhibit N) then in effect, and thereafter, CONTRACTOR may appeal through the dispute resolution procedures described in Part I, Section 20.0 herein.

#### 16.7 Termination Hold Status

COUNTY may place CONTRACTOR on Termination Hold if COUNTY decides to allow this Contract to expire and is not renewing this Contract. COUNTY may also place CONTRACTOR on Termination Hold if CONTRACTOR's facility license is suspended or revoked, or if CONTRACTOR receives notice that its Foster Care Rate Letter will be terminated. Notwithstanding any other provision of this Contract, in the event either COUNTY or CONTRACTOR terminates this Contract for convenience or for default, COUNTY shall suspend referrals of children to CONTRACTOR and remove, or cause to be removed, all Placed Children from the CONTRACTOR's supervision. In such event, no DCFS/Probation local agency grievance policies and procedures will occur.

### 17.0 FINANCIAL REPORTING

This section may be changed, updated or amended to incorporate The CDSS Financial reporting and cost reporting forms for Short-Term Residential Therapeutic Program as identified in the Interim Licensing Standards, Version 2, or in All County Letters, Information Notices, Foster Care Audits and Rates Letters or other notices issued by CDSS.

- 17.1 CONTRACTOR shall report annual revenues and expenditures on the Semi-Annual Expenditure Report (Exhibit C-3). This report will require sign-off, under penalty of perjury, by CONTRACTOR'S Chief Executive Officer, or Chief Financial Officer or CONTRACTOR's Administrator, as defined in the STRTP Interim Licensing Standards, version 2. These Standards implement provisions of Assembly Bill 403 (Chapter 773, Statutes of 2015) and Assembly Bill 1997 (Chapter 612, Statutes of 2016) that govern STRTPs effective January 1, 2017
- 17.2 The Semi-Annual Expenditure Report (Exhibit C-3), along with the Short-Term Residential Therapeutic Program Cost Report (Exhibit U), shall be submitted to the County 120 days following the close of the CONTRACTOR's Fiscal Year.

#### 17.2.1 Submission of IRS and EDD Transcripts

CONTRACTOR shall submit to COUNTY a true and correct and complete copy of its Internal Revenue Service (IRS) and Employment Development Department (EDD) Account Transcripts showing each of its quarterly IRS Form 941 and EDD Form DE-9 filings (hereafter "IRS and EDD Transcripts"). CONTRACTOR shall submit its IRS and EDD Transcripts in a timely fashion, as set forth in this Contract, and time shall be of the essence with regard to the submission of the IRS and EDD Transcripts to the COUNTY.

- 17.2.1.1 CONTRACTOR shall submit to the COUNTY its IRS and EDD Transcripts which includes its IRS Form 941 and EDD Form DE-9 filings, filed during the first and second quarters of the calendar year, not later than September 30, of the year in which the IRS Form 941 and EDD Form DE-9 were filed.
- 17.2.1.2 CONTRACTOR shall submit to the COUNTY its IRS and EDD Transcripts which includes its IRS Form 941 and EDD Form DE-9 filings, filed during the third and fourth quarters of the calendar year, not later than March 31, of the year immediately following the year in which the IRS Form 941 and EDD Form DE-9 were filed.
- 17.2.1.3 In the event CONTRACTOR does not file the IRS Form 941 and EDD Form DE-9 during a quarter, CONTRACTOR shall submit to the COUNTY, in addition to the transcripts identified in 17.2.1.1 and 17.2.1.2, a true and correct copy of its Internal Revenue Service Verification of Nonfiling (“IRS VN”) and Employment Development Department Employer Account Statement (“DE-2176”).
- 17.2.1.4 CONTRACTOR shall submit its IRS and EDD Transcripts, and any IRS VN and EDD DE-2176 by mail, addressed as set forth below:
- Department of Children and Family Services  
Contracts Administration Division  
Compliance Section - Fiscal  
3530 Wilshire Boulevard, 5<sup>th</sup> Floor  
Los Angeles, CA 90010
- 17.2.1.5 CONTRACTOR and COUNTY agree that each and every IRS and EDD Transcript and IRS VN and EDD DE-2176 submitted to the COUNTY, or which should have been submitted by CONTRACTOR to the COUNTY pursuant to the terms of this Contract, is incorporated by reference into this Contract and the parties shall not assert that any such document constitutes parole evidence.
- 17.2.1.6 CONTRACTOR and COUNTY agree that the copies of each and every IRS and EDD Transcript and IRS VN and EDD DE-2176 submitted to the COUNTY pursuant to the terms of this Contract shall become the property of the COUNTY.
- 17.2.1.7 CONTRACTOR understands and acknowledges that COUNTY is subject to the provisions of the California Public Records Act; consequently, every IRS Transcript and EDD Transcript

and IRS VN and EDD DE-2176 submitted to the COUNTY pursuant to the terms of this Contract becomes a matter of public record, with the exception of those parts of each submitted document which are specifically identified, and plainly marked, by the CONTRACTOR, at the time of submission to the COUNTY, as exempt from disclosure pursuant to the provisions of the California Public Records Act. For purposes of this Contract, parts of each submitted document are not specifically identified and plainly marked unless they specifically identify the legal authority and operative facts which exempt the part from disclosure pursuant to the California Public Records Act.

17.2.1.8 CONTRACTOR and COUNTY agree that the COUNTY shall not, in any way, be liable or responsible for the disclosure of any IRS and EDD Transcripts, IRS VN and EDD DE-2176, or any part of any IRS and EDD Transcripts or IRS VN and EDD DE-2176, if disclosure is required or permitted under the California Public Records Act or otherwise by law.

17.2.1.9 CONTRACTOR and COUNTY agree that a blanket statement of exemption, confidentiality or the marking of each page of an IRS Transcript and EDD Transcript or IRS VN and EDD DE-2176 as exempt or confidential shall not be sufficient to exempt the IRS and EDD Transcripts, IRS VN and EDD DE-2176, or any portion thereof, from disclosure by the COUNTY. The CONTRACTOR must specifically label only those portions of the IRS and EDD Transcripts or IRS VN and EDD DE-2176 which are exempt from disclosure pursuant to the California Public Records Act and provide a citation to the legal authorities which render the portion exempt from disclosure.

17.3 If the Contract starts on a date other than the beginning of the CONTRACTOR's Fiscal Year, then the initial report shall be for a period less than twelve (12) months, ending on the last day of the CONTRACTOR's fiscal year.

17.4 In the event that the Semi-Annual Expenditure Report is not timely submitted, the COUNTY may take action, pursuant to policies and procedures outlined in Part I, Section 16.0. In the event the "Notice of Intent to Place on Administrative Hold status is implemented, the COUNTY shall notify CONTRACTOR in writing within ten (10) days prior to such status being used.

17.5 The Semi-Annual Expenditure Report and Program Cost Report for STRTP that serve DCFS and Probation children shall be mailed to:

Department of Children and Family Services  
Contracts Administration Division  
Fiscal Compliance Section  
Attn: Annual revenue and Expenditure Report  
3530 Wilshire Boulevard, 5<sup>th</sup> Floor  
Los Angeles, CA 90010

The Semi-Annual Expenditure Report and Program Cost Report for STRTP that serve Probation and Dually Supervised children shall be mailed to:

Probation Department  
Fiscal Services  
Placement Out-of-Home Compliance Unit  
Supervising Deputy Probation Officer  
9150 East Imperial Highway  
Downey, California 90242

(This may be changed to a web portal for electronic submission by the Contractor's)

## **18.0 REPORTING REQUIREMENTS**

- 18.1 The CONTRACTOR shall prepare and submit a report in each instance enumerated in Part I, Sub-section 5.4, Notification of Incidents, Claims or Suits.
- 18.2 COUNTY shall maintain the confidentiality of all data collected in monthly and quarterly reports to the extent they are not subject to disclosure under the Public Records Act or other laws or regulations.
- 18.3 The CONTRACTOR shall: 1) maintain copies of the Board of Directors' minutes in a readily accessible location; 2) provide COUNTY with copies of Board of Directors' minutes within twenty-four (24) hours of request by COUNTY, except when the minutes requested describe a meeting that occurred during the past forty-five (45) days; 3) for minutes from a meeting that occurred within forty-five (45) days of COUNTY's request, provide the COUNTY with a copy of those minutes within three (3) days of the request; and 4) report in writing all changes of membership, and officers of the Board of Directors, to the Program Manager(s) within one (1) week of such changes (whether or not COUNTY requests information on such changes).
- 18.4 CONTRACTOR shall report in writing to the Program Manager all administrative changes, including but not limited to: changes to the Board of Directors and its officers within one week of such changes, whether or not COUNTY requests information on such changes; and any changes to CONTRACTOR's name, corporate or facility address, Contact Person(s), or Contractor's Authorized Officials.

18.5 CONTRACTOR shall maintain, and provide to the County as requested, an Annual Report listing all Outside Employment Activities Exhibit W, for all CONTRACTOR's employees. If the CONTRACTOR uses independent contractors to provide case management, social work, or any other services to children and families described in this contract, those independent contractors should be included in the Report on Outside Employment Activities. CONTRACTOR's employees and independent contractors shall certify the accuracy of the information provided on the Report on Outside Employment Activities.

18.5.1 CONTRACTOR shall maintain, and provide to the County as requested, an Annual Report on Conflict of Interest Exhibit W-1, for all CONTRACTOR's Corporate Officers, Board of Director's members, and volunteers. CONTRACTOR's Corporate Officers, Board of Director's members, and volunteers shall certify the accuracy of the information provided on the Report on Conflict of Interest.

## **19.0 RECORDS AND INVESTIGATIONS**

19.1 CONTRACTOR shall maintain and retain minimally a copy of records on Placed Children where they reside. Such records shall include, but not be limited to, Needs and Services Plans, placement and termination/discharge documents, medical and dental records, a record of court orders allowing psychotropic medication, Placed Children's financial records (clothing, allowances, earnings, medical expenses, etc.), diagnostic evaluations and studies, Placed Child interviews, special incident reports, social worker progress notes (including treatment, school, extracurricular activities at school or in the Community, etc.), and notes on Services provided by the various professional and paraprofessional staff (treatment, recreation, child care, etc.). The records shall be in sufficient detail to permit an evaluation of Services provided. The information in the Placed Child's record, maintained at CONTRACTOR's offices, shall be confidential, kept in a locked file, and made available only to selected staff who requires it for needs and services planning.

19.1 CONTRACTOR shall maintain accurate and complete financial records of all its activities and operations relating to this Contract in accordance with generally accepted accounting principles and which meet the requirements for contract accounting described in Auditor-Controller Contract Accounting and Administration Handbooks, Exhibit C-1. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract.

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

19.3 All records described in Sub-sections 19.1 through 19.3 hereof, supporting documents, statistical records, and all other records pertinent to performance of this



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

19.4 COUNTY retains the right to inspect, monitor, and conduct investigations of CONTRACTOR's program/fiscal operations, performance and contract compliance without prior notice to CONTRACTOR 7 days a week, 24 hours a day. Unannounced audits, monitoring, interviews with children 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, monitoring, 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, monitor, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Contract. The Auditor-Controller/Department of Children and Family Services/Probation Department Fiscal Audit Phases, Fiscal Audits of STRTP Foster Care Services Contractors (Exhibit C-2) details the audit protocols followed by the Auditor-Controller and DCFS/Probation during fiscal audit reviews.

19.5 Such program and performance reviews, investigations, and/or audits shall encompass all of CONTRACTOR's financial, program, Subcontractor, and Placed Children's records related to Services provided under this Contract, and any other financial transactions, as determined necessary by COUNTY to ensure that AFDC-FC funds have been accounted for and Expended in accordance with Part I, Section 25.0, 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 Contract. CONTRACTOR's employee records may be reviewed in accordance with State and federal labor laws. CONTRACTOR shall enlist the cooperation of all Subcontractors, staff, and Board members in such efforts.

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

19.7 CONTRACTOR shall be responsible for annual or triennial financial audits, as applicable, of its agency and shall require Subcontractors to be responsible for its annual or triennial financial audits, as applicable, when required by any governmental entity (e.g. Federal government, CDSS, COUNTY) to be conducted by an independent audit firm and in accordance with generally accepted governmental auditing standards. Within thirty (30) days after issuance of the audit reports, CONTRACTOR shall forward copies of such reports to:

Attention: STRTP Contract Analyst  
DCFS, Contracts Administration Division  
425 Shatto Place, Room 400  
Los Angeles, CA 90020

and to:

Attention: Supervising Deputy Probation Officer  
Probation Department  
Placement Permanency & Quality Assurance  
Short-Term Residential Therapeutic Program Monitoring/Investigations  
11701 South Alameda Street, 2<sup>nd</sup> Floor  
Lynwood, CA 90262

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

#### 19.9 Record Keeping During and After a Disaster

CONTRACTOR shall ensure that all records for placed children/youth are current and accessible to the greatest extent possible at all times, including during and after a disaster(s). This includes, but is not limited to records related to Health, Medical, Dental, Mental Health, Vision, Education, Job Training, etc.

19.10 Failure on the part of CONTRACTOR to comply with the provisions of this Section shall constitute a material breach of this Contract 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 Part I, Section 16.0, Hold Status, Do Not Refer Status, Do Not Use Status, CAP. If CONTRACTOR

disagrees that there has been a material breach, CONTRACTOR may exercise its rights consistent with Part I, Section 20.0 Dispute Resolution Procedures of this Contract.

## **20.0 DISPUTE RESOLUTION PROCEDURES**

- 20.1 CONTRACTOR and COUNTY agree to act promptly and diligently to first mutually resolve any disputes, pursuant to procedures set forth in this Contract. All such disputes shall thereafter be subject to the provisions of this Section 20.0.
- 20.2 CONTRACTOR and COUNTY agree that, the existence and details of a dispute notwithstanding, both parties shall continue to perform hereunder, except for any performance which COUNTY determines should not be performed as a result of such dispute consistent with Part I, Section 16.0 of this Contract. COUNTY shall continue to pay sums not in dispute, during any such period of continued performance.
- 20.3 Nothing in this Section 20.0 herein prevents COUNTY or CONTRACTOR from seeking provisional remedies, such as injunction or extraordinary relief such as a writ. If the matter involves an overpayment, CONTRACTOR or COUNTY shall have first implemented the remedies and relief mandated by State regulations prior to seeking other forms of relief set forth in Section 20.0.
- 20.4 CONTRACTOR shall retain all rights to appeal COUNTY action through the filing of a claim pursuant to Los Angeles County Code, Title 4, Chapter 4.04, which pertains to all claims against COUNTY for money or damages which are excepted by Section 905 of the Government Code from the provisions of Division 3.6 of the Government Code (Section 810 et seq.) and which are not governed by any other statutes or regulations expressly relating hereto.
- 20.5 If the matter involves an overpayment, CONTRACTOR or COUNTY shall have first implemented the remedies and relief mandated by State regulations prior to seeking other forms of relief set forth in Section 20.0. As to any dispute arising out of or relating to this Contract, which is not governed by other statutes or regulations expressly relating hereto, including but not limited to Overpayments, including the breach, termination or validity thereof, which has not been resolved by the filing of a claim pursuant to Sub-section 20.4 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.
- 20.6 Nothing herein precludes COUNTY and CONTRACTOR from mutually agreeing in writing to settle any disputes by binding arbitration or any other alternative dispute resolution procedure.

20.7 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.

20.8 As to any dispute arising out of or relating to this contract which specifically involves an Overpayment, dispute resolution and remedies set forth in the identified MPP are controlling and administrative remedies shall be exhausted by COUNTY and CONTRACTOR prior to any other remedy or resolution being implemented under Part I, Section 20.0 or any other applicable law, statute, or regulation.

## **21.0 INTERPRETATION OF CONTRACT**

### 21.1 Validity

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

### 21.2 Governing Laws, Jurisdiction and Venue

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

### 21.3 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 Contract or stopping COUNTY from enforcing the full provisions thereof.

### 21.4 Caption Headings

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

## **22.0 CONTRACT ENFORCEMENT, OUT-OF-HOME CARE MANAGEMENT, MONITORING AND REVIEW**

- 22.1 The Directors shall be responsible for the enforcement of this Contract on behalf of COUNTY and shall be assisted therein by those officers and employees of COUNTY having duties in connection with the administration thereof. Directors hereby reserve the right to assign such personnel as are needed in order to inspect and review CONTRACTOR's performance of and compliance with all contractual Services, duties, obligations, responsibilities, administrative procedures and staffing as set forth in this Contract.
- 22.2 CONTRACTOR hereby agrees to cooperate with the Director, Program Manager, and any duly authorized County, State or Federal government representative, in the review and monitoring of CONTRACTOR's program, records and procedures, as set forth in Part I, Section 19.0, Records and Investigations.
- 22.3 COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all the Contract's terms and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of this Contract in jeopardy if not corrected may be reported to the Board of Supervisors. The report may include CONTRACTOR's response to these deficiencies and improvement/ corrective action measures taken by COUNTY and CONTRACTOR. If improvement does not occur in a manner consistent with such corrective action measures, COUNTY may terminate this Contract or take action consistent with Part I, Section 16.0, Hold Status, Do Not Refer Status, Do Not Use Status, CAP.
- 22.4 At the request of COUNTY, upon reasonable notice, CONTRACTOR, or its appropriate representative, shall attend meetings and/or training sessions, as determined by COUNTY.

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

- 23.1 COUNTY's obligation is payable only and solely from funds appropriated for the purpose of this Contract.
- 23.2 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.
- 23.3 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.

- 23.4 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 Contract. COUNTY's notice to CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) Days of the Board's approval of such actions, unless this Contract is terminated for convenience.

#### **24.0 TERMINATION OF CONTRACT BY CONTRACTOR FOR CONVENIENCE**

- 24.1 This Contract may be terminated when such action is deemed by CONTRACTOR to be in its best interest. Termination of this Contract shall be effective by the delivery to COUNTY of written notice of termination pursuant to Part I, Section 9.0, 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 Part I, Section 9.0, Notices, that the termination will be effective in thirty (30) Days. In the event of a breach by COUNTY under this Contract, CONTRACTOR shall have all remedies available at law, subject to the terms of Part I, Section 20.0 Dispute Resolution Procedures.
- 24.2 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 Contract for any terminated Services, provided that such amounts may be offset against any amounts COUNTY claims are due from CONTRACTOR pursuant to the terms of this Contract.
- 24.3 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 interests of children.

## 25.0 USE OF FUNDS

- 25.1 CONTRACTOR shall be organized and operated as a Federal Tax Exempt (if applicable) non-profit corporation throughout the term of this Contract and conduct itself in accordance with all accounting and operating requirements of such status.
- 25.2 CONTRACTOR shall use AFDC-FC funds paid to and Expended by CONTRACTOR only for the placement, care and Services of Placed Children, in order to maintain the standards of care and Services consistent with the SOW and the AFDC-FC payments received, and including expenditures consistent with MPP 11-404. By August 1 of each year, CONTRACTOR shall submit to COUNTY a cost allocation plan, which provides for the reasonable allocation of CONTRACTOR's Expenditures for the then current fiscal year. CONTRACTOR's cost allocation plan shall be developed in accordance with the principles included in OMB 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Exhibit C) or any publication that supersedes these OMB circulars and the Auditor-Controller STRTP Contract Accounting and Administration Handbooks, Exhibit C-1.
- 25.3 CONTRACTOR shall expend foster care funds on reasonable and allowable Expenditures in providing the necessary placement, care and Services, as specified in this Contract, for children placed by COUNTY. The determination of reasonable and allowable Expenditures shall be in accordance with OMB - 2 CFR Chapter I, Chapter II, Part 200, et al (Exhibit C) or any publication that supersedes these OMB circulars; MPP Sections 11-400, 11-402, 11-403, 11-404, and 11-420; 45 CFR 74.27; and the Auditor-Controller STRTP Contract Accounting Administration Handbooks, Exhibit C-1. Any AFDC-FC funds not Expended in accordance with the above will be disallowed on monitoring/audit, and will require repayment by CONTRACTOR. Any dispute regarding repayment of funds will be governed by the provisions outlined in Part 1, Section 20.0 Dispute Resolution Procedures. If the dispute is solely pertaining to an Overpayment, the procedures and remedies set forth in MPP 45-304 through 45-306 and 11-404 inclusive, shall be controlling and must be exhausted, per Part I, Sub-section 20.8, prior to any other remedy or resolution being implemented under Part 1, Section 20.0 or other applicable law, statute, or regulation.
- 25.4 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 Contract are subject to review and/or audit by DCFS, Probation, COUNTY's Auditor-Controller or its designee, as set forth in Exhibits C, C-1, and C-2. In the event this Contract is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR's liability for such audit exceptions, as determined by DCFS or Probation, upon demand by COUNTY. Upon notice by CONTRACTOR, COUNTY will, upon verification by COUNTY, reduce the audit disallowance claimed by COUNTY by the amount subject to repayment to the state for duplicated disallowed Expenditures during the time period covered by COUNTY's audit.

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

25.6 Total accumulated unexpended funds shall include CONTRACTOR's current unexpended funds; if facts suggest the possibility of fraud or significant abuse, COUNTY reserves the right to review uses of unexpended funds accumulated in periods prior to the Contractor's current fiscal year. CONTRACTOR's TAUF shall be reflected on its Semi-Annual Expenditure Report (Exhibit C-3), and discussed in the Contractor's Annual Cost Allocation Plan.

At the end of any given CONTRACTOR fiscal year, any TAUF that is equal to or less than the total expenditures for the COUNTY's Program for the two most current months in the Contractor's completed fiscal year, will hereafter be referred to as the TAUF Ceiling, must be used for the benefit of Placed Children for reasonable and allowable costs. In the event that CONTRACTOR's TAUF, at the end of any given CONTRACTOR fiscal year, exceeds the TAUF Ceiling, CONTRACTOR shall develop a plan regarding how to utilize the TAUF for the benefit of Placed Children for reasonable and allowable costs, and shall submit the plan to DCFS for review and approval within 180 Days of the fiscal year end. The Uniform Administrative Requirements in 2 CFR 1.100 title 1, section 100 and in the Section 11-404.2 through 11-404.2.24 of the State of California MPP provides examples of permissible uses of unexpended funds. Said Sections may provide a guideline for permissible uses of TAUF. However, all CONTRACTOR plans for uses of TAUF require pre-approval by the CDSS Foster Care Audits and Rates Bureau.

The CONTRACTOR shall submit its requested plan to the County DCFS, that includes a copy of the pre-approval issued by the CDSS Foster Care Audits and Rates Bureau to DCFS and allow 60 days to receive a response. CONTRACTOR's failure to develop an appropriate plan for the utilization of TAUF, or the expenditure of TAUF without a COUNTY approved plan shall constitute a material breach of the Contract. In such instance, COUNTY may take appropriate action, pursuant to this Contract, including, but not limited to, that under Part I, Section 16.0, Hold Status, Do Not Refer Status, Do Not Use Status, CAP, with the understanding that CONTRACTOR may appeal the final decision pursuant to the Dispute Resolution Procedures in Part I, Section 20.0.



## **26.0 REAL PROPERTY, EQUIPMENT, FIXED ASSETS**

26.1 CONTRACTOR shall fully comply with all applicable federal, State, and County laws, ordinances, and regulations in acquiring any and all real property, furniture, fixtures, equipment, materials, and supplies with funds obtained under this Contract.

26.2 A Fixed Asset is defined as an article of nonexpendable tangible personal property having a useful life of more than two (2) years and an acquisition cost of \$5,000 or more of COUNTY funds per unit capitalized.

26.3 CONTRACTOR shall for any Real Property, land, or Fixed Asset costing \$35,000 or more of funds provided to CONTRACTOR through this Contract, submit to COUNTY, at least fifteen (15) business days prior to any purchase (including Capital Leases as defined by Generally Accepted Accounting Principles (GAAP)), an analysis demonstrating that the purchase is less costly to CONTRACTOR than other leasing alternatives. CONTRACTOR shall also stipulate the source of all funds to be used for the purchase of the subject property. In the event that any funds to be used in the purchase will be from the current year Contract or TAUF (as defined in Part I, Sub-section 25.6), then CONTRACTOR shall obtain COUNTY's prior written approval for the purchase by notifying COUNTY by USPS mail. COUNTY shall, within fifteen (15) working days of receipt of any such request for approval, provide a written response to CONTRACTOR by USPS mail. If COUNTY's response is not received within ten (10) working days, CONTRACTOR will notify the Director's designee.

26.4 Upon obtaining COUNTY's prior written approval, the items referenced in Sub-section 26.3 may be purchased and owned by CONTRACTOR as provided by law. If such prior written approval is not obtained by CONTRACTOR, no title to any of the items referenced in Sub-section 26.3 will vest with CONTRACTOR. All Fixed Assets not requiring COUNTY's prior written approval, as described in Sub-section 26.3, shall be deemed owned by CONTRACTOR.

## **27.0 INDEMNIFICATION**

The CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, agents and volunteers ("COUNTY Indemnities") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the COUNTY Indemnities.

## **28.0 SALARIES AND COMPENSATION**

### **28.1 Executive Compensation**

All executive compensation shall be reported for each executive officer. The reasonableness standards and criteria for executive compensation are contained in

Internal Revenue Code Section 4958. This rule shall apply to all individuals of the non-profit corporation deemed by the Internal Revenue Service (IRS) to be anyone in a position to exercise substantial influence over a non-profit corporation's affairs. This rule may apply to the individual's immediate family as well as to family-controlled entities. Compensation provided in accordance with Internal Revenue Code Section 4958 shall be deemed to be reasonable for the purposes of reporting AFDC-FC costs.

## 28.2 Social Work Services

Salaries for Social Work services shall be for the reasonable social work activities as defined in Section 11-400s (4) of the CDSS MPP.

- 28.3 In the event COUNTY discovers an Excess Salary or Excess Compensation, or Excess Benefits payment was made to CONTRACTOR which can be defined as a collectable Overpayment, CONTRACTOR may avail of the informal and formal hearing procedures provided for in MPP 45-306. Once due process has expired, or administrative remedies are exhausted in favor of COUNTY, COUNTY may seek additional recourse for collection in compliance with MPP 45-304 through 45-306, inclusive, including interest and other remedies as set forth in the CONTRACT, by and between COUNTY and CONTRACTOR.

## 29.0 USE OF DONATED FUNDS

- 29.1 CONTRACTOR shall not commingle funds paid by COUNTY to the CONTRACTOR for the purchase of goods or the provision of services performed pursuant to this contract with any other funds, regardless of the source of those other funds.

29.1.1 If CONTRACTOR receives outside donations, it shall record all donated funds separately in their accounting records from funds paid by COUNTY to the CONTRACTOR for the purchase of goods or the provision of services performed and paid for pursuant to this Contract under the CONTRACTOR's CDSS Foster Care Rates Program Number(s) as identified on Exhibit A-15, associated with the CDSS Community Care Licensing Division Facility license number(s) as identified on Exhibit A-14.

- 29.2 If CONTRACTOR uses any donated funds to pay for any expenses related to the purchase of good or the provision of services performed pursuant to this Contract, then the CONTRACTOR shall maintain accounting records that clearly identify the specific item, or items, service, or services, on which the donated funds were expended. The CONTRACTOR shall also maintain accounting records that clearly identify that donated funds were expended. Furthermore, CONTRACTOR's accounting records shall conform to the accounting requirements of this Contract, which include, but are not necessarily limited to, the cost reporting requirements of Exhibit C, OMB 2 CFR Part 200 – Uniform Administrative Requirements, Cost

Principles, and Audit Requirements for Federal Awards; and the Auditor-Controller STRTP Contract Accounting and Administration Handbooks, Exhibits C-1.

29.3 CONTRACTOR must also conform to the audit provisions in OMB 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, or any publication that supersedes these OMB circulars; applicable provisions of CDSS CCLD MPP sections 11-402, 11-403, 11-404, and 11-405; and Exhibit C-1, Auditor-Controller STRTP Contract Accounting and Administration Handbooks.

**SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM  
FOSTER CARE PLACEMENT SERVICES CONTRACT**

**PART II: STANDARD TERMS AND CONDITIONS**

## **PART II: STANDARD TERMS AND CONDITIONS**

### **1.0 ADMINISTRATION OF CONTRACT – COUNTY**

A listing of all COUNTY Administration referenced in the following Sub-sections is designated in Exhibit U, COUNTY's Administration. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

#### **1.1 COUNTY's Program Manager**

The responsibilities of the COUNTY's Program Manager include:

- ensuring that the objectives of this Contract are met;
- advise changes in the terms and conditions of this Contract in accordance with Part II, Section 5.0, Changes and Amendments;
- providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements;
- meeting with CONTRACTOR's Program Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

The COUNTY's Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

#### **1.2 COUNTY's Contract Program Monitor**

The COUNTY's Program Monitor is responsible for overseeing the day-to-day administration of this Contract. The Program Monitor reports to the COUNTY's Program Director.

1.3 The COUNTY maintains databases that track/monitor CONTRACTOR performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the COUNTY will exercise a contract term extension option.

### **2.0 ASSIGNMENT AND DELEGATION**

2.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County. Any unapproved assignment or

delegation shall be null and void. Any payments by COUNTY to any approved delegate or assignee on any claim under the Contract shall be deductible, at COUNTY's sole discretion, against the claims, which the CONTRACTOR may have against COUNTY.

- 2.2 Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, may result in the termination of this Contract.
  - 2.2.1 Any withdrawal or change of shareholders, members, directors or other persons named on CONTRACTOR's Community Care license application (which significantly changes CONTRACTOR's program as it existed at the time of the execution of this Contract) or any change in the license under CONTRACTOR's Community Care license is an assignment requiring COUNTY consent.
  - 2.2.2 Any payments by COUNTY to CONTRACTOR or its assignee, or acceptance of any payments by COUNTY from CONTRACTOR or its assignee on any claim under this Contract shall not waive or constitute COUNTY consent.
  - 2.2.3 Upon assignment and/or delegation, each and all of the provisions, agreements, terms, covenants, and conditions herein contained, shall be binding upon both CONTRACTOR and upon any assignee/delegate thereof.
- 2.3 Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, Subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the Contract which may result in the termination of the Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

### **3.0 AUTHORIZATION WARRANTY**

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

#### **4.0 BUDGET REDUCTIONS**

In the event that the County's Board of Supervisors adopts, in 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, the COUNTY reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the CONTRACTOR under this Contract shall also be reduced correspondingly. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar Days of the Board's approval of such actions. Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all of the services set forth in this Contract.

#### **5.0 CHANGES AND AMENDMENTS**

COUNTY reserves the right to change any portion of the work required under this Contract, or make amendments to such other terms and conditions as may become necessary. For any material change to the Contract not requested by CONTRACTOR, COUNTY shall give CONTRACTOR 30-days prior written notice, delivered by electronic mail, of its intent to make an amendment. Any significant cost impact associated with such an amendment shall be addressed in developing the amendment. A significant cost impact, as used in this section, is defined as a cumulative cost increase of \$1,200 annually. Contract changes shall be in writing and accomplished in the following manner:

- 5.1 Exhibits A-1, A-5, C-3, D through D-3, Exhibits E, F, G, H, K, O, S, and T, may be changed unilaterally by COUNTY to reflect any changes in applicable federal, state or local laws, regulations, ordinances, court orders, court rules, or in COUNTY policies. If the change will result in a significant cost impact an amendment will be prepared by COUNTY and executed by CONTRACTOR. If the change will result in no significant cost increase the amendment will be effective upon delivery of the replacement exhibit by electronic mail to the CONTRACTOR's email address and USPS mail to the address of CONTRACTOR set forth in Part I, Section 9.0, Notices. CONTRACTOR shall be responsible for monitoring changes to any applicable laws, ordinances regulations, and court rules impacting this Contract. CONTRACTOR shall at all times remain in compliance with all such laws, ordinances, regulations, and court rules whether or not COUNTY has delivered a replacement exhibit.
- 5.2 For any other changes which do 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 Contract; or for any

change in CONTRACTOR's Plan of Operation and Program Statement a change notice shall be prepared by COUNTY, and executed by CONTRACTOR and Program Director or designee.

- 5.3 For any change not covered by Sub-sections 5.1 or 5.2, an amendment to this Contract shall be prepared by COUNTY, signed by CONTRACTOR, and executed by COUNTY as authorized by the COUNTY's Board of Supervisors.

## **6.0 CHILD SUPPORT COMPLIANCE PROGRAM**

### **6.1 CONTRACTOR's Warranty of Adherence to County's Child Support Compliance Program**

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

6.1.2 As required by the COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, the CONTRACTOR shall 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 or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

### **6.2 Termination for Breach of Warranty to Maintain Child Support Compliance**

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Paragraph 6.1 shall constitute a default by CONTRACTOR under this Contract. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract, failure to cure such default within ninety (90) Days of notice shall be grounds upon which COUNTY Board of Supervisors may terminate this Contract pursuant to Part II, Section 34.0, Termination for Contractor's Default and pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.202.



## **7.0 GRIEVANCES**

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

## **8.0 COMPLIANCE WITH APPLICABLE LAWS**

8.1 CONTRACTOR shall conform to and abide by all applicable Municipal, COUNTY, State and Federal laws and regulations, court rules, and ordinances, guidelines, policies and procedures, 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.

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

8.1.2 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 Part I, Section 10.0, Confidentiality, of this Contract.

8.1.3 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).

8.2 Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Contract and may result in termination of this Contract, in accordance with Part II, Section 34.0, Termination for CONTRACTOR's Default, of this Contract.

8.3 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 Subsections 9.1 hereof and 25.1 Non-Discrimination in Employment.

## **9.0 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 Contract or under any project, program or activity supported by this Contract.

## **10.0 COMPLIANCE WITH JURY SERVICE PROGRAM**

This Contract 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 T, and incorporated by reference into and made a part of this Contract.

### **10.1 Written Employee Jury Service Policy**

10.1.1 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 (Section 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.

10.1.2 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 Fifty Thousand Dollars (\$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 as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) Days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any Subcontractor to perform services for the COUNTY under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Sub-section shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the Contract.

10.1.3 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 Jury Service 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 Contract 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.

10.1.4 CONTRACTOR's violation of this Section of this Contract may constitute a material breach of this 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.

## **11.0 CONFLICT OF INTEREST**

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

evaluation of such Services, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such Services.

- 11.2 No DCFS or Probation employee, either active or on leave status, shall serve as an employee or contractor of CONTRACTOR in any capacity on a full or part-time basis.
- 11.3 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 Contract. CONTRACTOR warrants that it is not now aware of any facts, which created a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts, which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, without limitation, identification of all persons implicated, and complete description of all relevant circumstances.

## **12.0 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS**

12.1 Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract, the 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 Opportunity for Work (GROW) Program who meet the CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants by job category to the CONTRACTOR. CONTRACTOR shall report all job openings with job requirements to: [GAINGROW@dps.lacounty.gov](mailto:GAINGROW@dps.lacounty.gov) and [BSERVICES@WDACS.LACOUNTY.GOV](mailto:BSERVICES@WDACS.LACOUNTY.GOV) and DPSS will refer qualified GAIN/GROW job candidates.

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

## **13.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST**

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

## **14.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

- 14.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the COUNTY's policy to conduct business only with responsible contractors.
- 14.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.
- 14.3 The COUNTY may debar CONTRACTOR if the Board of Supervisors finds, in its discretion, that CONTRACTOR has done any of the following: 1) violated a term of a Contract with the COUNTY or a nonprofit corporation created by the COUNTY; 2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a Contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the COUNTY or any other public entity.
- 14.4 If there is evidence that the CONTRACTOR may be subject to debarment, DCFS will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 14.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CONTRACTOR and/or CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and DCFS/Probation shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors. If CONTRACTOR fails to avail itself of the

opportunity to submit evidence to the Contractor Hearing Board, CONTRACTOR may be deemed to have waived all rights of appeal.

- 14.6 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 Contractor Hearing Board.
- 14.7 If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the COUNTY.
- 14.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: 1) the CONTRACTOR has been debarred for a period longer than five years; 2) the debarment has been in effect for at least five years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 14.9 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 14.10 This Section 14.0 shall also apply to Subcontractors of COUNTY Contractors.

## **15.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTORS to complete the certification in Exhibit L, COUNTY seeks to ensure that all COUNTY CONTRACTORS, which receive or raise charitable contributions, comply with California law in order to protect the COUNTY and its taxpayers. A CONTRACTOR, which receives or raises charitable contributions without complying with its obligations under California law, commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

## **16.0 COUNTY QUALITY ASSURANCE PLAN**

The COUNTY or its agent will monitor CONTRACTOR's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the CONTRACTOR's compliance with all Contract terms and conditions and performance standards. CONTRACTOR deficiencies which COUNTY determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

## **17.0 EMPLOYEE BENEFITS AND TAXES**

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

17.2 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 Contract or CONTRACTOR's performance hereunder.

## **18.0 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 Contract.

## **19.0 EVENTS OF DEFAULT**

### **19.1 Default for Non-Performance**

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

19.1.1 CONTRACTOR has made a material misrepresentation in the Plan of Operation and Program Statement; or

19.1.2 CONTRACTOR fails to comply with or perform any material provision of this Contract; or

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

19.1.4 Notice is given by CDSS CCLD that CONTRACTOR's Short-Term Residential Therapeutic Program Facility license will be revoked.

### **19.2 Default for Insolvency**

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

19.2.1 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;

19.2.2 The filing of a voluntary petition in bankruptcy;

19.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;



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

### 19.3 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.

## 20.0 FORMER FOSTER YOUTH CONSIDERATION

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

County of Los Angeles  
Department of Children and Family Services  
Attention: Division Chief, Youth Development Services Division  
3530 Wilshire Boulevard, Suite 400  
Los Angeles, CA 90010  
Email: (To be determined)

AND

County of Los Angeles  
Probation Department  
Attention: Director, Youth Development Services  
3530 Wilshire Boulevard, Suite 400  
Los Angeles, CA 90010

20.2 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).

## 21.0 INDEPENDENT CONTRACTOR STATUS

This Contract is by and between COUNTY and CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant,

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

## **22.0 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'.)

## **23.0 NON-DISCRIMINATION IN EMPLOYMENT**

23.1 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).

23.2 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.

23.3 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.

23.4 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.

23.5 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 Contract. COUNTY reserves the right to determine independently whether the non-discrimination provisions of this Contract have been violated. In addition, a determination by the California Fair Employment Opportunity Commission that CONTRACTOR has violated State or Federal non-discrimination laws or regulations shall constitute a finding by COUNTY that CONTRACTOR has violated the non-discrimination provisions of this Contract.

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

#### **24.0 NON-DISCRIMINATION IN SERVICES**

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

#### **25.0 NOTICE OF DELAYS**

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

#### **26.0 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, attached hereto as Exhibit F.

## **27.0 PROPRIETARY RIGHTS**

- 27.1 During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such materials, data and information developed under and/or used in connection with this Contract, make copies thereof, and use the working papers and the information contained therein.
- 27.2 To the extent that 45 CFR 95.617 applies to this Contract, this Sub-section 29.2 shall be applicable. Notwithstanding any other provision of this Contract, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with Federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein. To the extent that 45 CFR 95.617 does not apply, nothing precludes CONTRACTOR from seeking a trademark to its intellectual property developed during the term of this Contract.
- 27.3 Any materials, data and information not developed under this Contract, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET", "PROPRIETARY", or "CONFIDENTIAL".
- 27.4 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 Sub-section 29.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.
- 27.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Sub-section 29.4 for:

- 27.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Sub-section 29.3;
  - 27.5.2 Any materials, data and information covered under Sub-section 29.2; and
  - 27.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.
- 27.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.
- 27.7 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.
- 27.8 The provisions of Sub-sections 29.5, 29.6, and 29.7 shall survive the expiration or termination of this Contract.

## **28.0 DISCLOSURE OF INFORMATION**

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 Contract within the following conditions:

- 28.1 CONTRACTOR shall develop all publicity material in a professional manner and subject to Part I, Section 10.0, Confidentiality, of this Contract.
- 28.2 During the course of performance of this Contract, CONTRACTOR, its employees, agents, and Subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the name of COUNTY without the prior written consent of COUNTY. Said consent shall not be unreasonably withheld, and approval by COUNTY may be assumed in the event no adverse comments are received in writing two (2) weeks after submittal.

28.3 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.

## **29.0 RECYCLED-CONTENT PAPER**

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

## **30.0 SAFELY SURRENDERED BABY LAW**

30.1 CONTRACTOR's Acknowledgement of County's Commitment to 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 Exhibit S, 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. Information and posters for printing are available at [www.babysafela.org](http://www.babysafela.org).

30.2 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, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit S, Safely Surrendered Baby Law of this CONTRACT. Additional information is available at [www.babysafela.org](http://www.babysafela.org).

## **31.0 SUBCONTRACTING**

31.1 No performance of this Contract or any portion thereof may be subcontracted by CONTRACTOR without the express written authority of COUNTY Program Directors. Any attempt by CONTRACTOR to Subcontract performance of any of the terms of this Contract, in whole or in part, without said consent shall be null and void and shall constitute a breach of the terms of this Contract, upon which Contract may be terminated in accordance with Part II, Section 34.0, Termination for CONTRACTOR's Default. CONTRACTOR shall submit each Subcontract

to COUNTY for written approval prior to Subcontractor performing any work hereunder.

- 31.2 All of the provisions of this Contract 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 Contract is a Subcontract under the terms of a prime contract with COUNTY of Los Angeles. All representations and warranties contained in this Subcontract shall inure to the benefit of COUNTY of Los Angeles." CONTRACTOR shall ensure that Subcontractors agree in writing to be bound by any of the provisions of the Contract which CONTRACTOR is subcontracting.
- 31.3 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.
- 31.4 CONTRACTOR shall obtain the following from each Subcontractor before any Subcontractor employee may perform any work under any Subcontract to this Contract. CONTRACTOR shall maintain and make available upon request of Program Managers all the following documents:
  - 31.4.1 An executed Contractor Employee Acknowledgment and Confidentiality Agreement (Exhibit D-1) executed by each Subcontractor and each of Subcontractor's employees approved to perform work hereunder.
  - 31.4.2 Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by Part I: Unique Terms and Conditions, Section 6.0, Insurance Coverage Requirements, of this Contract.
  - 31.4.3 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.
- 31.5 CONTRACTOR shall provide COUNTY's Program Managers with copies of all executed Subcontracts.
- 31.6 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 Contract, including,

but not limited to, the obligation to properly supervise, coordinate, and perform all work required hereunder.

- 31.7 Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Contract.
- 31.8 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.

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

- 32.1 Upon determining the existence of any one or more of the circumstances heretofore described in Part II, Section 21.0, Events of Default, this Contract may be subject to termination, by the Board of Supervisors, or designee, either immediately or within such longer time period as noticed by COUNTY.
- 32.2 In the event COUNTY terminates this Contract in whole or in part as provided in this Section, COUNTY may recover damages to the extent permitted by applicable law, subject to the terms of the Dispute Resolution Procedures, Part I, Section 20.0.

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

- 32.3 CONTRACTOR shall not be liable, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes may include, but not be limited to: acts of God or of the public enemy, acts of Federal, State or County



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

- 32.4 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.

### **33.0 TERMINATION FOR CONVENIENCE**

- 33.1 The performance of Services under this Contract may be terminated in whole or part when such action is deemed by COUNTY to be in its best interest and such termination is approved by the Board of Supervisors. Termination of Services hereunder shall be effected by delivery to CONTRACTOR of a ninety (90) Day advance notice of termination specifying the extent to which performance of Services under this Contract is terminated and the date upon which such termination becomes effective.
- 33.2 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:
- 33.2.1 Stop Services under this Contract on the effective date of termination.
- 33.2.2 Continue to perform, as required by this Contract until the effective date of termination.
- 33.3 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 Contract for any terminated Services, provided that such amounts may be offset against

any amounts COUNTY claims are due from CONTRACTOR pursuant to the terms of this Contract.

#### **34.0 TERMINATION FOR IMPROPER CONSIDERATION**

- 34.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.
- 34.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 34.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

#### **35.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm, as defined in County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the COUNTY's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by the CONTRACTOR to fully comply with the COUNTY's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the COUNTY may, in its sole discretion, immediately terminate or suspend this Contract.

#### **36.0 COVENANT AGAINST CONTINGENT FEES**

- 36.1 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract for either a flat fee, a percentage commission or any other form of remuneration.
- 36.2 For breach or violation of this covenant, COUNTY shall have the right to terminate this Contract and/or, at its sole discretion, require

CONTRACTOR to repay any funds converted to such use prior to any payment for past work or performance of any future work.

**37.0 CONTRACTOR’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

- 37.1 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals and businesses that benefit financially from COUNTY through Contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.
- 37.2 Unless CONTRACTOR qualifies for an exemption or exclusion, CONTRACTOR warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.
- 37.3 CONTRACTORS Certification of Compliance with the COUNTY’s Defaulted Property Tax Reduction Program is incorporated as Exhibit M of this Contract.

**38.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Section 39.0 “CONTRACTOR’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM” shall constitute default under this Contract. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract, failure of CONTRACTOR to cure such default within ten (10) days of notice shall be grounds upon which COUNTY may terminate this Contract and/or pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.206.

**39.0 TIME OFF FOR VOTING**

The CONTRACTOR shall notify its employees, and shall require each SUBCONTRACTOR to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every CONTRACTOR and SUBCONTRACTORS shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

#### **40.0 MANDATORY REQUIREMENT TO REGISTER ON FEDERAL SYSTEM FOR AWARD MANAGEMENT**

CONTRACTOR represents and warrants that it has registered in the Federal System for Award Management's (SAM). Prior to a contract award, all potential contractors must register in SAM. Registration can be accomplished online via the Internet by accessing the Federal Contractor Registry's home page at <https://www.sam.gov/portal/SAM/#1>. CONTRACTOR certifies that it is in good standing with the federal government Executive Order 12549, 7CFR Part 3017, 45 CFR Part 76, and 2 CFR 200.212 Subpart C. CONTRACTOR certifies that to the best of its knowledge and belief it and its principals or affiliates under this contract are not debarred or suspended from federal financial assistance programs and activities; proposed for debarment; declared ineligible; or voluntarily excluded from participation in covered transactions by any federal department or agency as attached hereto as Exhibit O.

#### **41.0 COMPLIANCE WITH ENCRYPTION REQUIREMENTS**

##### **41.1 Data Encryption**

CONTRACTOR and Subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below in Paragraph 43.1.1, 43.1.2, and 43.1.3; and, as PI is defined in California Civil Code Section 1798.29(g), PHI is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations, and MI is defined in California Civil Code Section 56.05(j).

##### **41.1.1 Stored Data**

CONTRACTORS' and Subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) shall require encryption (i.e. software and/or hardware) in accordance with: a) Federal Information Processing Standard Publication (FIPS) 140-2; b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management- Part 1: General (Revision 3); c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

#### 41.1.2 Transmitted Data

All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and b) NIST Special Publication 800-57 Recommendation for Key Management - Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

#### 41.1.3 Certification

The County must receive within ten (10) business days of its request, a certification from CONTRACTOR (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above in Contractor's compliance with Encryption Requirements Form (Exhibit P). In addition, CONTRACTOR shall maintain a copy of any validation/attestation reports that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the CONTRACTOR to comply with any of the provisions of this Sub-paragraph 43.0 (Data Encryption) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

### **42.0 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING**

Contractor acknowledges and certifies in Attachment Q, Zero Tolerance Human Trafficking Policy Certification that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under this CONTRACT. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this CONTRACT.

#### **43.0 CONTRACTOR ALERT REPORTING DATABASE**

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

#### **44.0 COMPLIANCE WITH THE COUNTY POLICY OF EQUITY**

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.bos.lacounty.gov/pdf/PolicyOfEquity.pdf>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
AND THE PROBATION DEPARTMENT  
FOSTER CARE PLACEMENT SERVICES MASTER CONTRACT FOR  
SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM**

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

COUNTY OF LOS ANGELES

CONTRACTOR

By: \_\_\_\_\_  
Bobby D. Cagle  
Director  
Department of Children and  
Family Services

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

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

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

Title: \_\_\_\_\_

By: \_\_\_\_\_  
Terri L. McDonald  
Chief Probation Officer  
Probation Department

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

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

Title: \_\_\_\_\_

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

APPROVED AS TO FORM:  
BY THE OFFICE OF COUNTY COUNSEL  
MARY C. WICKHAM, COUNTY COUNSEL

By: \_\_\_\_\_  
David Beaudet  
Senior Deputy County Counsel

**COUNTY OF LOS ANGELES**  
**DEPARTMENT OF CHILDREN AND FAMILY SERVICES**  
**AND**  
**PROBATION DEPARTMENT**  
**SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAMS**  
**FOSTER CARE PLACEMENT SERVICES CONTRACT**

**STATEMENT OF WORK**





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

**SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM  
FOSTER CARE PLACEMENT SERVICES  
STATEMENT OF WORK**

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

**SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM  
FOSTER CARE PLACEMENT SERVICES**

**STATEMENT OF WORK**

**PART A: INTRODUCTION**

**1.0 PREAMBLE**

The County of Los Angeles (COUNTY) seeks to collaborate with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the COUNTY's contracting partners share the COUNTY and community's commitment to provide health and human services that support achievement of the COUNTY's Strategic Plan, Mission, Values, Goals and Performance Outcomes.

The COUNTY's vision is a value driven culture, characterized by extraordinary employee commitment to enrich lives through effective and caring service, and empower people through knowledge and information. This philosophy of service excellence is anchored in the COUNTY's shared values of: 1) Integrity; 2) Inclusivity; 3) Compassion; and 4) Customer Orientation.

These shared values are encompassed in the COUNTY's Strategic Plan's three Goals: 1) Make Investments that Transform Lives; 2) Foster, Vibrant and Resilient Communities; and 3) Realize Tomorrow's Government Today.

Improving the well-being of children and families requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and among COUNTY departments/agencies, community, and contracting partners.

**2.0 OVERVIEW AND BACKGROUND**

On January 1, 2017, specific sections of Assembly Bills 403 and 1997 became operative and established new requirements for foster care residential services, including the implementation of a new placement type, Short-Term Residential Therapeutic Program (STRTP). AB 403 and AB 1997 were sponsored by the California Department of Social Services (CDSS) to administer the Continuum of Care Reform (CCR), the main goals of which are to further improve California's child welfare system and its outcomes, by increasing the use of home-based family care, and decreasing the length of time to achieve permanency. This will be accomplished in part through the strengthening of cross-agency networks of services and supports, coordinated through an effective Child and Family Team

(CFT) process, which support the ultimate goal of finding and maintaining a stable, permanent family.

A STRTP means a residential facility that provides an integrated program of specialized and intensive care and supervision, services and supports, treatment, and short-term 24-hour care and supervision to children. The care and supervision provided by a short-term residential therapeutic program shall be nonmedical, except as otherwise permitted by law.

- 2.1 The County of Los Angeles Juvenile Court gives responsibility for the care, custody, and control for each dependent child to the Department of Children and Family Services (DCFS) and Probation Department (Probation). The Board of Supervisors, through the Contract, gives authorization for the provision of placement services.
- 2.2 The Community Care Licensing Division (CCLD) regulations (see Exhibit A-1, Reference Links) that apply to STRTPs are from the Manual of Policies and Procedures, Title 22, including but not limited to:
  - (a) Division 6, Chapter 1, Sections 80000-80095, *General Licensing Requirements* (except as otherwise noted in Division 6, Chapter 7.5);
  - (b) Division 6, Chapter 7.5, Sections 84091.4 through 87095.69, *STRTP*;
  - (c) Division 6, Chapter 7.5, Subchapter 1, Sections 87097.00 through 87097.88, *Minor and Nonminor Dependent Parent Program*; and
  - (d) Division 6, Chapter 7.5, Subchapter 2, Sections 87096.00 through 87096.88, *Care of Children Under the Age of Six Years*.
- 2.3 The California Law codes referenced in this Exhibit A, Statement of Work (SOW), are from the California Education Code (EDC), Health and Safety Code (HSC), Penal Code (PEN), and Welfare and Institutions Code (WIC) (See Exhibit A-1, Reference Links).
- 2.4 Discrimination on the basis of actual or perceived race, ethnic group identification, ancestry, national origin, color, religion, sex, sexual orientation, gender identity, mental or physical disability, or HIV status is prohibited in the California foster care system.
  - 2.4.1 For transgender children and NMDs, the CONTRACTOR shall provide services in accordance to the instructions provided in the Placement Coordinating Memorandum titled Transgender Children/Non-Minor Dependents (NMDs) in Out-of-Home Care (Exhibit A-18) prepared in collaboration between DCFS, Probation Department, the Department of Mental Health (DMH) and CCLD.

### **3.0 COUNTY PRIORITIES FOR CHILDREN**

COUNTY has established the following priorities for their children: (1) Safety, (2) Permanency, and (3) Access to effective and caring services for well-being.

CONTRACTOR shall provide data related to COUNTY's priorities.

- 3.1 Safety: Safety is defined as freedom from abuse and neglect as defined in the PEN, Section 11165.5 (see Exhibit A-1, Reference Links). The Performance Outcome Goals and Requirements Summary addressing this priority in a STRTP setting are found in Part D, Section 21.0 of this SOW.
- 3.2 Permanency: Permanency is defined as a safe and stable nurturing relationship achieved through maintaining a child in the home, reunification, adoption, or legal guardianship. The Performance Outcome Goals and Requirements Summary addressing this priority in a STRTP setting are found in Part D, Section 22.0 of this SOW.
- 3.3 Access to Effective and Caring Services for Well-Being: COUNTY's goal is to ensure children receive services as identified through the CFT in the spirit of the Core Practice Model (CPM) to improve their level of functioning in the areas of education/career planning; transition out of foster care; physical; behavioral; social and emotional well-being; and self-sufficiency. The Performance Outcome Goals and Requirements Summary addressing this priority in a STRTP setting are found in Part D, Section 23.0 of this SOW.

### **4.0 PROGRAM GOALS**

The COUNTY has incorporated program goals consistent with Assembly Bill 403 and 1997:

- Conducting comprehensive initial child assessments;
- Increasing the use of Home-Based Family Care and the Provision of Services and Supports to Home-Based Family Care, and wrap the necessary services around the child to ensure placement success and prevent replacements; and
- Creating faster paths to permanency resulting in shorter durations of involvement in the Child Welfare and Juvenile Justice Systems.

Aligned with the aforementioned goals are program services which shall include the timely provision of an array of appropriate services that are coordinated, comprehensive, and community-based, and which address the needs of children with more intensive needs requiring medically necessary specialty mental health services in order to facilitate reunification and to ensure their safety, permanence, and well-being. These program services shall be trauma informed, culturally relevant, and age and developmentally appropriate. Programs shall also collaborate with child welfare and mental health agencies for the provision of coordinated services to children and their families in accordance with the CPM as described in Part A, Section 6.0.

## 5.0 TARGET DEMOGRAPHICS

CONTRACTOR shall provide services to children in accordance to the CONTRACTOR's approved Plan of Operation and Program Statement and in accordance to Title 22, Chapter 7.5 STRTP, Sections 87022 and 87022.1.

- 5.1 CONTRACTOR may only accept placement of a child who has been assessed pursuant to WIC Section 11462.01 as meeting the applicable criteria for placement in a STRTP (see Exhibit A-1, Reference Links).
- 5.2 The overall target demographics for STRTPs is children, ages 0-17, and Non-Minor Dependents, ages 18-21, in need of a short-term residential therapeutic setting. The principal target demographics include children in which the Case Plan is for: 1) family reunification, 2) adoption, 3) legal guardianship, 4) permanent placement, 5) sibling group placement, 6) teen parents and their children, 7) neighborhood/school-based placement, 8) self-sufficiency, and 9) children with special health care needs as defined in WIC Section 17710(a) (see Exhibit A-1, Reference Links).

## 6.0 CORE PRACTICE MODEL

The CPM prioritizes child safety by enabling stronger teamwork with children and families, grounded in strong community support. The CPM is a deeper way to work with families to improve safety and outcomes for children. The model helps children and families build supportive teams that enable them to identify their strengths and underlying needs in a trusting, positive environment. These insights become the foundation of more effective action plans for change that are tailored specifically to each child and family. The strategies of this model include:

- Engagement: This is an opportunity to hear the family, build trust, show empathy, and honor the family's voice and choice.
- Teaming: Allows for teamwork to occur; shows how formal and informal supports can work together; promotes shared ownership and opportunity for change.
- Assessment and Understanding: Allows for shared identification of underlying needs and strengths; it is responsive to trauma and culture and empowers families.
- Planning and Intervention: Allows for the crafting of tailored services and attention to individual underlying needs.
- Tracking and Adapting: Allows for continuous monitoring of progress, while being thoughtful about the effectiveness of plans, and creates an opportunity to make adjustments using team assessments, so plans can evolve to achieve long-term goals.

The CPM is a process that is family centered, solution focused, trauma responsive, strength-based, team driven, and improves outcomes for children and families.

For more information, the CONTACTOR may refer to the Pathways to Mental Health Services Core Practice Model Guide and COUNTY's CPM website (see Exhibit A-1, Reference Links).

## **PART B: PROGRAM REQUIREMENTS**

### **7.0 SERVICE DELIVERY SITES**

The CONTRACTOR's services described hereunder shall be provided in a licensed STRTP site(s) as listed on Exhibit A-2.

- 7.1 CONTRACTOR shall request approval from the DCFS Out-of-Home Care Management Division (OHCMD) Division Chief or designee and the Probation Placement Permanency & Quality Assurance Director in writing a minimum of thirty (30) days before: 1) terminating services at any of the approved location(s); and 2) before commencing services at any other location(s) not previously approved in writing by the DCFS OHCMD Division Chief or designee and/or the Probation Placement Permanency & Quality Assurance Director.
- 7.2 CONTRACTOR shall not place children at a service delivery site not listed on Exhibit A-2 of the STRTP Master Contract. Failure on the part of CONTRACTOR to comply with the provisions of this Section shall constitute a material breach of the Contract 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 Part I, Unique Terms and Conditions, Section 16.0, Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan of the Contract. If CONTRACTOR disagrees that there has been a material breach, CONTRACTOR may exercise any and all of its legal rights consistent with Part I, Unique Terms and Conditions, Section 20.0 Dispute Resolution Procedures of the Contract.
- 7.3 CONTRACTORS shall check the Megan's Law Website (see Exhibit A-1, Reference Links) prior to licensing a new site to ensure that no registered sex offender lives so close that he/she will be a potential threat to the safety of the children.
- 7.4 CONTRACTOR shall develop a Safety Plan for each service delivery site to ensure the safety of the children.
  - 7.4.1 COUNTY will evaluate the potential threat to safety at a new site prior to approval.

### **8.0 STAFF QUALIFICATIONS, REQUIREMENTS AND EXEMPTIONS**

CONTRACTOR shall adhere to Title 22 Division 6, Chapter 7.5, Sections 87019, 87022(c)(A) and (D), 87064, 87065, and 87095.66 requirements in connection with staff qualifications, requirements, and exemptions.

**8.1 Criminal Record Clearance Procedures, Criminal Record Statements, and Child Abuse Index Checks**

CONTRACTOR shall adhere to the requirements of Part I, Unique Terms and Conditions, Section 8.0 Background and Security Investigations, conduct a background check, obtain a criminal clearance and request criminal record exemptions as applicable for all employees, independent contractors, volunteer staff, or subcontractors prior to any contact with children while providing services under the Contract according to HSC Sections 1522 (see Exhibit A-1, Reference Links) and as specified in Title 22, Division 6, Chapter 1, Section 80019.

8.1.1 CONTRACTOR shall notify COUNTY of any approved or denied exemption request submitted to CDSS Criminal Background Check Bureau. Notifications shall be sent to CONTRACTOR's OHCMD assigned monitor within 2 business days of receipt by submitting the Criminal Record Exemption Notification (Exhibit A-3) along with any related documentation. COUNTY may request that employees, independent contractors, volunteer staff, or subcontractors with a criminal record exemption be immediately removed from performing services under the Contract. CONTRACTOR shall be notified of such decision within five (5) days of DCFS receipt of Exhibit A-3. The CONTRACTOR must receive written approval for anyone with a criminal record exemption prior to having contact with children.

8.2 CONTRACTOR shall check the Megan's Law Website (see Exhibit A-1, Reference Links) prior to: the hiring of any prospective employee(s), the use of agency independent contractor(s), volunteer(s), or subcontractor(s) who may come in unsupervised contact with the children in the course of their work, volunteer activity, or performance of the subcontract, and shall maintain records documenting this.

**8.3 Subsequent Arrests or Convictions**

CONTRACTOR shall notify the OHCMD assigned monitor, COUNTY Worker and CCLD in writing of any known allegations in the Child Abuse Central Index arrest and/or subsequent conviction, other than for minor traffic offenses, of all non-exempt persons in accordance with HSC, Section 1522 (see Exhibit A-1, Reference Links).

8.3.1 CONTRACTOR shall prepare and submit the Notification of Subsequent Arrest, Conviction, Probation or Parole Notification Violation (Exhibit A-4) to the assigned OHCMD monitor along with any related documentation within two (2) working days of the time such information becomes known to the CONTRACTOR. All supplemental documentation received after the Exhibit A-4 submission must be provided as it becomes available.

8.4 CONTRACTOR shall maintain all records related to background checks, criminal record clearance procedures, criminal record exemptions, criminal



record statements, Child Abuse Central Index checks, and subsequent arrest request notification documentation, which shall be made available upon request.

#### **8.5 Staff Language Requirements**

CONTRACTOR shall provide child care staff, mental health personnel, and social work personnel who are proficient in both speaking and writing the language(s) of the children and family(ies). CONTRACTOR may comply with this requirement by providing equivalent bi-lingual resources for social work and mental health needs.

### **9.0 TRAINING**

CONTRACTOR shall develop a comprehensive initial and an on-going training plan for agency staff, volunteers, subcontractors, and any staff working directly with children in accordance with Title 22, Division 6, Chapter 7.5, Sections 87022(c)(b), 87064.2, 87065, and 87065.1.

9.1 CONTRACTOR shall ensure training is conducted by qualified staff.

9.2 CONTRACTOR shall maintain the individual records of training completed by staff and volunteers, and shall make them available upon request.

9.3 The COUNTY reserves the right to designate up to 16 hours of additional training per year as determined by the COUNTY. Up to 16 hours may or may not be required by DCFS in any given year. Training needs will be researched and implemented by the CONTRACTOR as necessary.

### **10.0 PROGRAM REPORTING REQUIREMENTS**

All CONTRACTOR employees are mandated reporters of child abuse and neglect per PEN Code, Section 11165.7 (see Exhibit A-1, Reference Links). Child abuse and neglect in out-of-home care are defined in Section 11165.5 (see Exhibit A-1, Reference Links).

10.1 CONTRACTOR shall report all suspected child abuse allegations and incidents immediately upon discovery for all children to: (1) CCLD; (2) COUNTY's Child Protection Hotline; (3) for DCFS children, to the OHCMD assigned monitor; and (4) for Probation children, to the Placement Administrative Services' (PAS) Officer of the Day (OD).

10.2 CONTRACTOR agrees that the safety of the Child will always be the first priority. To ensure the safety of the Children, CONTRACTOR will, and will train staff to, immediately, upon discovery, whenever CONTRACTOR reasonably suspects that a Child has been a victim of abuse and/or is in danger of future abuse, notify: (1) CCLD and the COUNTY's Child Protection Hotline; (2) for DCFS children, the OHCMD assigned monitor; and (3) for Probation children, the PAS OD. CONTRACTOR will remain with the Child if imminent risk is present. CONTRACTOR and CONTRACTOR's staff shall coordinate with CCLD, the OHCMD assigned

monitor, and the PAS OD prior to the investigation of any allegation of child abuse and follow their instructions on how to proceed.

- 10.3 CONTRACTOR shall ensure that all known or suspected instances of child abuse are reported to a child protection agency as defined in PEN, Section 11166. This responsibility shall include:

10.3.1 A requirement that all employees, consultants, or agents performing services under this Contract who are required by PEN, Section 11165.7 (see Exhibit A-1, Reference Links), to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.

10.3.2 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 PEN Section 11166 (see Exhibit A-1, Reference Links), on procedures for reporting any reasonable suspicion of child abuse.

10.4 **Special Incident Report (SIR) Via the I-Track System**

The CONTRACTOR shall prepare and submit a SIR via the I-Track System, for each Child in accordance with the guidelines and time frames in Exhibit A-5, Special Incident Reporting Guide for Foster Care Placement Services Providers.

In addition to the reporting requirements described in Title 22, Division 6, Chapter 1, Section 80061 and Chapter 7.5, Sections 87022(c)(7), 87061, and 87095.61, the CONTRACTOR shall also notify the COUNTY of all reportable incidents via the I-Track web-based system (see Exhibit A-1, Reference Links).

For Probation children, the CONTRACTOR shall also report incidents by telephone to the PAS OD. Failure to report via the I-Track system may result in further action as described in Exhibit N, Investigation/Monitoring/Audit Remedies and Procedures.

10.4.1 Each incident will be evaluated by the COUNTY on a case-by-case basis to determine appropriate corrective action.

10.5 **Runaway and Child Abduction Procedures and Reporting**

CONTRACTOR shall comply with the runaway plan in accordance to their program statement and Title 22, Division 6, Chapter 7.5, Sections 87061(j)(7) and 87095.24.

10.5.1 **Call Law Enforcement**

CONTRACTOR shall keep the contact information of the nearest law enforcement agency on hand and contact them immediately to file a Missing Persons' Report. Photographs may be released to law

enforcement only in an effort to expedite locating of affected children. Identifying information for law enforcement shall only include a photograph of the child, description of clothing when last seen, date of birth, last location of the child, and any distinguishing marks or tattoos. CONTRACTOR shall inform law enforcement that photographs and other personal identifying information which includes the child's social security number shall not be posted in any communities and document the discussion with law enforcement in the submitted SIR via I-Track.

10.5.1.1 CONTRACTOR must get a report number, the name of the person taking the report, follow up by getting a copy of the report, and document all efforts. All efforts to locate the child shall be documented and any documentation related to the missing child must be maintained in the child's records.

10.5.1.2 CONTRACTOR shall submit the Missing Person's Report and reporting number to the COUNTY Worker by the next day after the incident, or as soon as the report is made available by the law enforcement agency.

#### 10.5.2 **Call the County**

CONTRACTOR shall call the COUNTY Worker and his/her supervisor upon discovery of a child running away. For Probation children, the CONTRACTOR shall call the PAS Absence Without Official Leave (AWOL) OD. For DCFS youth, if it is after hours or on the weekend, or if the COUNTY Worker or the supervisor are not reachable, the CONTRACTOR shall call the DCFS Child Protection Hotline at 1-800-540-4000. CONTRACTOR shall provide the COUNTY Worker with any information about run away child's neighbors, friends, school officials, and family members.

10.5.2.1 COUNTY staff will need detailed information, for instance: Who did the child leave the home with? Did someone pick up the child or did they leave on foot? Which direction did the child go? Was there a parent or relative involved? What was the child's state of mind – angry, depressed? What was the child wearing? For child(ren)/youth with a history of or at risk of Commercial Sexual Exploitation the CONTRACTOR shall document and report to the COUNTY Worker any of the following:

- Child/youth exhibits behaviors or otherwise indicates that she/he is being controlled or groomed by another person;

- Child/youth spends time with people known to be involved in commercial sex;
- Child/youth's use of internet, cell phone, or social media involves social or sexual behavior that is atypical of his/her age.

10.5.2.2 CONTRACTORS shall document and indicate if the child/youth fits any of the following descriptions:

- Child/youth has a history of running away, unstable housing, including multiple foster care placements, or periods of homelessness including couch surfing;
- Child/youth has had prior involvement with law enforcement or the juvenile justice system;
- Child/youth is frequently truant;
- Child/youth's relationships are concerning, placing him/her at risk or in danger of exploitation;
- Child/youth has a history of substance abuse, specifically narcotics, opiates, crack/cocaine, and amphetamines.

10.5.3 CONTRACTOR shall maintain important numbers to have on hand:

- COUNTY Worker
- COUNTY Worker's supervisor
- Child Protection Hotline: (800) 540-4000
- Runaway Outreach Unit: (213) 765-7310
- Probation PAS AWOL OD  
(323) 730-4466
- Probation Group Home Monitoring OD  
(323) 537-6297
- Closest law enforcement agency

#### 10.5.4 I-Track Reporting

CONTRACTOR shall report a child abduction or runaway by completing an I-Track SIR. CONTRACTOR shall cross report to CCLD, the DCFS OHCMD Quality Assurance Section, Runaway Outreach Unit, PAS AWOL OD, and to the COUNTY Worker. The report shall include the time and date of the abduction or the runaway child was last seen and any significant details leading to the incident.

#### 10.5.5 Supplemental Information

CONTRACTOR shall be familiar with the CDSS' All County Information Notice (ACIN) I-13-17, "Promising Practices for Youth Who Are Missing or Run Away from Foster Care" (see Exhibit A-1, Reference Links). CONTRACTOR shall assist the COUNTY Worker in completing the following forms: Substitute Care Provider Incident

Report, the SIR-Runaway Addendum, the Safety Support Plan, and Missing/Runaway Youth De-Briefing Form as instructed in the ACIN I-13-17.

10.5.5.1 CONTRACTOR shall keep all the copies of reports and documentation for at least six (6) months.

#### 10.6 **Foster Care Search System (FCSS)**

CONTRACTOR shall notify COUNTY of any and all updates and/or changes to the agency, vacancy information, and facility changes (additional sites and relocations). CONTRACTOR shall report these updates/changes using the FCS. Instructional training videos on how to create an account and access the FCSS is available on the FCSS website (see Exhibit A-1, Reference Links).

10.6.1 CONTRACTOR shall designate staff to update FCSS regularly, at a minimum weekly, to ensure information pertaining to the agency, population served, and placement availability is current and accurate.

#### 10.7 **Utilization Report**

CONTRACTOR shall report a monthly census indicating occupancy for the reporting month, which list all youth entering or continuing the program for that month and the number of program vacancies to OHCMD. CONTRACTOR shall submit the Utilization Report (Exhibit A-6) via email at [DevO@dcfs.lacounty.gov](mailto:DevO@dcfs.lacounty.gov), by the 10<sup>th</sup> of each month or next business day, if the 10<sup>th</sup> is a holiday or weekend. This section will no longer be applicable once the FCSS's automated reporting capability is fully operational. COUNTY will notify CONTRACTORS in writing when the Utilization Report is no longer required.

### 11.0 **PROGRAM COMPLIANCE AND QUALITY ASSURANCE**

CONTRACTOR shall develop and implement a continuous quality improvement plan in accordance with Title 22, Division 6, Chapter 7.5, Section 87081, which shall include internal controls and monitoring that comply with this Contract and the Office of Management and Budget (OMB) Super-Circular.

11.1 Throughout the term of this Contract, the COUNTY will monitor the CONTRACTOR's performance. Any failure by the CONTRACTOR to comply with the terms of this Contract, including any failure to meet the performance targets described on each Performance Outcome Summary which follows, may result in COUNTY's termination of the whole or any part of the Contract in accordance with Part II, Standard Terms and Conditions, Section 32.0, and/or placement of the CONTRACTOR on "Hold", "Do Not Refer", or "Do Not Use" Status or any other remedy specified in the Contract and as described in Exhibit N, STRTP Contract Investigation/Monitoring/Audit Remedies and Procedures.

**11.2 Evidence-Based Practices**

CONTRACTORS shall employ Evidence-Based Practices whenever possible in an effort to increase achievement of the COUNTY's Performance Outcome Goals as described in Exhibits A-7, A-8 and A-9. For information on Evidence Based Practices CONTRACTOR may refer to the ACIN No. I-28-18 (See Exhibit A-1, Reference Links).

**12.0 PLAN OF OPERATION AND PROGRAM STATEMENT CHANGES**

Any changes/addendums CONTRACTOR makes to the Plan of Operation and Program Statement must be submitted to the COUNTY and CCLD for approval. Changes may not be implemented until written approval from COUNTY is received. CONTRACTOR shall allow for sixty (60) days for COUNTY approval.

12.1 COUNTY may request that CONTRACTOR make revisions to its Plan of Operation and Program Statement by notifying CONTRACTOR in writing, thirty (30) days in advance, of any proposed changes.

12.2 CONTRACTOR shall coordinate with OHCMD staff to submit any changes via electronic submission through the web based electronic Program Statement Submission System (ePSSS) (see Exhibit A-1, Reference Links).

**13.0 BUILDINGS AND GROUNDS**

CONTRACTOR shall maintain an environment, indoors and outdoors, that is clean and free from hazards in accordance to Title 22, Division 6, Chapter 1, Sections 80087 and 80088, and Chapter 7.5, Sections 87087, 87087.2, 87087.3, 87088, and 87088.3.

13.1 CONTRACTOR shall have safety equipment on hand in the pool area consisting of at least a donut ring with a rope and a pole with a hook.

13.2 For two-story residences, the CONTRACTOR shall have an exterior fire exit from the second story in addition to the inside exit. In some cases COUNTY can approve exit from a second-story window(s), if it is equipped with a properly located rollout ladder(s) stored in a locked cabinet with a breakout glass.

13.3 CONTRACTOR shall provide: 1) a home and yards that are safe, well-maintained, and appropriately furnished; 2) age appropriate environment; 3) a bedroom, or sufficient space in a shared bedroom, with a comfortable mattress in good condition and adequate space to store clothing and personal items; 4) an appropriate and well-lit space for studying; 5) acceptable housekeeping; and 6) safety gates and latches as applicable.

13.4 Disinfectants, cleaning solutions, poisons, firearms, and other items that could pose a danger, if readily available to children, shall be stored where inaccessible to children.

- 13.5 CONTRACTOR shall develop a Safety Plan and an Emergency Response Services plan for each facility; train all staff and children on policies and procedures, including an evacuation plan; and conduct routine drills.
- 13.6 Medicines shall be stored as specified in Section 80075(j) and (k) and separately from other items specified in Section 80087(g).

## **PART C – PROGRAM SERVICES**

### **14.0 CHILD AND FAMILY TEAM (CFT)**

CONTRACTOR shall develop and maintain a process to participate and collaborate with the CFT to decrease the length of time to achieve permanency through the strengthening of family engagement and cross-agency networks of services and supports in accordance with Title 22, Division 6, Chapter 7.5, Sections 87022.1(b)(8), (11) and (12), 87065.1, 87068.2, and 87068.3.

- 14.1 The CFT process shall be aligned with the values of the County of Los Angeles CPM (see Exhibit A-1, Reference Links).
  - 14.1.1 The CPM and the CFT process shall be family-centered to identify: 1) the family's strengths and underlying needs; 2) collaborative case planning; 3) decision making; and 4) the consideration of the long-term success of the family.
  - 14.1.2 For further guidance when developing the CFT process, the CONTRACTOR shall refer to the COUNTY's policy on CFT (see Exhibit A-1, Reference Links).
- 14.2 CONTRACTOR shall follow the CFT guidelines as described in WIC Section 16501(a)(4) and as described in the CDSS All County Letter No. 16-84 (see Exhibit A-1, Reference Links).
- 14.3 The CFT process shall be a solution-focused approach meant to draw on the family's history of protection and ability to solve problems. The information assists families to develop their vision for their future and assists them in gathering a formal and informal support network that will be available to them after termination of formal services.
- 14.4 The CFT process shall continue the process of engagement with the family, child, and/or direct care staff, and provide a process for transparent communication to ensure that services are well coordinated in collaboration with service providers.
- 14.5 CONTRACTOR shall ensure participation in the CFT by any staff identified by the CONTRACTOR who has participated in the child's treatment plan, including individuals who participate in the child's education.

## **15.0 CORE SERVICES AND SUPPORTS**

CONTRACTOR shall make Core Services and Supports available to children either directly or secured through formal agreements with other agencies, which are trauma-informed and culturally relevant in accordance with; Title 22, Division 6, Chapter 7.5, Section 87078.1; Core Services Matrix; and with the Program Statement (see Exhibit A-1, Reference Links).

All children have a right to fair and equal access to all available services, placement, care, treatment, and benefits.

### **15.1 Specialty Mental Health and Additional Treatment Services**

CONTRACTOR shall provide specialty mental health and additional treatment services for children who meet medical necessity criteria for specialty mental health services under the Medi-Cal Early and Periodic Screening, Diagnosis, and Treatment program, as described in Title 9, Section 1830.210, and to the extent that funding and services are available and as identified in the Needs and Services Plan (NSP) in collaboration with the CFT and in accordance with Title 22, Division 6, Chapter 7.5, Section 87089.1.

#### **15.1.1 Psychiatric Assessment and Psychotropic Medication**

CONTRACTOR shall take all necessary steps to ensure that any child in its care with a known history of psychiatric problems (including hospitalizations) receives a psychiatric assessment within thirty (30) days of admission, conducted by a psychiatrist credentialed by the Department of Mental Health, and submit to the County Worker the written results of such tests and any other mental health treatment records when obtained by the CONTRACTOR.

15.1.1.1 Whenever psychotropic medication is prescribed as a result of the psychiatric evaluation, the CONTRACTOR shall monitor psychotropic medications in accordance with Title 22, Division 6, Chapter 7.5, Section 87075.

15.1.1.2 CONTRACTOR shall follow the psychotropic medication guidelines JV-217-INFO (see Exhibit A-1, Reference Links) and ensure that any prescribing physician, submitting an application for psychotropic medication authorization (JV-220A, JV-220B) for a foster child in residential placement seeking an order pursuant to WIC 369.5, is credentialed by the DMH.

15.1.1.3 For each psychotropic medication prescribed to a child, the CONTRACTOR, in conjunction with the COUNTY Worker, shall ensure that: 1) the prescribing physician submits a request and obtains court authorization; and 2) these requests and orders are renewed every six (6) months (see Exhibit A-1, Reference Links for link to JV-



220 forms) or as instructed by Juvenile Court in accordance to Title 22, Chapter 7.5, Section 87075(c). Upon receipt from the COUNTY Worker or physician, the CONTRACTOR shall maintain copies of the court authorizations in the child's case record.

- 15.1.1.4 CONTRACTOR shall incorporate into the treatment plan all psychotropic medication(s) the child receives per Foster Youth Rights and per Legal Rights of Teens in Out-of-Home Care (see Exhibit A-1, Reference Links).
- 15.1.1.5 Contractor shall follow COUNTY policy as prescribed in DCFS Policy 0600-514.10 (see Exhibit A-1, Reference Links) and Title 22, Chapter 7.5, Section 87070(b)(12) and 87068.1(c)(I)(E) regarding psychotropic medication: authorization, review, and monitoring for a DCFS supervised child.
- 15.1.1.6 CONTRACTOR shall educate and assist the children/youth regarding Psychotropic Medication use in accordance to DCFS Psychotropic Medication Policy No. 0600-514.10 (see Exhibit A-1, Reference Links), and document any pertinent observations of symptoms etc. for the completion and submission of court forms JV 218 and JV 219 (see Exhibit A-1, Reference Links). The CONTRACTOR shall provide the JV 218 form to the child. Although use of the forms is optional, the CONTRACTOR as part of educating the child, shall encourage completion of the form, which may be used to inform the court how the child feels about the use of psychotropic medication, effectiveness of the medicine, and any side effects of the medicine. If the child opts not to complete the JV-218 form, the child may send a letter to the Judge, confer with the judge at the hearing, or ask the COUNTY Worker or Court Appointed Special Advocate to tell the judge how they feel. Upon request from the COUNTY, the CONTRACTOR shall provide verbal responses to the questions in the JV-219 form.
- 15.1.1.7 At the time of a child's replacement, the CONTRACTOR shall follow the procedures for the transfer of psychotropic medication, as indicated in this SOW, Section 15.3.12.3.
- 15.1.1.8 CONTRACTOR shall ensure all documentation for the child's mental health, psychological and/or psychiatric evaluations, including hospitalizations shall be maintained in the child's file as described in Title 22, Division 6, Chapter 7.5, Sections 87070 and 87070.1.

### **15.1.2 Additional Treatment Services**

CONTRACTOR shall assist in locating and referring children to School-Based Mental Health Services, Day Rehabilitation, Day Treatment Intensive, Crisis Stabilization, and Therapeutic Behavioral Services, in collaboration with the CFT and whenever identified in the NSP, to be included as part of the treatment plan, and in accordance with the Core Services Matrix (see Exhibit A-1, Reference Links).

## **15.2 Transition Services**

CONTRACTOR shall provide transition support services for children and families upon initial entry and placement changes and for families who assume permanency through reunification, adoption, or guardianship and as identified in the NSP in collaboration with the CFT and in accordance with the Core Services Matrix (see Exhibit A-1, Reference Links) and Title 22, Division 6, Chapter 7.5, Section 87078.1(a)(2), 87068.2 (a) and (c), and 87068.22.

### **15.2.1 Prior Authorization for Movement of Children**

If the CONTRACTOR should determine a child's needs cannot be met, the CONTRACTOR shall request a CFT meeting. CONTRACTOR may only move a child from one site to another within the CONTRACTOR's program or any other STRTP after receiving prior authorization from the CFT.

15.2.1.1 COUNTY shall not unreasonably withhold or delay the CFT meeting for the authorization to move a child from one site to another.

### **15.2.2 Procedure for Emergency Replacement**

In the event of an emergency, the CONTRACTOR may move a child without prior authorization from the COUNTY Worker. CONTRACTOR shall make every effort to keep the child in the same school, if in the best interest of the child as determined by the child's education rights holder. For the purposes of this paragraph, an emergency is defined as any situation that threatens the health and safety of the child or others in the STRTP.

15.2.2.1 For DCFS, the CONTRACTOR shall notify either the COUNTY Worker (children's social worker), the COUNTY Worker's supervisor, the COUNTY Worker's administrator or, after working hours, the Child Protection Hotline (800-540-4000), of the emergency replacement. For Probation, in the event of an emergency, the CONTRACTOR shall contact the Deputy Probation Officer (DPO) of record during normal working hours, and PAS' OD. Notification shall be made as soon as possible but no later than 24 hours after the child is moved.

15.2.2.2 CONTRACTOR shall then discuss the situation with the COUNTY Worker or the COUNTY Worker's supervisor and document the conversation and decision in the child's record.

15.2.2.3 CONTRACTOR shall inform the CFT immediately or not later than 72 hours after emergency replacement.

**15.3 Education, Physical, Behavioral, Extracurricular Supports**

CONTRACTOR shall provide educational and physical, and behavioral supports, including extracurricular activities and social supports as identified in the NSP in collaboration with the CFT and in accordance with the Core Services Matrix (see Exhibit A-1, Reference Links) and Title 22, Division 6, Chapter 7.5, Sections 87067, 87068.2, 87072, 87078, 87078.1 and 87079.

**15.3.1 Stable School Placements**

CONTRACTOR shall collaborate with the COUNTY Worker to ensure stable school placements in accordance with WIC Section 16501.1(d)(1), (4), and (g)(8)(B) (see Exhibit A-1, Reference Links). CONTRACTOR shall also collaborate with the COUNTY Worker and the pertinent educational institution in accordance with EDC Section 48850(a) and (b) (see Exhibit A-1, Reference Links).

**15.3.2 Right of Child to Remain in School of Origin**

CONTRACTOR in collaboration with the CFT shall make every effort to maintain children in their school of origin, if in the best interest of the child as determined by the child's education rights holder in accordance with EDC Sections 48853.5(e)(1)-(4), 48853.5(d)(1 and 2), and 48853.5(d)(4)(A) (see Exhibit A-1, Reference Links).

15.3.2.1 CONTRACTOR shall transport children to their school of origin or utilize alternate systems for transportation put in place by DCFS and/or school districts.

**15.3.3 Immediate Enrollment of Children in School**

If the educational rights holder has made a determination that it is in the best interest of the child to transfer from their school of origin, the CONTRACTOR shall immediately enroll the child in his/her local school in accordance with EDC, Section 48853.5(f)(8)(B) (see Exhibit A-1, Reference Links).

15.3.3.1 The CONTRACTOR shall actively begin the enrollment process of the child immediately, in order to engage the school for possible assistance with an acute issue and/or arrange for home-hospital instruction or homeschooling.

15.3.3.2 In the event immediate enrollment is not possible due to an acute issue with the child, the CONTRACTOR shall provide a written certification from a mental health or medical provider to the COUNTY Worker that there is an acute issue requiring a specific amount of time for resolution; or, the CONTRACTOR shall provide proof that the education rights holder agrees that the delay in school enrollment is in the child's best interest.

15.3.3.2.1 The acute issue experienced by the child causing the delay in school enrollment, shall be documented in a SIR and in the child's case file.

15.3.3.3 CONTRACTOR shall work in collaboration with the child's education rights holder, DCFS, and the school district to ensure that the child is enrolled in classes that are appropriate to the child's academic level, that will fulfill graduation requirements, and that are on a comprehensive campus unless there is a current expulsion order, an IEP that requires an alternative school setting, or the education rights holder consents to a different school setting. If the CONTRACTOR believes the child needs an initial or updated IEP, the CONTRACTOR shall work with the child's education rights holder and the school district to initiate the IEP process. CONTRACTOR shall document all educational barriers in the Education Section of the NSP, Exhibit A-11.

15.3.3.4 CONTRACTOR shall ensure children participate in educational enrichment activities while awaiting school enrollment.

**15.3.4 CONTRACTOR's Participation in Child's School Program**

CONTRACTOR shall work with the child's education rights holder and the school district in supporting the educational needs and rights of the child. All efforts must be documented and reported in the Education Section of the NSP, Exhibit A-11.

15.3.4.1 CONTRACTOR shall: 1) represent the child at parent meetings, open houses, etc.; 2) work with the 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 child to participate in school activities; and 4)

arrange appropriate transportation to and from school as per Title 22, Chapter 7.5, Section 87074(c)(2).

15.3.4.2 The child has the right to be enrolled in the least restrictive environment at school. The child's education rights holder, school district, DCFS, and the CONTRACTOR shall work together to ensure the child is enrolled in the appropriate academic level of classes to progress the child to a timely high school graduation.

**15.3.5 Daily Homework and Cognitive/Developmental Stimulation**

CONTRACTOR shall provide daily homework assistance and make every attempt to engage the youth in completing homework and studies to ensure completion thereof. This assistance should include positive reward systems, access to each class' homework assignment from the school (teacher email and/or parent portal) and reviewing the child's work. CONTRACTOR shall designate a staff member to be in charge of communicating with the school to ensure homework completion and academic progress. In addition, CONTRACTOR shall arrange for a quiet working area with appropriate school supplies and computers.

15.3.5.1 CONTRACTOR shall provide sufficient computer access in terms of amount of time and number of computers that are updated and maintained with internet access with parental controls and current technology.

15.3.5.2 CONTRACTOR shall schedule at minimum one-hour per day during the summer break for youth to work online with literacy and/or math program opportunities. CONTRACTOR shall ensure youth explore all resources available, including but not limited to [www.ilponline.org](http://www.ilponline.org), [www.cacareerzone.org](http://www.cacareerzone.org), [www.educate-ca.org](http://www.educate-ca.org), and [www.kids-alliance.org](http://www.kids-alliance.org). CONTRACTOR shall document reasons for a youth not participating in the scheduled activities in the Education Section of the NSP, Exhibit A-11.

15.3.5.3 CONTRACTOR shall engage the child in age and developmentally appropriate activities. These may include computer access time, tutoring, homework assistance, visits to the library or museums, reading, arts, crafts, music, dramas, extracurricular activities and other educational enrichment. CONTRACTOR shall document reasons for a child not participating in developmental appropriate activities in the Education Section of the NSP, Exhibit A-11.

### **15.3.6 Tutoring**

CONTRACTOR shall work with the school district in determining the need for tutoring and if any tutoring is available at the child's school.

15.3.6.1 CONTRACTOR shall make the tutoring arrangements and provide the necessary supports for participation before or after-school.

15.3.6.2 CONTRACTOR may consider Los Angeles County Office of Education (LACOE), Foster Youth Service Coordinating Program (FYSCP), Tutoring Program, and other community based tutoring resources (see Exhibit A-1, Reference Links).

15.3.6.3 CONTRACTOR shall provide tutoring when the youth is struggling in their class work and homework, receiving D's or F's, working below grade level in reading, writing, or math, if determined necessary by the CFT and/or the school's Student Study Team, to improve the child's basic reading, writing, and math skills.

15.3.6.4 CONTRACTOR is not obligated to pay for items covered by public funds.

### **15.3.7 Educational Information**

CONTRACTOR shall document in the NSP and report to the COUNTY Worker and the educational rights holder the following information: 1) child's attendance; 2) child's academic and extra-curricular achievements; 3) issues of concern related to school matters; 4) child's behavior; 5) school officials' concerns about the child's health; 6) suspension or discipline of the child; 7) academic credits; 8) strengths of the child; and 9) if the child is at risk of suspension or expulsion, or there is a concern related to the current or potential special education needs of the student, the CONTRACTOR shall additionally report them to the attorney for the child.

### **15.3.8 School Photos, Uniforms, Proms, Graduations, etc.**

CONTRACTOR shall ensure each child receives school photos and uniforms when appropriate. CONTRACTOR shall ensure each child is given the opportunity to attend his/her prom and graduation and provided with resources and assistance.

### **15.3.9 Immunizations and Routine Health Care**

CONTRACTOR shall ensure the immunization and routine health care of children in accordance with the Child Health Disability Prevention (CHDP) Program (see Exhibit A-1, Reference Links).

15.3.9.1 CONTRACTOR shall, to the extent possible, utilize a Child Health Disability Prevention (CHDP) provider doctor/dentist, who does CHDP equivalent exams and performs the initial medical/dental assessment, care, and follow through, in accordance to CHDP Program Policy No. 0600-506.10 (see Exhibit A-1, Reference Links). CONTRACTOR shall follow Medical/Dental Exams Periodicity Schedule for children (see Exhibit A-1, Reference Links).

15.3.9.2 If the CONTRACTOR needs assistance in locating a CHDP provider doctor/dentist or one who does equivalent exam/services, the CONTRACTOR may: 1) log onto the web site of the Los Angeles County Department of Public Health (see Exhibit A-1, Reference Links), 2) contact the child's COUNTY Worker, or 3) contact a COUNTY Public Health Nurse at (213) 351-5614.

15.3.10 **Medical, Dental, and Sexual and Reproductive Health Care Services**

CONTRACTOR shall ensure that the necessary medical, dental, and psychiatric needs of the child are met according to the Medi-Cal program; and Title 22, Division 6, Chapter 1, Section 80075.

15.3.10.1 CONTRACTOR shall ensure children receive emergency medical and dental treatment as needed, in accordance to the CONTRACTOR's Program Statement and Title 22, Division 6, Chapter 1, Section 80075.

15.3.10.1.1 CONTRACTOR shall ensure children receive medical and dental services from the provider of their choice, if payment is authorized under applicable Medicaid law.

15.3.10.2 CONTRACTOR shall ensure youth and NMDs have access and receive sexual and reproductive health services, as requested by the youth or NMD. CONTRACTOR shall also ensure the confidentiality rights of youth and NMDs pertaining to their sexual and reproductive health care and their related sexual and reproductive health rights are respected and protected in accordance to ACL No. 18-62 (see Exhibit A-1, Reference Links). This includes the right to receive sexual and reproductive health services in a timely manner, and from the provider of their choice, if payment is authorized under applicable Medicaid law.

For further guidance CONTRACTOR may refer to additional information found at CDSS website regarding resources for caregivers, mentors, social workers and probation officers (see Exhibit A-1, Reference Links).

**15.3.11 Reimbursement for Medical and Dental Costs**

CONTRACTOR shall utilize the Medi-Cal program for all eligible medical and dental care costs for children.

15.3.11.1 To the extent reimbursed by Medi-Cal or private insurance or otherwise reimbursed by the COUNTY, the CONTRACTOR shall ensure that each child receives routine physical and dental exams, any needed medical or dental care, and information and instructions on any on-going medical or dental treatment or medications needed within the three-month period prior to Emancipation.

15.3.11.2 If a 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 COUNTY Worker.

15.3.11.3 For any services not eligible for Medi-Cal reimbursement and not covered by private insurance, the CONTRACTOR shall, to the extent feasible, obtain medical or dental care services for the child through a COUNTY or COUNTY contracted facility (see Exhibit A-1, Reference Links).

15.3.11.4 For any non-emergency services not eligible for Medi-Cal reimbursement, not covered by private insurance, and not obtainable at a COUNTY or COUNTY contracted facility, the CONTRACTOR must request prior written approval from the COUNTY Worker or the COUNTY Worker's Supervisor. If the COUNTY Worker does not respond to the CONTRACTOR's written request within three (3) business days, the CONTRACTOR shall attempt to contact the COUNTY Worker's Supervisor. CONTRACTOR shall maintain written documentation of attempts to obtain said written approval.

**15.3.12 Administration of Prescription and Non-Prescription Medications**

CONTRACTOR shall administer all prescription and non-prescription medication in accordance with Title 22, Division 6, Chapter 1, Section 80075 and Title 22, Division 6, Chapter 7.5, Section 87075. CONTRACTOR shall record the type, date, and



time of all prescription and non-prescription medication administered to the child.

15.3.12.1 CONTRACTOR shall provide all necessary instructions to the person responsible for the care of the child when the child is away from the STRTP for visits in order for the child to remain medication compliant as prescribed by a physician. CONTRACTOR shall encourage the person responsible for the care of the child to maintain a record of the date and time of all prescription and non-prescription medication administered to the child. CONTRACTOR shall maintain a record of the parties responsible for providing the child medication when the child is away from the STRTP during visits.

15.3.12.2 In accordance with Title 22, Chapter 1, Section 80087(h), medicine shall be stored as specified in Section 80075(k) and kept as separately from other items specified in Section 80087(g). The items specified in Section 80087(g) shall not be stored in food storage areas or in storage areas used by or for clients.

15.3.12.2.1 CONTRACTORS shall provide and respect private storage space and personal belongings of the youth and NMD as it relates to their sexual and reproductive health care, including storage of birth control, in accordance with WIC 16001.9 (a)(18) and Title 22, Division 6, Chapter 1, Section 87075(1)(b).

15.3.12.3 At the time of a child's replacement, the CONTRACTOR shall give any medications and court authorizations, including psychotropic medications to the COUNTY Worker. If the medications and court authorizations are not available at the time of replacement (outside the current agency), CONTRACTOR shall arrange for the transfer of medication within 24 hours to the child's new placement. CONTRACTOR shall use Exhibit A-16 to record the type of medication being transferred, the amount of medication, and the receiving party and transferring party's information, which shall minimally include, name, title, address, telephone number, date and signatures.

15.3.12.4 CONTRACTOR shall ensure appropriate disposal of discontinued medication by following

recommendations available at the Don't Rush to Flush Website (see Exhibit A-1, Reference Links).

15.3.12.5 CONTRACTOR shall ensure appropriate disposal of confiscated controlled substances by first contacting the local law enforcement agency; If the local law enforcement agency refuses to accept, then CONTRACTOR shall follow the recommendations available at the US Department of Justice, Drug Enforcement Administration, Diversion Control Division, Drug Disposal Information website (see Exhibit A-1, Reference Links).

**15.3.13 Maintenance of the Education and Medical Portion of the Health and Education Passport (HEP) or the Equivalent**

CONTRACTOR shall file and maintain copies of updated relevant records in the HEP when received from the COUNTY, in accordance to, WIC Section 16010 (see Exhibit A-1, Reference Links).

**15.3.14 Extracurricular, Enrichment, Cultural, and Social Activities**

CONTRACTOR shall provide opportunity for and encourage, as appropriate, activities in accordance with WIC 362.05 (see Exhibit A-1, Reference Links) and Title 22, Chapter 7.5, Sections 87065(e), 87065.5(c), and 87079, and document in the NSP including: 1) group interaction activities, both at the STRTP site and in the community; 2) school based and physical activities such as games, sports, and exercise, both at the STRTP site and in the community; 3) individual and family-oriented leisure time activities; and 4) at least two (2) planned social/recreational activities per month for children such as going to a movie, eating out, skating, etc. (to be paid for by the CONTRACTOR).

15.3.14.1 CONTRACTOR shall apply the Reasonable and Prudent Parent Standard as described and defined in Title 22, Chapter 7.5, Section 87067, when making decisions about allowing children's participation in age and developmentally appropriate cultural, extracurricular, enrichment, and social activities.

15.3.14.2 For Probation children, the CONTRACTOR shall obtain approval from the PAS OD for any special outings and out of county activities, not including normal leisure activities (e.g., movies, shopping, sporting events, and parks) as defined in the CONTRACTOR's program statement.

15.3.14.3 Each child who is capable shall be given the opportunity to participate in the planning, preparation, conduct, cleanup, and critique of planned activities in accordance to Title 22, Chapter 7.5, Section 87079(c).

15.3.14.4 CONTRACTOR shall provide opportunities to encourage the development of the child's cultural awareness, thereby increasing their self-esteem. CONTRACTOR shall also provide opportunities to develop social consciousness by teaching children the difference between right and wrong, self-control, compassion, morals, integrity, patience, respect, responsibility, etc. CONTRACTOR shall encourage and allow children to participate in activities in which they have an interest such as dance, art, sports, and music.

15.3.14.5 CONTRACTOR shall create a home-like, child-friendly environment and encourage each child to personalize his/her bedroom.

**15.3.14.6 Pre-Approval for Child to Be Off Site**

For DCFS, children may leave the facility unaccompanied for specific purposes, if determined appropriate by the CONTRACTOR based on the Reasonable and Prudent Parent Standard, or if it has been pre-approved by the COUNTY Worker, as described in the NSP/Quarterly Report template, and if the CONTRACTOR or the designee agrees. If determined necessary based on the Reasonable Prudent Parent Standard, the CONTRACTOR staff shall know the whereabouts of children, who are off grounds, and shall be able to identify who is responsible for supervision at all times.

15.3.14.6.1 For Probation, children shall be supervised at all times within the facility, as well as all times when outside the facility unless: 1) otherwise deemed appropriate by the CONTRACTOR based on the Reasonable and Prudent Parent Standard, consistent with all court orders; 2) specifically stated in the COUNTY approved NSP developed by the CONTRACTOR's Treatment Team; or 3) otherwise approved by the COUNTY. If a Probation child leaves a facility without authorization, the CONTRACTOR shall contact the Police Department and complete a police report. If the event occurs within normal working hours, the CONTRACTOR shall immediately notify

PAS OD. If the event occurs after hours, the CONTRACTOR shall submit an I-Track report and notify the DPO of record the next business day.

**15.3.14.7 Maintenance of a Sign-in/Sign-out Log**

CONTRACTOR shall maintain a detailed sign-in/sign-out log for children who leave the facility for any reason other than regularly scheduled work, school, or group activities of the CONTRACTOR. This log shall include the name of the child, his/her destination, the time he/she left the facility, the anticipated time of return, and the name and telephone number of the person who is responsible to supervise the child while he/she is away from the facility.

**15.3.15 Balanced Diet, Snacks, Special Diets, and Physical Activity**

CONTRACTOR shall provide a balanced diet in sufficient quantities as defined in Title 22, Division 6, Chapter 7.5, Section 87076. A variety of snacks shall be made reasonably available unless specified in the NSP.

15.3.15.1 CONTRACTOR shall provide for the special dietary needs of the child including, but not limited to, vegetarian diets, religious diets, or diets based on health needs as identified in the NSP. CONTRACTOR shall inform COUNTY Worker when special dietary needs arise due to medical problems/conditions.

15.3.15.2 CONTRACTOR shall use the most current age-appropriate nutritional and physical activity guidelines recommendation by the Centers for Disease Control and Prevention and the American Academy of Pediatrics (see Exhibit A-1, Reference Links).

**15.3.16 Food Preparation and Storage**

CONTRACTOR shall comply with Title 22, Division, 6, Chapter 1, Section 80076, for food storage, food preparation, and sanitation procedures to prevent transmission of infectious illnesses.

15.3.16.1 CONTRACTOR shall not serve frozen milk or powdered milk for drinking.

**15.4 Transition to Adulthood Services**

CONTRACTOR shall provide activities designed to support transition-age children in achieving a successful adulthood as identified in the NSP in collaboration with the CFT and in accordance with the Core Services Matrix (see Exhibit A-1, Reference Links) and Title 22, Division 6, Chapter 7.5, Sections 87022(c)(11), 87068.2, 87068.22(b) and (c), and 87078.1.

15.4.1 For a child 16 years of age or older, the CONTRACTOR shall initiate family finding and engagement practices upon placement to assist the child and the COUNTY Worker in identifying biological or non-related family members to support lifelong connections that will help the child prepare for transition from foster care to independent living in accordance with Title 22, Division 6, Chapter 7.5 Sections 87068.2(f) and 87078(e).

**15.4.2 Transitional Independent Living Plan (TILP)**

CONTRACTOR shall participate with the COUNTY Worker in the development of a TILP for each child 14 years or older and should receive an updated, signed TILP for any child every 6 months after the initial TILP is received. CONTRACTOR shall have a copy of the TILP from the COUNTY Worker on file. CONTRACTOR will collaborate with the COUNTY Worker to implement the child's TILP as appropriate.

**15.4.3 COUNTY's Youth Development Services**

The CONTRACTOR shall ensure participation by children ages 16 years and older in the COUNTY's Youth Development Services.

**15.4.4 Independent Living Program**

CONTRACTOR shall encourage and support participation by children ages 16 and older, in the COUNTY's Independent Living Program and Individualized Transitional Skills Program, including emancipating children, such as career/vocational training, work experience, and higher education opportunities.

**15.4.5 Independent Living Skills**

CONTRACTOR shall develop an individualized plan for each child to learn basic living skills within the context of the family home setting. Such skills may include, as age appropriate: 1) learning to plan, shop, and prepare balanced meals; 2) purchase and care of clothing; 3) basic housekeeping skills; 4) budgeting; 5) use of public transportation as appropriate; 6) personal safety; and 7) health care and personal hygiene.

15.4.6 CONTRACTOR shall facilitate participation in COUNTY approved Emancipation services and/or develop on-site Emancipation services equivalent to the COUNTY's Independent Living Program for children unable to participate in the COUNTY'S Independent Living Program or approved off-grounds Emancipation services.

15.4.7 CONTRACTOR shall teach the child how to set short-term and long-term goals and objectives appropriate to the developmental level of the child. CONTRACTOR shall discuss possible short-term and long-term goals and objectives with the child as they relate to his/her NSP, career plans, strengths and interests, and educational possibilities. These discussions of life goals are to help prepare the child for

Emancipation and adulthood, and, where the permanency plan is for family reunification, return to his/her family.

15.4.8 CONTRACTOR shall not discipline a child by preventing a child from attending career/vocational training programs or working on the job.

## 15.5 **Permanency Support Services**

CONTRACTOR shall provide services to achieve permanency, including supporting efforts to reunify or achieve adoption or guardianship and efforts to maintain or establish relationships with parents, siblings, extended family members, tribes, or others important to the child as appropriate; and as identified in the NSP in collaboration with the CFT and in accordance with the Core Services Matrix (see Exhibit A-1, Reference Links) and Title 22, Division 6, Chapter 7.5, Sections 87068.2, 87078, 87078.1 and 87079.

### 15.5.1 **Permanency Planning**

CONTRACTOR shall document all children's permanency plan on the CONTRACTOR's intake form, as provided by the COUNTY Worker. CONTRACTOR shall work with the COUNTY Worker and the CFT to ensure that a permanent plan of reunification, adoption, relative guardianship or other legal guardianship is documented in the NSP.

#### 15.5.1.1 **Facilitating Legal Permanency Plans**

CONTRACTOR, in collaboration with the CFT and the COUNTY Worker, shall facilitate the implementation of any permanent placement, such as family reunification, adoption, or legal guardianship, as determined by the COUNTY in collaboration with the CFT for a child under the CONTRACTOR's care.

15.5.1.1.1 CONTRACTOR shall attend all CFT meetings to discuss permanency planning. The COUNTY Worker will provide as much advance notice of the meetings as possible.

15.5.1.2 Once a guardianship is finalized or an adoptive placement of a child in an approved home occurs, COUNTY shall notify CONTRACTOR.

#### 15.5.1.3 **Family Finding, Identifying, Developing, and Maintaining Important Relationships**

CONTRACTOR shall initiate family finding and engagement practices upon placement to assist the child in identifying, developing and maintaining important relationships, provided that these relationships are in the child's best interests and are consistent with COUNTY

Case Plan. CONTRACTOR shall assist the COUNTY Worker in identifying these individuals as potential permanency resources. CONTRACTOR shall appoint a Mentoring Liaison and partner with existing mentoring programs or develop their own mentoring resources to enable children 10 years of age and older to develop a connection with a caring adult, when important relationships are lacking, in accordance with the Core Services Matrix and WIC Section 16001.9(a)(15), (see Exhibit A-1, Reference Links).

15.5.1.3.1 For a youth 16 years of age or older, the CONTRACTOR shall assist the youth and the COUNTY Worker in identifying a caring adult that will help the child prepare for transition to self-sufficiency.

#### **15.5.2 Family Reunification**

If the permanency plan is for family reunification, the CONTRACTOR shall assist the COUNTY in reunification efforts by: (1) placing a child at a STRTP site in his/her own neighborhood to the extent possible; (2) facilitating visits and arranging transportation for the child with the family consistent with the orders of the court and the NSP; (3) offering and/or supporting other reunification services such as family counseling; and (4) monitoring the visits with the family consistent with the CFT recommendations, the case plan, and court orders.

#### **15.5.3 Legal Guardianship and Adoption**

If the permanency plan is for legal guardianship or adoption, the CONTRACTOR shall participate with the CFT to assess both the strengths and special needs of a child, to assist in determining an appropriate match. CONTRACTOR shall facilitate the child's involvement in legal guardianship or adoption-related activities and visits with prospective families.

15.5.3.1 CONTRACTOR shall provide counseling, support, and education for a child in making decisions and transitions related to legal guardianship or adoption. The COUNTY shall provide information, and the CONTRACTOR shall be fully informed, about the Adoption Assistance Program and the differences between legal guardianship, adoption, and foster care.

15.5.3.2 If the permanency plan is for relative legal guardianship, other legal guardianship, or adoption, the CONTRACTOR shall assist the COUNTY by: 1) facilitating visits and arranging transportation of the child with the COUNTY identified proposed prospective family consistent with the

NSP; 2) offering support services such as family counseling to the child and the COUNTY identified proposed prospective family; and 3) monitoring visits with the COUNTY identified proposed prospective family as needed.

**15.5.4 Post-Permanency**

CONTRACTOR shall provide post-permanency support services for children following reunification, guardianship, or adoption to sustain permanency for up to twelve (12) months in accordance with Title 22, Division 6, Chapter 7.5, Sections 87022.1(b)(10).

**15.6 Indian Child Services**

CONTRACTOR, whenever serving Indian children, as defined in subdivisions (a) and (b) of WIC Section 224.1, shall provide the core services as specified in the Core Services Matrix, Subparagraphs (A) to (E), inclusive, to eligible children consistent with active efforts pursuant to WIC Section 361.7 and in accordance to the Federal Indian Child Welfare Act (25 U.S.C. Sec. 1901 et seq.) (see Exhibit A-1, Reference Links), its historical significance, the rights of children covered by the act, and the best interests of Indian children as including culturally appropriate, child-centered practices that respect Native American history, culture, retention of tribal membership, and connection to the tribal community and traditions.

15.6.1 CONTRACTOR shall provide unique services to Indian children as identified in the NSP, in close collaboration with the CFT and the DCFS American Indian Unit in collaboration with COUNTY and in accordance with the federal Indian Child Welfare Act (ICWA) (see Exhibit A-1, Reference Links).

15.6.2 CONTRACTOR shall refer to the National Indian Child Welfare Association for further guidance at (see Exhibit A-1, Reference Links).

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**17.0 ADDITIONAL SERVICES AND SUPPORTS**

**17.1 Emergency Intervention Plan**

CONTRACTOR shall have an emergency intervention plan approved by CCLD that incorporates all of the requirements of Title 22, Division 6, Chapter 7.5, Sections 87095 and 87095.22.

17.1.1 All direct care staff, supervision staff, administrators or designees, facility social workers and any other treatment staff shall be trained in the procedures to activate the emergency intervention plan. If, after all relevant procedures of the emergency intervention plan have been exhausted, and the child needs an emergency psychiatric assessment for acute psychiatric hospitalization, the CONTRACTOR



shall contact DMH Access at **1-800-854-7771** and the COUNTY Worker.

17.1.2 CONTRACTOR shall abide by the requirements of HSC 1180-1180.6 (see Exhibit A-1, Reference Links) and Title 22, Chapter 7.5, Sections 87061(j)(6) & (7)(F), 87068.1(d), 87095.00(c), 87095.01, 87095.22, 87095.61, 87095.65, 87095.66, and 87095.68 regarding the use of seclusion and behavioral restraints.

**17.2 Tobacco, Alcohol, Drugs, and Illegal Substances**

CONTRACTOR shall ensure: 1) children are not exposed to smoking, second-hand smoke, including vaping and marijuana; 2) children under twenty-one (21) years of age are not permitted to use any tobacco, vaping, or marijuana products under any circumstances; 3) children are not to drink any alcoholic beverages under any circumstances; and 4) children are not to use narcotics, drugs, or illegal substances.

17.2.1 CONTRACTOR shall ensure staff, volunteers, or subcontracted employees do not smoke tobacco products, marijuana, and/or vape in any room or enclosed space.

17.2.2 CONTRACTOR shall document compliance with this section and take necessary corrective action to ensure compliance. "Second-hand smoke" and "Smoking" shall apply as defined in the Business and Professions Code Sections 22950.5(c) and (d).

**17.3 Child's Allowance and Earnings**

CONTRACTOR shall abide by the requirements outlined in Title 22, Division 6, Chapter 7.5, Section 87077, and adhere to their own Plan of Operation and Program Statement.

**17.3.1 Personal Allowance**

CONTRACTOR shall provide each child a base allowance appropriate to age and reasonably commensurate with peer group standards. The base amount shall not be less than the following amounts: \$7.00 (5-7 years); \$10.00 (8-10 years); \$13.00 (11-13 years); \$15.00 (14-15 years); \$18.00 (16-17); and \$25.00 (18-20 years) per week, starting with the first full week of placement. Allowances may be increased beyond the base amount according to a point/levels/rewards behavior management system as described in the CONTRACTOR's Plan of Operation and Program Statement.

17.3.1.1 CONTRACTOR shall increase personal allowances each and every time there is an Aid to Families with Dependent Children-Foster Care (AFDC-FC) rate and/or California Necessities Index (CNI) increase. The AFDC-FC rate

and/or CNI increase percentage must be equally applied to the personal allowance schedule. Personal allowances increases shall be applied and calculated based on any AFDC-FC and/or CNI increases.

- 17.3.1.2 CONTRACTOR shall maintain a log indicating the date, the amount of allowance a child receives, and the child's signature (when age appropriate) upon receipt of the allowance.
- 17.3.1.3 If a child is unable to handle money, the CONTRACTOR shall provide the child with assistance and instruction on how to handle money. Any unspent money must be deposited in the child's account or held in a secured place until the child is able to handle his/her money independently or shall accompany the child when the child's placement is terminated.
- 17.3.1.4 CONTRACTOR shall not substitute monetary allowances with non-monetary items such as clothing, food, and other items that the CONTRACTOR is required to provide.
- 17.3.1.5 CONTRACTOR shall not require a child to use his/her allowance or earnings to purchase items the CONTRACTOR is required to provide. These items include: 1) clothing; 2) personal care/hygiene items; 3) activities; 4) diapers, baby clothes, babysitter, etc., for child(ren) placed with a minor parent if the CONTRACTOR receives infant supplement money; 5) school supplies; and 6) meals.
- 17.3.1.6 The child's allowance, earnings, or other income may be applied toward other personal property above the basic services to be provided by the CONTRACTOR herein. Beyond supervision of spending for appropriateness, age, safety, and health, the CONTRACTOR shall permit the child to spend his/her allowance, earnings, and other income in accordance with the NSP and as the child desires.
- 17.3.1.7 The weekly monetary allowances shall not be withheld from the child by the CONTRACTOR.

**17.3.2 Child's Earnings**

CONTRACTOR and COUNTY Worker shall mutually agree on the method of securing a child's income and monitoring the child's use of funds, including the establishment of a bank account where appropriate. CONTRACTOR shall encourage children age fourteen (14) and older to save their earnings for Emancipation.

17.3.2.1 CONTRACTOR may apply monetary consequences in accordance to Title 22, Division 6, Chapter 7.5, Section 87026 and the Foster Youth Bill of Rights (see Exhibit A-1, Reference Links). The COUNTY's Youth Development Services Program incentive money is considered "income" to the child and shall not be withheld from the child by the CONTRACTOR.

17.3.2.1.1 CONTRACTOR shall maintain an account of monetary fines collected.

17.3.2.1.2 For Probation Wards only, Court ordered restitution may be withheld from earnings.

#### 17.4 **Clothing**

CONTRACTOR shall provide a regular monthly clothing allocation starting not more than thirty (30) days following the date of placement in the amount of at least \$70 to be spent on clothing. Donated clothing may supplement but not replace the \$70.

17.4.1 CONTRACTOR shall increase the clothing allowance each and every time there is an AFDC-FC rate and/or CNI increase. The AFDC-FC rate and/or CNI increase percentage must be equally applied to the clothing allowance. The clothing allowance increase shall be applied and calculated based on any AFDC-FC and/or CNI increases.

17.4.2 CONTRACTOR shall ensure that each child has the amount of clothing listed within the timeframes stated in the DCFS Clothing Standard (see DCFS Clothing Allowance Policy No. 0900-506.10 in Exhibit A-1, Reference Links).

17.4.3 After reaching the Clothing Standard, a child may decide to carry over any accrued amount of clothing allowance for use in the following months and can be spent on clothing, shoes, and accessories. If an expensive item(s) is desired that is not within the child's clothing allowance budget, the child may purchase the desired item(s) voluntarily using his/her own funds.

17.4.4 Any clothing allowance not spent must be deposited in the child's account and shall accompany the child when the child's placement is terminated.

17.4.5 Clothing shall fit according to industry size charts and shall never be too small or more than two sizes larger than actual measurements indicate. The clothing shall also be clean, in good condition, and appropriate for the intended use and season, including the school dress code. CONTRACTOR shall not provide used/second hand underwear or shoes. CONTRACTOR may use donations of new

clothing to meet the DCFS Clothing Standard (see DCFS Clothing Allowance Policy No. 0900-506.10 in Exhibit A-1, Reference Links). The child shall be involved in the selection of clothing based on the developmental level and gender expression of the child. The clothing is the property of the child and shall be retained by the child or his/her representative upon termination of placement. CONTRACTOR shall provide for laundry, dry cleaning, and mending of clothing in accordance with the Plan of Operation and Program Statement.

**17.4.6 Special Clothing Needs**

CONTRACTOR shall plan with a child and arrange for the purchase (as appropriate) of school uniforms, sports clothing, sports equipment, special occasion clothing, work uniforms, and other necessary items for dances, proms, employment interviews, and graduation.

**17.4.7 Clothing Storage and Security**

CONTRACTOR shall provide appropriate storage for the child's clothing. The COUNTY understands that clothing may disappear and that 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. CONTRACTOR shall report two or more instances of clothing loss in a six-month period to the COUNTY Worker.

**17.4.8 Clothing Inventory**

CONTRACTOR shall maintain for each child: 1) a written inventory of clothing; and 2) clothing receipts with a description of the item(s) purchased written on each receipt. CONTRACTOR shall update clothing inventories whenever clothing items are added from any source or removed for any reason from the child's clothing supply.

**17.4.9 Monthly Clothing Allowance Logs**

CONTRACTOR shall maintain logs which includes the date and amount of monthly clothing allowance the child receives. The log must also include the child's signature (when age appropriate), acknowledging receipt of the monthly clothing allowance.

**17.5 Cell Phones and Other Electronic Devices**

The CONTRACTOR must provide for safe storage of personal belongings, including cell phones and other electronic devices. The CONTRACTOR is not required to pay for the child's cell phone service, and may impose reasonable time limits and other rules for cell phone use. The CONTRACTOR may not, however, prohibit a child from possessing or using cell phones unless prohibited by the COUNTY Worker in collaboration with the CFT and as documented in the child's NSP. The CONTRACTOR shall document in the NSP any restrictions that would create a serious risk of

harm to the child and/or other persons. CONTRACTOR may and should apply the Prudent Parent standard to cell phone access and usage.

## **17.6 Linens, Hygiene, and Personal Care Items**

### **17.6.1 Linens**

CONTRACTOR shall: 1) supply each child sufficient clean face cloths, towels, and sheets; 2) provide clean and serviceable blankets and bedspreads; and 3) replace worn, torn or frayed face cloths, towels, sheets, blankets, bedspreads, and window treatment(s) as needed.

### **17.6.2 Hygiene and Personal Care Items**

CONTRACTOR shall: 1) supply each child, initially and replace as needed, with new personal hygiene and personal care items. These shall include the child's own toothbrush, toothpaste, comb and other hair-care items, shampoo, soap, deodorant, sanitary napkins, etc.; 2) offer each child choice among brands as long as the cost is reasonable; and 3) provide each child specific brands necessary for health reasons. CONTRACTOR shall monitor the use of all products in aerosol or glass containers.

17.6.2.1 Personal care/hygiene items and appropriate grooming shall be provided with consideration given to specific cultural and ethnic needs.

### **17.6.3 Life Book/Photo Album**

CONTRACTOR shall encourage and assist each child in creating and updating a life book/photo album (may be a digital album) of items that relate to childhood memories. If the child has not taken the life book with him/her, the CONTRACTOR shall provide the child's life book either to the COUNTY Worker at the time the child departs from the CONTRACTOR's care or, when the COUNTY Worker is not present, to COUNTY within three (3) business days of the time of the child's departure.

## **17.7 Transportation Services**

No child shall miss going to school, court, therapeutic, or medical appointments because the CONTRACTOR does not provide or arrange transportation.

CONTRACTOR shall provide or arrange transportation for children to participate in activities as agreed with the COUNTY in collaboration with the CFT and as identified in the NSP. These activities may include school, school-based sports, band, performing arts, clubs, ILP activities, teen clubs, place of child's employment, adoption-related events, visits with the family/relatives and prospective adoptive families, job training, cultural, extra-curricular and recreational activities, therapy, medical/dental appointments including sexual and reproductive health care and/or

education, religious service of the child or family's preference, sibling visits, etc. This can include teaching the child to take public transportation, and arranging transportation with other care providers or outreach advisors, ILP coordinators, COUNTY Workers, etc.

CONTRACTOR shall additionally provide transportation, to include transportation costs when applicable, as indicated in Exhibit B CONTRACTOR's Plan of Operation and Program Statement and in accordance with Title 22, Division 6, Chapter 7.5, Section 87074.

17.7.1 For probation children, CONTRACTOR shall make the necessary arrangements for transporting children to and from court hearings.

17.7.2 When transporting youth and NMDs for sexual or reproductive health care and/or education in accordance to Section 15.3.10.2 of this SOW, CONTRACTOR shall respect the youth and NMD's right to not disclose specifics regarding the appointments and their right to receive sexual and reproductive health services in a timely manner, from the provider of their choice, if payment is authorized under applicable Medicaid law.

**17.7.3 Requirements for Vehicles Used to Transport Children**

CONTRACTOR shall: 1) provide safe, insured vehicle(s) in compliance with the STRTP Master Contract, Part I, Section 6.0 to provide adequate transportation for children; and 2) abide by all applicable Federal and State laws and regulations in transporting children.

CONTRACTOR shall maintain records to verify that staff who transport the 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 children, are in compliance with the insurance coverage requirements set forth in the STRTP Master Contract, Part I, Section 6.0.

**18.0 PLACEMENT PROCESS (INTAKE AND DISCHARGE)**

CONTRACTOR shall comply with the intake and discharge requirements of Title 22, Chapter 7.5, Section 87068.1, 87068.11, and 87068.4.

18.1 Whenever possible the CONTRACTOR shall participate in the CFT for the initial and any subsequent placement transition to help determine the most appropriate placement for the child or NMD.

18.2 CONTRACTOR shall ensure non-discrimination on the basis of actual or perceived race, ethnic group identification, ancestry, national origin, tribal affiliation, color, religion, sex, sexual orientation, gender identity, mental or physical disability, or HIV status.

**18.3 Child and Adolescent Needs and Strengths (CANS) Assessment**

The CONTRACTOR's Treatment Team shall participate in the completion of the initial CANS assessment and shall be responsible for completing the reassessment every six (6) months. The CANS provides a structured assessment relevant to service planning and decision-making for the individual child/family and for the system of care.

18.4 All placement decisions will be made through the Interagency Placement Committee (IPC) in collaboration with the CFT. Whenever possible the CONTRACTOR shall actively participate in the IPC process to ensure the child is properly matched with the STRTP program.

18.4.1 CONTRACTOR shall have the capacity to function as the less restrictive placement option than inpatient hospitalization or a Community Treatment Facility. CONTRACTOR shall collaborate with the COUNTY to enhance placement capacity by being responsive, and accepting referred children for placement who meet the criteria of the CONTRACTOR's Program Statement. CONTRACTOR must consider all the information provided by the placing agency, the CFT and the IPC to determine if the STRTP can meet the referred child's needs. CONTRACTOR must additionally consider the compatibility of the needs of any other children already living in the STRTP to ensure there would be no threat to the health and safety of, or interfere with the effectiveness of the core services provided to, the referred child or the other children residing there. CONTRACTOR shall respond to all referrals within two (2) days. If a pre-placement interview is deemed necessary, it must be conducted within the two (2) business days of being notified of the referral by the COUNTY. The CONTRACTOR shall notify the COUNTY Worker, the assigned OHCMD Quality Assurance Section Monitor, and IPC via email within two (2) days of the child's acceptance.

18.4.2 If the CONTRACTOR determines that a referred child does not meet their criteria, the STRTP is unable to meet the needs of the referred child, the referred child is not compatible with the current population, or if the CONTRACTOR determines the referred child will pose a threat to the health or safety of, or interfere with the effectiveness of the core services provided to, that child or the other children residing there, the CONTRACTOR shall immediately notify the COUNTY Worker, the assigned OHCMD Quality Assurance Section Monitor, and IPC and provide an explanation in writing via email within two (2) days. The CONTRACTOR shall document their assessment and determination in their files.

18.4.3 If the CONTRACTOR is unable to meet the diverse needs of children requiring the STRTP level of care, despite active efforts of the CFT and an IPC to address barriers to placement, the CONTRACTOR

may be engaged by the COUNTY to determine whether the CONTRACTOR has demonstrated sufficient responsiveness, capacity, and experience to satisfactorily meet the County's needs.

18.4.4 CONTRACTOR shall comply with all COUNTY IPC protocols. Failure to adhere to the IPC protocols may result in further action as described in Exhibit N, Investigation/Monitoring/Audit Remedies and Procedures.

18.5 CONTRACTOR shall not place both DCFS and Probation children in the same STRTP facility unless the identified STRTP facility can meet the child's needs and the CONTRACTOR has written approval from both the COUNTY Worker and DPO for a dual jurisdiction child (WIC 300/600 status) pursuant to WIC 16514(c) and in accordance with CDSS ACIN No. I-75-16 (see Exhibit A-1, Reference Links).

18.5.1 CONTRACTOR must consider the safety and needs of children and public safety of the community.

**18.6 24/7 Intake**

CONTRACTOR shall provide intake services from 8 a.m. to 8 p.m. daily, including weekends.

18.6.1 CONTRACTOR shall provide dedicated phone number(s) with on-call staff available daily on holidays.

**18.7 Emergency Placements**

Emergency Placement services is an optional component of the STRTP. An Emergency Placement may occur when a child or non-minor dependent (NMD) is believed to meet STRTP criteria and requires placement within 48 hours prior to the determination by the IPC in accordance with WIC Section 11462.01(h); Title 22, Division 6, Chapter 7.5, Sections 87068.1(e); 87068.11(h); and DCFS Policy No. 0600-515.11 (see Exhibit A-1, Reference Links). Once IPC authorization is received, the placement is no longer considered an Emergency Placement.

Emergency placements are not limited to thirty (30) days. In some instances, the IPC or STRTP may determine that continued placement in the STRTP is not appropriate. If this occurs, the child may remain in the placement for the amount of time necessary to identify and transition the child to an alternative, suitable placement.

If CONTRACTOR accepts emergency placements, CONTRACTOR shall comply with Title 22, Division 6, Chapter 7.5, Section 87068.1(e) and the following:



18.7.1 CONTRACTOR shall only accept emergency placement referrals from the Emergency Shelter Care (ESC) program staff.

18.7.2 CONTRACTOR shall report the available number of beds daily to the ESC Program Manager or ESC monitor via email.

18.7.3 CONTRACTOR's on-call staff shall be available after-hours to accept placements 7 days a week, 24 hrs. a day. Intake processing may occur during the provider's regular hours and must be completed within seven (7) calendar days.

18.7.3.1 CONTRACTOR shall not require a Pre-Placement Interview with the child or NMD for an emergency placement.

18.7.3.2 CONTRACTOR shall collaborate with the assigned ESC monitor for emergency placements between 8 am to 10 pm and with the Emergency Response Command Post (ERCP) from 10 pm to 8 am.

18.7.4 When CONTRACTOR accepts emergency placement of a child or NMD, a written determination from a licensed mental health professional must be made within 72 hours of placement indicating the child or NMD requires the STRTP level of services in order to meet the child's/NMD's behavioral or therapeutic needs.

18.7.4.1 CONTRACTOR shall ensure all applicable STRTP program services begin immediately upon placement.

18.7.4.2 CONTRACTOR shall ensure a CFT meeting, IPC, and NSP are completed within thirty (30) days of placement. The 30-day timeline is not reset or altered if there is a replacement from one STRTP to another.

## 18.8 **Health and Education Passport (HEP) or Equivalent**

If the CONTRACTOR does not receive the HEP within thirty (30) days of initial placement or within forty-eight (48) hours of a replacement, the CONTRACTOR shall initiate the HEP as described in WIC Sections 16010 (see Exhibit A-1, Reference Links) and immediately report lack of receipt of the HEP to the DCFS Regional Administrator via email. If the Probation HEP is not provided at the time of placement, the CONTRACTOR shall follow the same procedure as for DCFS, but the CONTRACTOR shall notify the PAS OD.

18.8.1 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.

18.8.2 CONTRACTOR shall provide the updated HEP to the COUNTY Worker at the time a child departs from the CONTRACTOR'S program. If the COUNTY Worker is not present at the time of child's departure, the CONTRACTOR shall provide the HEP within forty-eight (48) hours to: 1) the COUNTY Worker or the COUNTY Worker's office for DCFS; or 2) PAS OD for Probation. CONTRACTOR shall update and be responsible for the HEP information only during the course of the placement.

**18.9 Initial Crisis Management Assessment**

CONTRACTOR shall conduct an assessment on each child before or as soon as possible after placement in accordance with Title 22, Chapter 7.5, Section 87068.1(d), including: 1) a child's advance directive regarding de-escalation or the use of seclusion or behavioral restraints; 2) identification of early warning signs, triggers, and precipitants that cause the child to escalate or become aggressive; 3) identification of techniques, methods or tools that would help the child control his/her behavior; 4) identification of pre-existing medical conditions, physical disabilities, or limitations that would place the child at greater risk during a restraint or seclusion; and 5) identification of any trauma history, including any history of sexual or physical abuse that the child feels is relevant.

**18.10 Declaration in Support of Access to Juvenile Records Form**

CONTRACTOR shall complete and submit the LAJUV010, Declaration In Support of Access to Juvenile Records Form (see Release of Confidential DCFS Case Record Information Policy No. 0500-501.20 in Exhibit A-1, Reference Links), in order for the COUNTY Worker to release any juvenile records. CONTRACTOR will ensure that only persons permitted by law have access to records.

**18.11 Orientation of New Children**

Within one business day of intake, the CONTRACTOR shall provide to, and discuss with, each new child in an age-appropriate manner, a comprehensive overview of the CONTRACTOR's program and procedures, including the following:

- a) Personal rights information in the LIC 613 B, Personal Rights form, the Foster Youth Bill of Rights, and WIC Section 16001.9 (see Exhibit A-1, Reference Links).
- b) For children 16 years of age or older, provide access to existing information regarding the available educational options, including, but not limited to, the coursework necessary for vocational and postsecondary educational programs, and information regarding financial aid for postsecondary education.
- (c) Overview of: 1) opportunities for achievement; 2) career/vocational and job training; 3) life-skills training; 4) recreation; 5) educational options; 6) religious, spiritual, or ethical development in the child's faith

or the faith of his/her parents' choice; 7) identification of child's STRTP social worker; 8) child's clothing and weekly allowances; 9) program rules including disciplinary practices and grievance/complaint procedures; 10) school attendance requirements including school dress code and academic expectations; and 11) discharge procedures.

18.11.1 CONTRACTOR shall also provide to, and discuss with, each new child in an age-appropriate manner, the Foster Youth Bill of Rights again in six (6) months from placement and every six (6) months thereafter to ensure understanding. CONTRACTOR shall have the child or the child's authorized representative sign an acknowledgement after completion of each review. CONTRACTOR shall retain copies of the acknowledgement in the child's records file, which shall be made available to COUNTY upon request.

18.11.2 CONTRACTOR shall provide to, and discuss with each child and their authorized representative the runaway plan.

18.11.2.1 If, during the discussion, it is determined that the child has a history of running away from placement or is identified as a Commercial Sexual Exploitation, then the CONTRACTOR's social worker and the child's authorized representative must develop an individualized plan for that particular child, taking into consideration the recommendation from the CFT in accordance to Title 22, Chapter 7.5, Section 87095.24(e)(1).

18.11.3 CONTRACTOR shall have the child or child's COUNTY Worker sign an acknowledgement of completion of the orientation and the receipt of written copies of personal rights, Foster Youth Bill of Rights, house rules, disciplinary practices, grievance/complaint procedures, and discharge procedures.

**18.12 Readmission of a Child after Discharge from a Medical or Psychiatric Hospitalization:**

CONTRACTOR shall readmit any child after discharge from a medical or psychiatric hospitalization. Exceptions to this rule are if: 1) the CONTRACTOR in consultation with the CFT mutually agree that the child's readmission jeopardizes the health and safety of that child or others in the facility; or 2) a mutual treatment decision is reached with the CFT not to return the child to the facility. CONTRACTOR shall immediately notify the child's COUNTY Worker of the decision not to readmit.

18.12.1 CONTRACTOR shall participate in CFT meetings for children in a psychiatric hospital when requested by COUNTY.

18.12.2 CONTRACTOR shall collaborate with the COUNTY Worker to discuss if a bed hold is necessary to determine if the child should return to the facility. The bed hold shall not exceed seven (7) days.

**18.13 Written Notice at Least Fourteen (14) Days Prior to Discharge**

CONTRACTOR shall provide notification to the COUNTY Worker and CFT at least fourteen (14) calendar days prior to their intent to discharge unless it is agreed upon at the CFT meeting that less notice is necessary. CONTRACTOR shall explore through the CFT process and document any interventions/remedies before replacement, including consideration of a move within the CONTRACTOR's placement facilities, if available. This section does not restrict the procedures for emergency replacement as outlined in Section 15.2.2 of this SOW.

18.13.1 The COUNTY and the CONTRACTOR mutually agree that the lack of stability in placement is harmful to children and that the goal of this section is to maximize communication to lead to increased stability for children. All reasonable efforts shall be made to stabilize a child's placement and to determine through the CFT process whether any additional services may be provided to the child without resorting to replacement.

18.13.2 Prior to discharging a child, the CONTRACTOR shall, for DCFS children, provide the DCFS Regional Administrator and the child's COUNTY Worker's Supervisor a Notice of Intent to Discharge, documenting efforts to stabilize the placement, including police calls and mental health services, in advance of any anticipated discharge. The Notice of Intent to Discharge for a DCFS child may be provided by email. For Probation children the CONTRACTOR shall: 1) provide oral notice to the PAS OD at (323) 730-4454 regarding Notice of Intent to Discharge; and 2) send the Notice of Intent to Discharge to the DPO of Record via email.

**18.14 Collection and Storage of Personal Belongings at Termination of Placement**

When a child is discharged, the CONTRACTOR shall ensure that the child's clothing and personal belongings accompany the child to the next placement. If the child runs away, the CONTRACTOR shall gather the child's belongings and notify the COUNTY Worker that the belongings are at the STRTP site. If the COUNTY Worker does not pick-up the belongings, the CONTRACTOR shall store them for up to ten (10) calendar days from the date of notification. After ten (10) days, the CONTRACTOR shall contact and inform the COUNTY Worker that the belongings will be mailed to the COUNTY Worker or his/her supervisor at COUNTY's expense unless an alternate plan is agreed upon.

18.14.1 For the Probation child, CONTRACTOR shall hold clothing and personal belongings for up to thirty (30) days and make diligent efforts to contact parents or guardians to pick them up.

18.14.2 The child's personal belongings during transition, should under no condition be placed in anything less than a suitcase or duffel bag.

**18.15 Discharge Summary**

CONTRACTOR shall prepare and submit a Discharge Summary (Exhibit A-10) to the Child's COUNTY Worker within 30 Days from the date the child's placement was terminated. The Discharge Summary shall include, but not be limited to, a closing summary of CONTRACTOR's records relating to the Child, including the type of placement to which the child was discharged (such as reunification with parent(s), relative, adoptive home, legal guardianship, licensed foster home, FFA certified home, small family home, another Short-Term Residential Therapeutic Programs, specified or specialized placement or hospital). A copy of Exhibit A-10 shall be retained in the child's records file and made available to COUNTY upon request.

**19.0 NEEDS AND SERVICES PLAN (NSP)**

CONTRACTOR shall comply with Title 22, Division 6, Chapter 7.5, Sections 87061(j)(4), 87065.2(c), 87068.1(c)(2), 87068.2, 87068.22, and 87068.3 when developing the child's NSP.

19.1 The DCFS 709 form, Foster Child Needs and Case Plan Summary (see DCFS Placement Responsibilities Policy No. 0100-510.61, Exhibit A-1, Reference Links), is to be used in the development of the NSP, but it is not to serve as the plan itself. Probation uses the PROB 1385, Probation Foster Care Case Plan, for the development of the NSP.

19.1.1 CONTRACTOR shall use the Provider NSP template (Exhibit A-11), and in accordance with Title 22, Division 6, Chapter 7.5, Sections 87061(j)(4), 87065.2(c), 87068.1(c)(2), 87068.2, 87068.22, and 87068.3.

19.2 The CONTRACTOR's social worker shall develop a comprehensive, individualized NSP, based upon the information provided by the COUNTY Worker, CFT, and the CONTRACTOR's initial assessment, by the 30<sup>th</sup> day of placement.

19.3 All required signatures, which shall at minimum include, the CONTRACTOR's Mental Health Administrator, the child (when age and developmentally appropriate) or NMD, and the child or NMD's assigned County Worker shall be obtained for all initial NSPs. In the event the CONTRACTOR is unable to meet this requirement, the CONTRACTOR shall provide documentation of all efforts and reasons for their inability to meet this requirement and attach to the NSP and maintain in the child's

case file. Efforts should include telephone calls and email correspondence and documentation should include date, time, and method of contact.

- 19.4 The completed initial NSP shall be submitted by the CONTRACTOR's staff to the placement worker by the 35<sup>th</sup> day from placement.
- 19.5 The NSP shall be updated/modified every thirty (30) days thereafter and within five (5) days submitted to the COUNTY Worker.
- 19.6 Updates/modifications to the NSP shall address: 1) the child's need for continuing services; 2) the need for (any) modification in services; and 3) the recommendation(s) of the CFT regarding the feasibility of the child's return to their home, placement in a resource family home, placement in another facility, or move to independent living.
- 19.7 All required signatures, which shall at minimum include, the CONTRACTOR's Mental Health Administrator, the child (when age and developmentally appropriate) or NMD and the child or NMD's assigned County Worker shall be obtained for all updated/modified NSPs. In the event the CONTRACTOR is unable to meet this requirement, the CONTRACTOR shall provide documentation of all efforts and reasons for their inability to meet this requirement and attach to the NSP and maintain in the child's case file. Efforts should include telephone calls and email correspondence and documentation should include date, time, and method of contact.
- 19.8 For Probation children, the NSP shall address the criminogenic needs as identified in the DPO's assessment, and outline specific goals that target the identified criminogenic needs. All goals must be measurable.
- 19.9 A child (if age appropriate) and the COUNTY Worker shall receive copies of the approved NSP and any modifications thereto.
- 19.10 **STRTP Treatment Team**  
CONTRACTOR shall provide a professional on-site treatment team. The treatment team shall be led by the CONTRACTOR's social worker or mental health professional in charge of developing NSPs. It shall also include the facility managers, and the childcare and supervision staff. In consultation with the CFT, the treatment team will define how every adult, in contact with a child, will intervene to help the child overcome the problems and achieve the goals specified in the NSP. The purpose of the treatment team is to coordinate this plan so that each adult, in contact with the child fully understands the plan, his/her part in it, and the nature of his/her intervention with the child.

## **20.0 VISITATION PLAN**

CONTRACTOR shall collaborate with the COUNTY Worker and CFT to develop a comprehensive family visitation plan in accordance with:

- a) the DCFS Family Visitation Policy No. 0400-504.00 (see Exhibit A-1, Reference Links);
  - b) the Juvenile Court Visitation Committee's Family Visitation Guidelines (see Exhibit A-1, Reference Links); and
  - c) the Title 22, Division 6, Chapter 7.5, Sections 87022.1(b)(13)(C), 87068.2(b)(6), 87072(d)(5), and 87087.3(a)(1).
- 20.1 CONTRACTOR shall at minimum follow the visitation frequency described in the following chart pertaining to face-to-face visits unless the Court orders or CFT recommends otherwise:
- (a) For 0-6 months, families should visit at least three times a week for 30-60 minutes.
  - (b) For 6-12 months, families should visit at least three times a week for one hour.
  - (c) For 1-4 years, families should visit at least twice per week for 1 ½ hours.
  - (d) For 5-15 years, families should visit at least once per week for two or more hours.
  - (e) For 16-18 years, there is no recommendation except the child's desires should be strongly considered in creating a Family Visitation Plan.
- 20.2 CONTRACTOR shall maintain a daily log of all visitors that includes the following information: 1) the COUNTY Worker (except On-Site DPOs); 2) the person they are visiting; and 3) the arrival and departure times.

**PART D: PERFORMANCE OUTCOME GOALS AND REQUIREMENTS SUMMARY**  
(Requires updates when information is available)

**21.0 SAFETY**

CONTRACTOR shall ensure a safe environment, which provides well-being and leads to permanency for each child. Specifically, the CONTRACTOR shall provide all services related to safety described in this Contract and SOW, including but not limited to Exhibit A-7, Safety Performance Outcome Summary. In addition, the CONTRACTOR shall meet or exceed the performance targets described in Exhibit A-7, Safety Performance Outcome Summary.

**22.0 PERMANENCY**

CONTRACTOR shall provide the necessary services to ensure permanency is achieved by facilitating safe and nurturing relationships, which will lead to reunification, adoption, or legal guardianship as described in this Contract and SOW, including but not limited to Exhibit A-8, Permanency Performance Outcome

Summary. In addition, the CONTRACTOR shall meet or exceed the performance targets described in Exhibit A-8, Permanency Performance Outcomes Summary.

### **23.0 ACCESS TO EFFECTIVE AND CARING SERVICES FOR WELL-BEING**

CONTRACTOR shall ensure children receive services as identified through the CFT in the spirit of the CPM to improve their level of functioning in the areas of education/career planning; transition and Emancipation preparation; physical, behavioral, social, and emotional well-being; and self-sufficiency as described in this Contract and SOW, including but not limited to Exhibit A-9, Access to Effective and Caring Services for Well-Being Performance Outcome Summary.



**FOSTER CARE PLACEMENT SERVICES MASTER CONTRACT**

**FOR**

**FOSTER FAMILY AGENCY**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**



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

**(CLICK HERE AND ENTER CONTRACT NUMBER)**

**CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) # 93.658**

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

**AND**

The Probation Department  
Placement Administrative Services  
9150 East Imperial Highway  
Downey, California 90242

Month 2019

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

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Exhibit C-3	LA County Annual Revenue and Expenditure Report FFA
Exhibit D	Contractor Acknowledgment and Confidentiality Agreement
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Exhibit S	Safely Surrendered Baby Law
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Exhibit U	County's Administration
Exhibit V	FFA Contractor's Administration
Exhibit W	Sample Report on Outside Employment
Exhibit W-1	Sample Report on Conflict of Interest

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

Foster Family Agency Master Contract for Foster Care Placement Services (hereinafter referred to as "Contract").

This Contract is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between

County of Los Angeles  
hereinafter referred to as "COUNTY"

and

Contractor \_\_\_\_\_  
hereinafter referred to as "CONTRACTOR".

**RECITALS**

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

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

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

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

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

WHEREAS, pursuant to the provisions of Welfare Institution Code (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, under the Catalog for Federal Domestic Assistance Number 93.658; and

WHEREAS, CONTRACTOR warrants that it possesses the competence, expertise and personnel necessary to provide such services, and understands for purposes of this contract considers itself a sub-recipient insofar as compliance with Office of Management and Budget (OMB) 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,

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



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

### **1.0 APPLICABLE DOCUMENTS**

- 1.1 This Contract and the Exhibits hereto, constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous Contracts, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, Section 5.0, Changes and Amendments and signed by both parties.
- 1.2 Exhibits A through A-12a, B, C through C-3, D through D-4, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, and W-1 set forth below, are attached to and incorporated by reference in this Contract.
- 1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, service, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, Statement of Work, and then Exhibits according to the following priority:

Exhibit A	Statement of Work (FFA)
Exhibit A-1	Reference Links
Exhibit A-2	Service Delivery Sites
Exhibit A-3	Criminal Record Exemption Notification
Exhibit A-4	Notification of Subsequent Arrest, Conviction, Probation or Parole Violation
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Exhibit A-12	Child Welfare History Review Form
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Exhibit V	FFA Contractor’s Administration
Exhibit W	Sample Report on Outside Employment
Exhibit W-1	Sample Report on Conflict of Interest

## 2.0 DEFINITIONS

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

- 2.1 “Aid to Families with Dependent Children-Foster Care (AFDC-FC)” – means foster care financial assistance paid on behalf of children in out-of-home placement who meet the eligibility requirements specified in applicable state and federal regulations and laws. The program is administered by DCFS.
- 2.2 “Allowable costs” – means that reported costs shall be allowable and reasonable as defined in federal statutes and regulations including 45 CFR Part 74, 45 CFR Part 1356, and in California CDSS MPP Section 11-402.8.
- 2.3 “Approved Resource Family Home” – means a family residence approved by a FFA and issued a Certificate of Approval by a FFA in accordance with the California Department of Social Services Community Care Licensing (CDSS CCL) Division, Title 22, Chapter 8.8 Foster Family Agencies, Article 9, Subchapter 1, Articles 1-7.
- 2.4 “Case Plan (DCFS)” – means 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) or Deputy Probation Officer (DPO) in partnership with the parent/guardian (whenever possible) and designed to reduce or eliminate the risk factor(s) which precipitated the referral to DCFS or Probation. It identifies a Case Plan goal (the desired outcome), objectives (the desired outcome of the successful completion of specified tasks), tasks/activities (for which a participant is accountable and the completion of which moves toward achievement of a specified Case Plan objective), the specific Services to be provided and time frames for completion of the objectives and goals. Case Plan goals include: Family Maintenance, Family Preservation, Reunification and Permanency Planning (Adoption, Legal Guardianship, and Long-Term Foster Care).

- 2.5 “Child” or “Children” – means any child, children or youth placed by COUNTY receiving Services from CONTRACTOR pursuant to this Contract, including non-minor dependents.
- 2.6 “Child and Family Team” or “CFT” – means a group of individuals who are convened by the placing agency and who are engaged through a variety of team-based processes to identify the strengths and needs of the child or youth and his or her family, and to help achieve positive outcomes for safety, permanency, and well-being.
- 2.7 “Children’s Social Worker” or “CSW” – means 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.
- 2.8 “Community” – for placement purposes means 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.
- 2.9 “Community Care Licensing Division” or “CCLD” – means 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.
- 2.10 “Contract” – means an agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Statement of Work.
- 2.11 “CONTRACTOR” – means the sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by Exhibit A, Statement of Work.
- 2.12 “Core Practice Model (CPM)” – means a process that is family centered, solution focused, trauma responsive, strength-based, team driven, and improves outcomes for children and families, prioritizes child safety by enabling stronger teamwork with children and families, grounded in strong community support through Engagement, Teaming, Assessment and Understanding, and Tracking and Adapting.
- 2.13 “Core Services and Supports” – means services made available to children either directly or secured through formal agreements with other agencies, which are trauma-informed and culturally relevant which includes: Specialty Mental Health Services; Transition Services; Education, Physical, Behavioral, Mental Health, and Extracurricular supports; Transition to Adulthood Services; Permanency Support Services; and Indian Child

Services.

- 2.14 “Corrective Action Plan” or “CAP” – means a document that serves as the CONTRACTOR’s commitment to remedy deficiencies in response to findings uncovered in investigations, as further described in Part I, Section 16.0, Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, Sub-section 16.1 and Exhibit N, DCFS Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures.
- 2.15 “COUNTY” – means the Department of Children and Family Services on behalf of the County of Los Angeles and its Board of Supervisors.
- 2.16 “County Contract Program Monitor” – means COUNTY representative responsible for the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
- 2.17 “County Program Director” – means COUNTY representative at the Division Chief level responsible for oversight of the contracted program.
- 2.18 “County Program Manager (CPM)” – means COUNTY representative responsible for daily management of contracted program operation and administering this Contract, consulting on policy, providing technical assistance and overall coordination and implementation of this Contract between the CONTRACTOR and COUNTY. (See Exhibit U, County’s Administration)
- 2.19 “County Worker” – For a DCFS-Placed Child, County Worker is a Children Social Worker (CSW). For Probation-Placed child, County Worker is a Deputy Probation Officer (DPO). County Worker is also a Department of Mental Health (DMH) professional.
- 2.20 “Court Appointed Special Advocate” or “CASA” – means a court appointed person who advocates for the Placed Child’s needs and best interests and provides the court with written recommendations.
- 2.21 “Day” or “Days” – means whether singular or plural, whether with initial letter capitalized or not, shall mean calendar days, and not business or workday, unless otherwise specifically stated.
- 2.22 “DCFS” – means COUNTY’s Department of Children and Family Services.
- 2.23 “Department of Mental Health” or “DMH” – The County of Los Angeles Department of Mental Health that, through its Children’s System of Care, provides services for emotionally disturbed children.
- 2.24 “Dependent Children” – A child who is within the jurisdiction of the Juvenile

Court under Welfare and Institutions Code, Sections 300(a), (b), (c), (d), (e), (f), (g), (h), (i), and (j). DCFS supervises Dependent Children.

- 2.25 “Deputy Probation Officer” or “DPO” - An employee of the Probation Department who provides direct supervision of youth on formal probation.
- 2.26 “Director” – means COUNTY’s Director of Children and Family Services or his or her authorized designee.
- 2.27 “Do Not Refer Status” or “DNR Status” – All new referrals to CONTRACTOR are suspended, as further discussed in Part I, Section 16.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, Sub-section 16.3, Do Not Refer Status, and Exhibit N, DCFS Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures.
- 2.28 “Do Not Use Status” or “DNU Status” – means all new referrals to CONTRACTOR are suspended, and all Placed Children are removed from CONTRACTOR’s facility(ies), as further discussed in Part I, Section 16.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, Sub-section 16.4, Do Not Use Status and Exhibit N, DCFS/Probation Foster Care Placement Contract Investigation/Monitoring/Audit Remedies and Procedures Agreement.
- 2.29 “Emancipation” – means successful passage of foster youth to adulthood, including becoming a responsible and contributing member of the Community.
- 2.30 “Emancipation Planning” – means 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.
- 2.31 “Expended Funds” or “Expended” or “Expenditures” – means AFDC-FC funds, received through this Contract that are subsequently spent by CONTRACTOR for the care and Services of Placed Children. Expended funds must be reasonable and allowable in accordance with Part I, Section 25.0 Use of Funds, Sub-section 25.3 of this Contract.
- 2.32 “Excess Payment” or “Payment Error” – shall be defined as any payment not considered an “Overpayment” the CONTRACTOR received they were not entitled to that the CONTRACTOR must return to the COUNTY.
- 2.33 “Federal Tax Exempt Status” – means the status of organization or agency that is exempt from Federal income tax under Section 501 (c) (3) of the Internal Revenue Code.
- 2.34 “Fiscal Year(s)” – means the twelve (12) month period beginning July 1<sup>st</sup> and

ending the following June 30<sup>th</sup>.

- 2.35 “Foster Care Funding and Rates Bureau” – means 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.
- 2.36 “Foster Care Payment Hotline” – means a telephone number that CONTRACTOR may call under circumstances described in this Contract (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.
- 2.37 “Foster Family Agency” or “FFA” – means any public agency or private organization engage in recruiting, approving, training of, and providing professional support to Resource Families who provide out-of-home care in a family home setting for the placement of children/youth, pregnant and parenting teens with children, and Non Minor Dependents (NMDs) who are supervised by DCFS and Probation and in need of care. FFAs will coordinate with DCFS and Probation Department to find homes and provide services and supports to Resource Families and to the placed children to the extent possible and authorized by local, state and federal law.
- 2.38 “Foster Family Agency Program Rates” – means the service rate levels payable to FFAs, as periodically established by the Department of Social Services, Foster Care Funding and Rates Bureau.
- 2.39 “Health and Education Passport” or “Black Binder (DCFS) or equivalent” – means the Health and Education Passport that is the summary of the health (including dental and mental health information) and educational information required by Welfare and Institutions Code Section 16010 (Exhibit A-1) that is to follow the child to all foster placements. DCFS created 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).
- 2.40 “Hold Status” – means a temporary suspension of referrals of children to CONTRACTOR by placing CONTRACTOR on Hold Status for up to a 45-day period at any time during investigations, as further defined in Part I, Section 16.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, Sub-section 16.2 of this Contract, and Exhibit N, DCFS Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures.

- 2.41 “Independent Living Program” or “ILP” – means 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.
- 2.42 “Manual of Policies and Procedures” – means the manual where all of the California Department of Social Services regulations are located.
- 2.43 “Monitor for Compliance” – means to review Resource Families 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.
- 2.44 “Multi-disciplinary Team” or “MDT” – means a group of health care providers and other professionals, including physicians, pediatricians, psychologists, clinical social worker, licensed vocational nurses, pediatric nurse practitioner, occupational therapist, and home visitor housed at the entry point to the Protective Services Child Health (PSCH) system who will jointly assess and develop a child health plan for each referred child (in conjunction with the CSW, a PHN, and, as appropriate, the child’s primary caregivers).
- 2.45 “Needs and Services Plan” – means a comprehensive, individualized, time limited, goal oriented plan, developed and implemented by CONTRACTOR identifying the specific needs of an individual Placed Child, including, but not limited to, those items specified in Title 22, Division 6, Chapter 5, Section 87068.2 and 87068.22, that delineates those Services necessary in order to meet the Placed Child’s identified needs.
- 2.46 “Overpayment” – AFDC-FC Overpayments are those payments defined and governed by the State Manual of Policies and Procedures (MPP) 45-304.1.11 as follows: “any amount of aid paid which a foster care service provider received on behalf of a child to which the provider was not entitled.”
- 2.47 “Placed Child” or “Placed Children” – means any child or children placed by the COUNTY receiving services from the CONTRACTOR pursuant to this Contract.
- 2.48 “Pool Rate” – means the rate of interest to be charged as determined by COUNTY’s Auditor-Controller.



- 2.49 "Program" – means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work.
- 2.50 "Probation" – means the COUNTY Probation Department.
- 2.51 "Probation Children" – A Child who is a ward of the Delinquency Juvenile Court under Welfare and Institutions Code, Section 601(a) or (b) or Section 602(a) or (b). Probation supervises Probation Children.
- 2.52 "Program Statement or "Plan of Operation and Program Statement"" – means a comprehensive description of the FFA's program, attached as Exhibit A-13, in effect during the term of this Contract, written in accordance with the Plan of Operation and Program Statement guidelines of CCLD.
- 2.53 "Real Property" – means Land and anything growing on, attached to, or erected on it.
- 2.54 "Resource Family" – means an individual or family that has successfully met both the home environment assessment and the permanency assessment criteria, as set forth in Section 16519.5 of the Welfare and Institutions Code, necessary for providing care for a child placed by a public or private child placement agency by court order, or voluntarily placed by a parent or legal guardian.
- 2.55 "Resource Family Approval Certificate" (LIC-05A an equivalent certificate) – means a document issued by the Foster Family Agency (FFA), which approves a Resource Family Home to care for children placed by a Child Welfare or Probation Agency to the extent possible and authorized by local, state and federal law. The certificate shall contain the following: (1) The name of the foster family agency; (2) Licensing Facility License Number; (3) The name(s) of the Resource Family; (4) The date of approval; (5) The capacity for which the Resource Family is approved; and (6) If applicable, any conditions placed on the approval pursuant to Section 88331.7(c).
- 2.56 "Resource Family Parent" – means the adult(s) residing in the home approved by a FFA to provide care and supervision to children.
- 2.57 "Service(s)" – means 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 Plan of Operation and/or Program Statement (Exhibit A-13).
- 2.58 "State" – means the State of California.
- 2.59 "Subcontract – means a contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.

- 2.60 “Subcontractor” – means an organization or individual that enters into a Contract 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.
- 2.61 “Team Decision Making” or “TDM” – is a process utilizing a multi-disciplinary team approach in working with children and their families.
- 2.62 “Title 22” – means the California Code of Regulations for community care facilities including Foster Family Agencies.
- 2.63 “Un-Expended Funds” or “Un-Expended” – means AFDC-FC funds received through this Contract, which are retained and not spent by CONTRACTOR. (See Part I, Section 25.0 Use of Funds, sub-section 25.3 of this Contract.)
- 2.64 “Youth Development Services” – includes but is not limited to: plans for emancipating youth, vocational training, work experience and educational opportunities.

### **3.0 TERM**

- 3.1 The term of this Contract shall be \_\_\_ months, commencing after execution by the Director of DCFS and Probation’s Chief Probation Officer, through June 30, 2020, unless terminated earlier or extended, in whole or in part, as provided in this Contract.
- 3.2 The COUNTY shall have the sole option to extend the Contract term for up to two additional 12-month periods and one additional 18-month period through December 31, 2023. Each such option and extension shall be exercised at the discretion of the Director of DCFS and the Chief Probation Officer; and extended by the Director of DCFS by written notice to the CONTRACTOR thirty (30) days prior to the expiration of the Contract term provided that approval of County Counsel is obtained prior to any such extension.
- 3.3 The term of this Contract may also be extended by the Director of DCFS by written notice to the CONTRACTOR thirty (30) days prior to the expiration of the Contract term, after County Counsel approval, for a period not to exceed six (6) months beyond the expiration of the then Contract term, if such additional time is necessary to complete the negotiation or solicitation of a new Contract.

## **4.0 PAYMENT RATE**

- 4.1 COUNTY and CONTRACTOR agree that payments referenced in this Contract are based on rates established by California DSS Foster Care Funding and Rates Bureau. During the term of this Contract, COUNTY shall compensate CONTRACTOR for the Services set forth in this Contract and in the Statement of Work (Exhibit A), for each Placed Child at the Foster Family Agency Program Rates, as further described in Part I, Section 7.0, Invoices and Payments.
- 4.2 CONTRACTOR shall submit to COUNTY a current budget for the work to be performed under this Contract. 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 State of California Department of Social Services FCR-12 FFA. 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.
- 4.3 Services and Rates

Payment to cover the costs of the care and supervision provided to foster teens and their non-dependent child(ren) placed in Whole Family Foster Homes will be higher than payment for FFA Homes that are not approved as Whole Family Foster Homes. The infant supplement rate paid for a non-dependent child placed with the minor dependent parent in a Whole Family Foster Home (WFFH) will be increased to the equivalent of the County's basic AFDC-FC rate for the age of the child. Additionally, the infant supplement payment in a WFFH where the caregiver and the minor dependent parent have developed a Shared Responsibility Plan (SRP) in collaboration with the county social worker shall be enhanced by an additional infant supplement payment of \$200. (If placement involves more than one non-dependent child, a SRP must be developed for each child to obtain the additional infant supplement payment for each child.) CONTRACTOR shall pass on to the Resource Family Parent the additional infant supplement payment to care for a nondependent child placed with the minor dependent parent in an approved home, where the Resource Family Parent and the minor dependent parent have an SRP.

## 5.0 GENERAL INSURANCE REQUIREMENTS

Without limiting CONTRACTOR's and COUNTY's mutual indemnification, and during the term of this Contract, CONTRACTOR shall provide and maintain, and shall require of all of its Subcontractors (except as noted in Part I, Section 6.0 Insurance Coverage Requirements, Sub-section 6.1) to maintain, the following programs of insurance specified in this Contract. 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.

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

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

Prior to commencing Services under this Contract, such certificates or other evidence shall:

- 5.1.1 Specifically identify this Contract.
- 5.1.2 Clearly evidence all coverages required in this Contract.
- 5.1.3 Contain a provision that COUNTY shall receive a written notice of cancellation or any change in required insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to COUNTY at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in required insurance may constitute a material breach of the Contract, in the sole discretion of the COUNTY, upon which COUNTY may suspend or terminate this Contract.
- 5.1.4 Include copies of the additional insured endorsement to the CONTRACTOR'S general liability, professional liability and Sexual misconduct liability policies, adding the County, its Special Districts, elected and appointed officers, employees, agents and volunteers as insured for all activities arising from this Contract.

- 5.1.5 Waiver of Subrogation: To the fullest extent permitted by law, the CONTRACTOR hereby waives its rights and its insurer(s)' rights of recovery against COUNTY under all the Required Insurance for any loss arising from or relating to this Contract. The CONTRACTOR shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.
- 5.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY. Such approval will not be unreasonably withheld.
- 5.3 Failure to Maintain Insurance: CONTRACTOR's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which COUNTY immediately may withhold payments due to CONTRACTOR, and/or suspend or terminate this Contract. COUNTY at its sole discretion may obtain damages from CONTRACTOR resulting from said breach. Alternatively, the COUNTY may, upon notice to the Contractor, purchase the Required Insurance, deduct the premium cost from sums due to CONTRACTOR or pursue CONTRACTOR reimbursement.
- 5.4 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY:
- 5.4.1 Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.
- 5.4.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Contract.
- 5.4.3 Any injury to a CONTRACTOR employee, which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-Employee Injury Report" to COUNTY Contract Manager.
- 5.4.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this Contract.
- 5.5 Compensation for COUNTY Costs: In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

5.6 Insurance Coverage Requirements for Subcontractors: CONTRACTOR shall ensure any and all Subcontractors performing services under this Contract, consistent with Part I, Section 6.0 Insurance Coverage Requirements, Sub-section 6.1, meet the insurance requirements of this Contract by either:

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

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

## 6.0 INSURANCE COVERAGE REQUIREMENTS

6.1 General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits equal to the maximum allowed under contractor's policy, or the following, whichever is greater:

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.

6.2 Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

6.3 Workers' Compensation and Employer's Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible.

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

6.4 Professional Liability: Insurance covering Contractor's liability arising from or

related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

6.5 For FFAs on COUNTY owned property:

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

6.6 Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of sexual nature.

## **7.0 INVOICES AND PAYMENTS**

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 Contract. A copy of the current rate letter shall be included as Exhibit A-15 of this Contract. 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. COUNTY requires CONTRACTOR to provide a voucher as a condition of payment pursuant to MPP 45-303.1 through 45-303.5. Failure to provide the voucher by the deadline set forth in the voucher statement, along with any information required, may result in delay of payment no later than fifteen (15) Days after the voucher information is submitted to COUNTY by CONTRACTOR. Failure to provide the required information may result in COUNTY not making payment. Vouchers for DCFS shall be sent to:

County of Los Angeles  
Department of Children and Family Services  
Attention: Revenue Enhancement Division  
Vendor Voucher Validation Unit  
P.O. Box 368  
Glendora, CA 91740-0368

- 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 an email confirmation from the County Worker. 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. COUNTY has the right to delay payment or not make payment, per MPP 45-303.2 through 45.303.5, inclusive, and condition CONTRACTOR'S payments on timely return of a voucher and the provision of requested information, by a date certain. Requested information can include, but not be limited to, reports that the child received care for the full month, date the child left placement, reason the child left placement and/or the number of days in the month the provider cared for the child. Delay in providing this information as set forth in Part I, Section 7.3, may result in delay of payment, not to exceed fifteen (15) Days from the date after the information is submitted to COUNTY, including relevant verifications, upon COUNTY request. The failure to provide required confirmation may result in COUNTY not making payment.

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 G) and emailing it to [cov71@dcfs.lacounty.gov](mailto:cov71@dcfs.lacounty.gov). 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. Interest charges pertaining to notification of incorrect specified payments, which are defined as Overpayments will be governed by MPP 45-305.3.33 and 45-306 inclusive. Interest on defined Overpayments shall be collected



and interest assessed as set forth in MPP 45-305.3.34 and MPP 11-402.66 inclusive, and any other related State regulations pertaining to the application of interest for Overpayments.

(Business Information Systems Division (BIS) is currently in the process of modifying The Foster Care Search System (FCSS) to allow Foster Care Services Contractors and non-contracted Foster Care Providers (FFA, STRTP, and ISFC-FFA) to submit their Foster Care payment discrepancies online).

- 7.6 COUNTY will resolve payment discrepancies within thirty (30) Days of receipt of the Payment Resolution Notification Form. COUNTY will provide CONTRACTOR with a 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.
- 7.7 If COUNTY identifies an Overpayment, governed by MPP 45-304 through 45-306 and 11-404, inclusive, COUNTY will comply with MPP 45-304.1.122 and 126. COUNTY will provide CONTRACTOR with State Form Notice of Action 1261 as required by MPP 45-305.1 and a voluntary repayment agreement for the overpaid amount identified by CONTRACTOR. The repayment agreement will be in compliance with MPP 45-305.2.231 (a) – (d).
- 7.8 In addition to the requirements in Exhibit A, Statement of Work, Part C, Program Services, Section 18.0 Placement Process (Intake/Discharge), Sub-section 18.10 Prior Authorization Required for Movement of Probation Children 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.
- 7.9 Excess Payments
  - 7.9.1 In the event that COUNTY identifies an excess payment made to CONTRACTOR including but not limited to excess payments for clothing allowance, and/or any other excess funds issued by COUNTY on behalf of Placed Children during the term or within five (5) years after expiration of this Contract or Contract extension, COUNTY will notify CONTRACTOR of such in writing. Upon receipt of such notice, CONTRACTOR and COUNTY shall attempt to resolve the discrepancy within thirty (30) Days. Within thirty (30) Days after the date of receipt of such notice, CONTRACTOR shall return the excess payment to COUNTY, execute a Contract to pay within another mutually agreed upon time frame, or register a notice of dispute with accompanying documentation to:

County of Los Angeles  
Department of Children and Family Services  
Attn: Administrative Services Manager III  
Fiscal Operations Division  
Special Payments Section  
425 Shatto Place, Room 301  
Los Angeles, CA 90020

- 7.9.2 In the event CONTRACTOR identifies an excess payment made by COUNTY, CONTRACTOR will notify COUNTY and, upon written confirmation by COUNTY of excess payment amount, CONTRACTOR will return all excess payments within thirty (30) Days to the address above (Exhibit Y, Overpayments).
- 7.9.3 In the event CONTRACTOR does not return payment, or enter into an agreement for payment on a mutually agreed upon time-frame within thirty (30) Days of resolution of payment discrepancy or register a dispute within thirty (30) Days of overpayment notice, COUNTY may place CONTRACTOR on DNR Status pursuant to Part I, Section 17.0, Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan.
- 7.9.4 If CONTRACTOR registers a notice of dispute pursuant to this Section, Sub-section 7.9, the Division Chief will evaluate the adequacy of the CONTRACTOR's written response. Within 25 calendar days of DCFS' receipt of CONTRACTOR's written response, DCFS will provide CONTRACTOR with DCFS' written response, which sets forth the required DCFS CAP. Should CONTRACTOR disagree with the contents of the CAP, CONTRACTOR shall submit a response to the DCFS CAP within 15 business days to DCFS Fiscal Monitoring Section. DCFS will review the CONTRACTOR's response to the DCFS CAP and issue a final required DCFS CAP within 5 calendar days. Should CONTRACTOR not comply with the Corrective Action Plan, DCFS may, in its sole discretion, exercise any and all remedies, including but not limited to placement of CONTRACTOR on Do Not Refer or Do Not Use Status.
- 7.9.5 Except as limited in Part I, Section 7.0 - Invoices and Payments, Sub-sections 7.9.4, 7.10 and 20.8, CONTRACTOR may appeal the final decision pursuant to Part I, Section 21.0 Dispute Resolution Procedures.

## 7.10 Overpayments

- 7.10.1 In the event that COUNTY or CONTRACTOR discovers a payment made to CONTRACTOR which can be defined as an Overpayment,

including but not limited to vouchers setting forth dates a child was not in placement but, for which CONTRACTOR was paid during the term or discovered within five (5) years after expiration of the contract or contract extension, COUNTY, after review of MPP 45-304.1.126 and 45-304.4, will issue CONTRACTOR a written State Form Notice of Action 1261 on collectible amount.

7.10.1.1 Thereafter, CONTRACTOR and COUNTY shall attempt to resolve the Overpayment prior to any informal or formal action taken by CONTRACTOR. If resolved voluntarily in favor of COUNTY, CONTRACTOR'S voluntary agreement to repay shall be in compliance with MPP 45-305.2.21 through 45-305.23.231 (a)-(b).

7.10.1.2 If not resolved voluntarily, COUNTY may institute involuntary collection remedies pursuant to MPP 45-305.3 and Overpayment recoupment actions required by MPP 45-304.3.

7.10.1.3 CONTRACTOR may request an informal hearing, a State fair hearing, or both, as provided pursuant to MPP 45-306.1 through .3, inclusive.

7.10.1.4 CONTRACTOR shall have thirty (30) Days from the date COUNTY mails the State Form Notice of Action 1261 to request the informal hearing. If the informal hearing is requested, COUNTY will conduct an informal hearing in accordance with the procedures set forth in MPP 45-306.1 through .2, inclusive.

7.10.1.5 CONTRACTOR, if forgoing an informal hearing, must request the State Fair hearing within ninety (90) Days from the date COUNTY mailed the State Form Notice of Action 1261.

7.10.1.6 If CONTRACTOR has requested an informal hearing and desires a State Fair Hearing, CONTRACTOR must request the State Fair Hearing within ninety (90) Days of the date that a written decision letter for the informal hearing is mailed that CONTRACTOR withdraws their request for an informal hearing, or that CONTRACTOR does not appear at the informal hearing, whichever is earlier.

7.10.1.7 Once due process has expired or administrative remedies are exhausted in favor of COUNTY, COUNTY may seek additional recourse for collection in compliance with MPP

45-304 through 45-306, inclusive, including interest and other remedies as set forth in the CONTRACT, by and between COUNTY and CONTRACTOR.

- 7.10.2 In the event CONTRACTOR does not return an Overpayment, governed by MPP 45-304 through 45-306 either under the terms of a voluntary agreement pursuant to MPP 45-305.2.23 -45-305.2.24 or 45-304.124 or under the terms of an involuntary repayment agreement after exhaustion of due process pursuant to MPP 45-304 through 45-306 and 11-402.66, inclusive, in favor of the COUNTY, COUNTY may place a DNR/DNU/HOLD under Section 17.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan. County shall provide a written notice of its intention to place CONTRACTOR on a Do Not Refer Status at least 15 days in advance.
- 7.10.3 In matters involving overpayments, governed by MPP 45-304 through 45-306 and if the amount is determined collectible, CONTRACTOR will have thirty (30) days from the date of COUNTY'S mailing of a State Form Notice of Action 1261, to request an informal hearing. The informal hearing process, if elected by CONTRACTOR, will be compliant with hearing procedures set forth in MPP 45-306.1 through 45-306.3. CONTRACTOR may, at its election, forgo an informal hearing and request a State Fair hearing within ninety (90) days from the date of COUNTY'S mailing of State Form Notice of Action 1261.
- 7.10.4 CONTRACTOR must comply with the required time periods to request a formal or informal hearing. Contractors' failure to timely request a formal or informal hearing as set forth in MPP 45-306.1 through 45-306.3 will result in the collection by COUNTY pursuant to MPP 45-304 through 45-305 and 11-402.66.
- 7.11 For overpayments, governed by MPP 45-304 through 45-306 CONTRACTOR shall submit payment after exhaustion of due process in favor of COUNTY, and which results in identification of the Overpayment, as defined in MPP 45-304.5.52, CONTRACTOR shall submit re-payment in conformity with the priority of repayment, including lump sum repayment, voluntary repayment terms or involuntary repayment terms, as set forth in MPP 45-305.2 and 45-305.3, inclusive, including referenced directions on methods of voluntary and involuntary collection and interest collection. Further, COUNTY may employ and implement CONTRACT actions as set forth in Part I, Sections 17.0 and 21.0 of this Contract.
- 7.12 With regard to overpayments, COUNTY shall be entitled to pre-judgment interest at the highest rate permitted by governing MPP 45-305.3.331 (a) and (b), MPP 45-305.3.332, MPP 45-305.3.34, or by any other applicable

law. With regard to underpayments, CONTRACTOR shall be entitled to pre-judgment interest at the highest rate permitted by law.

- 7.13 Provided that COUNTY shall remove all Placed Children on or prior to the expiration or other termination of this Contract, CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for Services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract. Notwithstanding the foregoing, if COUNTY does not remove a Placed Child from a Resource Family Home following termination of this Contract, COUNTY will pay based upon the Foster Family Agency Program Rates.
- 7.14 All notices will be sent in accordance with FFA contract Part I, Unique Terms and Conditions, Section 9.0 Notices.

## **8.0 BACKGROUND AND SECURITY INVESTIGATIONS**

- 8.1 For the safety and welfare of the children to be served under this Contract, CONTRACTOR shall, as permitted by law, ensure that its staff, employees, independent contractors, volunteers or subcontractors who may come in contact with children in the course of their work, undergo and pass a background investigation to the satisfaction of COUNTY as a condition of beginning and continuing to work under this contract. Such background investigation may include, but shall not be limited to criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the CONTRACTOR, regardless if the member of CONTRACTOR's staff passes or fails the backgrounds investigation.
- 8.2 If a member of CONTRACTOR's staff does not pass the background investigation, COUNTY may request that the member of CONTRACTOR's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. COUNTY will not provide to CONTRACTOR or to CONTRACTOR's staff any information obtained through the COUNTY's background investigation.
- 8.3 Disqualification of any member of CONTRACTOR's staff pursuant to this Sub-section shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

- 8.4 CONTRACTOR shall immediately notify COUNTY 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 children while providing services under this Contract when such information becomes known to CONTRACTOR.
- 8.5 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

## 9.0 NOTICES

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

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

AND

Probation Department  
Placement Permanency & Quality Assurance  
FFA Monitoring/Investigations  
11701 South Alameda Street, 2<sup>nd</sup> Floor  
Lynwood, CA 90262

Unless otherwise specifically provided in this Contract, all notices to CONTRACTOR shall be given in writing, by enclosing the same in a sealed envelope addressed to the intended party and by depositing such envelope with postage prepaid in the United States post Office or any substation or public letterbox. All notices to CONTRACTOR shall be sent to CONTRACTOR as indicated on Exhibit V, Contractor's Administration, or such other person and/or location as may hereinafter be designated in writing by CONTRACTOR.

- 9.2 All notifications from COUNTY enclosing an amendment or new or revised policy, procedure, protocol or exhibit to this Contract shall be sent by electronic mail and United States Postal Services (USPS) mail.
- 9.3 All written notifications from COUNTY regarding Corrective Action Plan, Hold, "Do Not Refer" or "Do Not Use" status shall be sent electronic mail and USPS mail.

## **10.0 CONFIDENTIALITY**

- 10.1 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.
- 10.2 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.
- 10.3 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 and must sign "Contractor Acknowledgment and Confidentiality Agreement" (Exhibit D).
- 10.4 CONTRACTOR shall inform all of its officers, employees, agents, and Resource Families providing services and care hereunder of the confidentiality provisions of this Contract. All employees and Resource Family Parents of CONTRACTOR who have access to confidential records and data must sign and adhere to the attached "Contractor Employee Acknowledgment and Confidentiality Agreement" (Exhibit D-1), and

“Resource Family Parent Acknowledgment and Confidentiality Agreement” (Exhibit D-4). CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to “Contractor Non-Employee Acknowledgment and Confidentiality Agreement” (Exhibit D-2). CONTRACTOR shall maintain in its files copies of such executed Agreements.

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

#### 10.6 Confidentiality Requirements for Probation

10.6.1 By State law (California Welfare and Institutions Code § 827 and 828, and Penal Code § 1203.05, and 1203.09 and 11140 through 11144) all juvenile records and Probation case information which is in the CONTRACTOR’S care and possession is confidential and no information relating to any adult or minor is to be in any way released to anyone except those authorized employees of the Los Angeles COUNTY Probation Department and law enforcement agencies.

10.6.2 Employees of CONTRACTOR shall be given copies of all cited code sections, and a form to sign Exhibit D-3, “Confidentiality of CORI”, regarding confidentiality of the information in the juvenile records. Copies of the form are to be sent to County Program Manager (Probation) within five (5) business days of start of employment.

### **11.0 COUNTY’S RESPONSIBILITY**

CONTRACTOR’S covenants and responsibilities under the Contract shall not be conditional upon COUNTY’S performance of the covenants contained in this Section 11.0 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.

11.1 COUNTY shall review for CONTRACTOR’S Plan of Operation and Program Statement and any Program Statement Amendments during the term of the Agreement. In addition, COUNTY shall have the right to monitor, including but not limited to review and audit CONTRACTOR for compliance with this Agreement, Statement of Work, and all applicable rules and regulations



related to FFAs. 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.

- 11.2 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 Part I, Section 10.0 Confidentiality, in the body of this Contract.
- 11.3 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 E, Statement of Dangerous Behaviors and CDSS CWS Manual, Section 31-405.
- 11.4 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.
- 11.5 The CSW shall acknowledge that an orientation discussion with the Placed Child and the CSW was completed and the child or the child's authorized representative sign an acknowledgement of completion of the orientation and the items designated in SOW, Part C, Section 18.0 Placement Process (Intake/Discharge), Sub-Section 18.11 Orientation of Newly Placed Children.
- 11.6 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.

- 11.7 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-1).
- 11.8 The CSWs shall work cooperatively with CONTRACTOR to provide input to and approval of the Needs and Services Plans and updates in accordance with LIC 613B in SOW, Part C, Section 18.0 Placement Process (Intake/Discharge), Sub-section 18.11 Orientation of Newly Placed Children.
- 11.9 The CSWs shall include written reports from CONTRACTOR in the next court report.
- 11.10 The CSW shall provide CONTRACTOR with a copy of each court report to the extent permitted by confidentiality laws.
- 11.11 COUNTY will monitor for CONTRACTOR's compliance with State laws, regulations and policies applicable to the visitation of children in placement.
- 11.12 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.
- 11.13 CSW shall provide CONTRACTOR with a copy of the court authorization for psychotropic medication, when applicable, within one day of initial placement.

## **12.0 DESCRIPTION OF SERVICES**

- 12.1 CONTRACTOR covenants and agrees to provide all Services as described in this Contract and set forth in the Statement of Work (Exhibit A) of this Contract. CONTRACTOR shall provide such Services to each Placed Child in accordance with CONTRACTOR's Plan of Operation and Program Statement (Exhibit A-13). CONTRACTOR warrants that it possesses the competence, expertise and personnel necessary to provide such Services.
- 12.2 CONTRACTOR has submitted a Plan of Operation and Program Statement to COUNTY in accordance with the Program Statement Guidelines of CCLD. CONTRACTOR's Plan of Operation and Program Statement will include, but is 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 Contract will be evaluated in part based on CONTRACTOR's Program Statement.

- 12.3 COUNTY may, during the term of this Contract, request that CONTRACTOR make revisions to its Program Statement by notifying CONTRACTOR in writing thirty (30) days in advance of any proposed changes. Also, CONTRACTOR shall submit a revised Program Statement to COUNTY at any time during the term of this Contract when CONTRACTOR makes changes to the program. COUNTY shall review such Program Statement revisions for approval, and once accepted by COUNTY, CONTRACTOR's revised Plan of Operation and Program Statement shall become a part of this Contract as Exhibit A-13 in accordance with Part II, Section 5.0, Changes and Amendments.
- 12.4 Nothing herein establishes a right of CONTRACTOR to the placement of children by COUNTY, or of the continued placement of children by COUNTY.
- 12.5 CONTRACTOR shall allow County Worker to visit, interview, and conduct case planning with youth when necessary.

### **13.0 STATE LICENSE**

- 13.1 The CONTRACTOR shall maintain a FFA license issued by the California Department of Social Services, CCL Division, throughout the term of the Contract. A copy of the current license shall be included in the Program Statement.
- 13.2 The CONTRACTOR shall obtain a copy of the Resource Family Approval (RFA) Implementation Plan Letter issued by the California Department of Social Services (CDSS) Community Care Licensing Division (CCLD). The CONTRACTOR shall submit copy of the RFA Implementation Plan Letter through ePSSS portal. If the Prospective Contractor has CCLD RFA Implementation Plan Letter via a Memorandum of Understanding (MOU) for RFA Services from another FFA with an Adoption License, CONTRACTOR shall also obtain a complete copy of the executed MOU. The CONTRACTOR shall submit a copy of the MOU through ePSSS portal for Program Manager's review and approval.
- 13.3 The CONTRACTOR shall provide Services pursuant to the approved Program Statement. If planning to add or remove additional offices during the term of the Contract, the CONTRACTOR shall notify the COUNTY Program Manager prior to the placement of and/or serving Placed Children from the additional office(s). Contractor's decision to pursue licensing of additional offices from CCLD does not ensure placements from the County.

### **14.0 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 Contract. CONTRACTOR shall not charge or receive fees or payments from any child or his/her family or guardian for children referred to CONTRACTOR pursuant to this Contract who are not accepted for placement.

## **15.0 OTHER SOURCES OF INCOME**

- 15.1 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  
Attention: Deposit Unit  
425 Shatto Place, Room 204  
Los Angeles, CA 90020

CONTRACTOR shall work with COUNTY to ensure future income payments are paid directly to COUNTY by the payer.

- 15.2 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.
- 15.3 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.

## **16.0 HOLD STATUS, DO NOT REFER STATUS, DO NOT USE STATUS, CORRECTIVE ACTION PLAN**

COUNTY may, during the normal course of its monitoring or investigation, place CONTRACTOR on Hold Status, Do Not Refer (DNR) Status and/or Do Not Use (DNU) Status, when the COUNTY reasonably believes, in its sole discretion, that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or noncompliance with a significant administrative/fiscal/programmatic requirement of the Contract. The local agency procedures referred to in Sub-sections 17.2, 17.3, and 17.4 below are internal DCFS/Probation procedures and are entitled, respectively, Hold Status, Do Not Refer Status, and Do Not Use Status. DCFS/Probation may vary from the current protocol and procedures when such variance is required to protect the health and safety of Placed Children. A copy of the COUNTY's current policies and procedures is attached herein as Exhibit N, DCFS/Probation Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures.

## 16.1 Corrective Action Plan (CAP)

When DCFS reasonably determines in its sole discretion, that a CONTRACTOR's deficiencies are amenable to correction, DCFS may require CONTRACTOR to provide a Corrective Action Plan and DCFS and CONTRACTOR may enter into a Corrective Action Plan. A CAP shall serve as CONTRACTOR's commitment to remedy such deficiencies. The CAP procedures are further discussed in Exhibit N, DCFS Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures.

16.1.1 Notwithstanding the above, Audit Remedies and Procedures which require a CAP to include repayment of Overpayments, governed by MPP 45-304 through 45-306 inclusive, will be included in the CAP after COUNTY's review of MPP 45-304.126, if appropriate. CONTRACTOR will be provided with State Form Notice of Action 1261. The voluntary agreement to repay an Overpayment by CONTRACTOR, set forth in a CAP shall be in compliance with MPP 45-305.2.23. If CONTRACTOR disputes the Overpayment, COUNTY's additional contract remedies available for a CAP including, but not limited to, those remedies described in Part I, Section 17.0 Hold Status, Do Not Refer Status, Do Not Use Status and Corrective Action Plan, if the issue in dispute is solely the repayment of the identified Overpayment, governed by MPP 45-304 through 45-306, inclusive, will be contingent on: a) exhaustion of due process in favor of COUNTY, and CONTRACTOR fails to repay the Overpayment; and/or, b) a voluntary or involuntary agreement to repay the Overpayment exists with COUNTY, and CONTRACTOR fails to repay the Overpayment pursuant to the voluntary or involuntary agreement.

16.1.2 However, when any other additional disputes exist, either solely or in addition to the Overpayment issues, COUNTY may employ the use of contract remedies as described in Part I, Section 17.0 Hold Status, Do Not Refer Status, Do Not Use Status and Corrective Action Plan above, as it pertains to non-Overpayment, regardless of the Overpayment being in dispute and any outstanding due process or administrative remedies which may exist for a disputed Overpayment.

## 16.2 Hold Status

Notwithstanding any other provision of this Contract, COUNTY retains the right to temporarily suspend referrals of children to CONTRACTOR by placing CONTRACTOR on Hold status, for up to a 45-day period at any time during investigations or monitoring 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 Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Sub-section 17.1 above, and as further described in Exhibit N, DCFS Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures.

16.2.1 Notwithstanding the above, COUNTY may also elect to employ a Hold status (Sub-section 17.2), unless child safety is at issue, involving Overpayments only after compliance with MPP 45-304 through 45-306 inclusive, under circumstances where CONTRACTOR has failed to repay COUNTY per voluntary agreement (MPP 45-305.2.21 through 45-305.2.24), failed to repay per voluntary agreement pursuant to MPP 45-304.1.124, or failed to voluntarily repay COUNTY and after exhaustion of due process in COUNTY's favor (MPP 45-304.51 through 45-304.52).

16.2.2 COUNTY retains the right to impose a Hold status on individual approved resource homes at any time during investigations, auditing or monitoring when based on prima facie evidence, DCFS reasonably believes, in its sole discretion, that the Resource Family Parent has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the a Resource Family Parent in issues of abuse or neglect; there is serious risk of abuse or neglect; or noncompliance with a significant requirement of this Contract for which the Resource Family Parent(s) failed to ensure protection, care, and safety of placed children.

16.2.2.1 As Resource Families are approved with CONTRACTOR, it is CONTRACTOR's responsibility to submit de-certification for cause notices to COUNTY, pursuant to Section 13.0 Resource Families in the event of a Hold status. COUNTY shall remove, or cause to be removed, all Placed Children from the Resource Family Parent's(s') care. CONTRACTOR shall not direct Resource Family Parent to contact COUNTY in the event of an imposed Hold action on a Resource Family Parent. Further, as this Foster Care Agreement is with CONTRACTOR, Resource Families, in such event a Hold status is imposed, no DCFS local agency grievance policies and procedures will occur.

16.2.2.2 Under warranted circumstances, a Hold Status may be rescinded, on a Resource Family Parent as provided in

Exhibit N, DCFS Foster Family Agency Contract  
Investigation/Monitoring/Audit Remedies and Procedures.

16.3 Do Not Refer Status

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

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

16.3.1 Notwithstanding the above, COUNTY may also elect to employ a DNR status (Sub-section 17.3), unless child safety is at issue, involving Overpayments only after compliance with MPP 45-304 through 45-306 inclusive, under circumstances where CONTRACTOR has failed to repay COUNTY per voluntary agreement (MPP 45-305.2.21 through 45-305.2.24), failed to repay per voluntary agreement pursuant to MPP 45-304.1.124, or failed to voluntarily repay COUNTY and after exhaustion of due process in COUNTY's favor (MPP 45-304.51 through 45-304.52).

16.4 Do Not Use Status

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

for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Sub-section 17.1 above, and as further described in Exhibit N, DCFS Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures.

Under unique, warranted circumstances, a DNU Status may be rescinded, as provided in Exhibit N, DCFS Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures.

16.4.1 Notwithstanding the above, COUNTY may also elect to employ a DNU status (Sub-section 17.4), unless child safety is at issue, involving Overpayments only after compliance with MPP 45-304 through 45-306 inclusive, under circumstances where CONTRACTOR has failed to repay COUNTY per voluntary agreement (MPP 45-305.2.21 through 45-305.2.24), failed to repay per voluntary agreement pursuant to MPP 45-304.1.124, or failed to voluntarily repay COUNTY and after exhaustion of due process in COUNTY's favor (MPP 45-304.51 through 45-304.52).

## 16.5 Notice Requirements

COUNTY will notify CONTRACTOR in writing within 72 hours of DCFS'/Probation's decision to place CONTRACTOR on Hold or intention to implement Do Not Refer or Do Not Use Status. Verbal notification of such actions will be provided prior to or at the time of CONTRACTOR's placement on Hold/DNR/DNU Status to the extent possible. To the extent possible and reasonable, and without interfering with any law enforcement investigation, and consistent with statutes and regulations related to confidentiality laws, notification will include the reason(s) for placing CONTRACTOR on Hold Status, or implementing Do Not Refer or Do Not Use Status.

COUNTY will notify CONTRACTOR in writing 15 days prior to DCFS'/Probation's intention to place CONTRACTOR on Hold for Administrative reasons (except insurance provisions). COUNTY will notify CONTRACTOR in writing within 72 hours prior to DCFS'/Probation's intention to implement Do Not Refer or Do Not Use Status related to Administrative reasons (except insurance provisions). Verbal notification of such actions will be provided prior to or at the time of CONTRACTOR'S placement on Hold/DNR/DNU Status to the extent possible. To the extent possible and reasonable, and without interfering with any law enforcement investigation, and consistent with statutes and regulations related to confidentiality laws, notification will include the reason(s) for placing CONTRACTOR on Hold Status.

When DNR or DNU Status is recommended, the written notification letter will also invite CONTRACTOR to participate in a Review Conference (as



described in Exhibit N, DCFS Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures) to discuss the COUNTY's decision and include a deadline by which the CONTRACTOR must indicate its intent to participate in the Review Conference (please refer to Exhibit N, DCFS Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures).

#### 16.6 Disagreement with Decision

Other than overpayment determinations subject to MPP 45-304 through 45-306 inclusive, CONTRACTOR may challenge the COUNTY action in accordance with DCFS/Probation local agency policies and procedures (please refer to Exhibit N) then in effect, and thereafter, CONTRACTOR may appeal through the dispute resolution procedures described in Part I, Section 21.0 herein.

#### 16.7 Termination Hold Status

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

### **17.0 FINANCIAL REPORTING**

This section may be changed, updated or amended to incorporate The California Department of Social Services (CDSS) Financial reporting and cost reporting forms for Foster Family Agencies as identified in the Interim Licensing Standards or in All County Letters, Information Notices, Foster Care Audits and Rates Letters or other notices issued by CDSS.

17.1 CONTRACTOR shall report annual revenues and expenditures on the Annual Revenue and Expenditure Report (Exhibit E). This report will require sign-off, under penalty of perjury, by CONTRACTOR's Chief Executive Officer, or Chief Financial Officer or CONTRACTOR's Administrator, as defined in the Interim Licensing Standards, Title 22, Division 6, Chapter 8.8, Foster Family Agencies, Articles 9, and Subchapter 1, Section 88264, and as updated by the California Department of Social Services).

17.2 The Annual Revenue and Expenditure Report shall submitted to the County 120 days following the close of the CONTRACTOR's Fiscal Year.

- 17.3 If the Contract starts on a date other than the beginning of the Contractor's Fiscal Year, then the initial report shall be for a period less than twelve (12) months, ending on the last day of the Contractor's fiscal year.
- 17.4 In the event that the Annual Revenue and Expenditure Report is not timely submitted, the COUNTY may take action, pursuant to policies and procedures outlined in Part I, Section 17.0. In the event the "Notice of Intent to Place on Administrative Hold status is implemented, the COUNTY shall notify CONTRACTOR in writing within ten (10) days prior to such status being used.
- 17.5 The Contractor's Annual Revenue and Expenditure Report, shall include a copy of the required State of California Department of Social Services Total Program Cost Display (Form FCR 12 FFA).

#### 17.5.1 Submission of IRS and EDD Transcripts

CONTRACTOR shall submit to COUNTY a true and correct and complete copy of its Internal Revenue Service (IRS) and Employment Development Department (EDD) Account Transcripts showing each of its quarterly IRS Form 941 and EDD Form DE-9 filings (hereafter "IRS and EDD Transcripts"). CONTRACTOR shall submit its IRS and EDD Transcripts in a timely fashion, as set forth in this Contract, and time shall be of the essence with regard to the submission of the IRS and EDD Transcripts to the COUNTY.

17.5.1.1 CONTRACTOR shall submit to the COUNTY its IRS and EDD Transcripts which includes its IRS Form 941 and EDD Form DE-9 filings, filed during the first and second quarters of the calendar year, not later than September 30, of the year in which the IRS Form 941 and EDD Form DE-9 were filed.

17.5.1.2 CONTRACTOR shall submit to the COUNTY its IRS and EDD Transcripts which includes its IRS Form 941 and EDD Form DE-9 filings, filed during the third and fourth quarters of the calendar year, not later than March 31, of the year immediately following the year in which the IRS Form 941 and EDD Form DE-9 were filed.

17.5.1.3 In the event CONTRACTOR does not file the IRS Form 941 and EDD Form DE-9 during a quarter, CONTRACTOR shall submit to the COUNTY, in addition to the transcripts identified in 17.5.1.1 and 17.5.1.2, a true and correct copy of its Internal Revenue Service Verification of Nonfiling ("IRS VN") and Employment Development Department

Employer Account Statement (“DE-2176”).

- 17.5.1.4 CONTRACTOR shall submit its IRS and EDD Transcripts, and any IRS VN and EDD DE-2176 by mail, addressed as set forth below:

Department of Children and Family Services  
Contracts Administration Division  
Compliance Section-Fiscal  
3530 Wilshire Boulevard, 5<sup>th</sup> Floor  
Los Angeles, CA 90010

- 17.5.1.5 CONTRACTOR and COUNTY agree that each and every IRS and EDD Transcript and IRS VN and EDD DE-2176 submitted to the COUNTY, or which should have been submitted by CONTRACTOR to the COUNTY pursuant to the terms of this Contract, is incorporated by reference into this Contract and the parties shall not assert that any such document constitutes parole evidence.
- 17.5.1.6 CONTRACTOR and COUNTY agree that the copies of each and every IRS and EDD Transcript and IRS VN and EDD DE-2176 submitted to the COUNTY pursuant to the terms of this Contract shall become the property of the COUNTY.
- 17.5.1.7 CONTRACTOR understands and acknowledges that COUNTY is subject to the provisions of the California Public Records Act; consequently, every IRS Transcript and EDD Transcript and IRS VN and EDD DE-2176 submitted to the COUNTY pursuant to the terms of this Contract becomes a matter of public record, with the exception of those parts of each submitted document which are specifically identified, and plainly marked, by the CONTRACTOR, at the time of submission to the COUNTY, as exempt from disclosure pursuant to the provisions of the California Public Records Act. For purposes of this Contract, parts of each submitted document are not specifically identified and plainly marked unless they specifically identify the legal authority and operative facts which exempt the part from disclosure pursuant to the California Public Records Act.

17.5.1.8 CONTRACTOR and COUNTY agree that the COUNTY shall not, in any way, be liable or responsible for the disclosure of any IRS and EDD Transcripts, IRS VN and EDD DE-2176, or any part of any IRS and EDD Transcripts or IRS VN and EDD DE-2176, if disclosure is required or permitted under the California Public Records Act or otherwise by law.

17.5.1.9 CONTRACTOR and COUNTY agree that a blanket statement of exemption, confidentiality or the marking of each page of an IRS Transcript and EDD Transcript or IRS VN and EDD DE-2176 as exempt or confidential shall not be sufficient to exempt the IRS and EDD Transcripts, IRS VN and EDD DE-2176, or any portion thereof, from disclosure by the COUNTY. The CONTRACTOR must specifically label only those portions of the IRS and EDD Transcripts or IRS VN and EDD DE-2176 which are exempt from disclosure pursuant to the California Public Records Act and provide a citation to the legal authorities which render the portion exempt from disclosure.

17.6 The Annual Revenue and Expenditure Report and total program cost display shall be mailed to: (This may be changed to a web portal for electronic submission by the Contractor's)

Department of Children and Family Services  
Contracts Administration Division  
Fiscal Compliance Section  
Attn: Annual Revenue and Expenditure Report  
3530 Wilshire Boulevard, 5th Floor  
Los Angeles, CA 90010

All use of funds must be in compliance with 2 Code of Federal Regulations (2 CFR) 1.100 title 1, part 1, section 100 or in 2 CFR Part 200, and as in the California Welfare and Institutions Code and in the current version of the California Manual of Policies and Procedures.

## **18.0 REPORTING REQUIREMENTS**

18.1 The CONTRACTOR shall prepare and submit a report in each instance enumerated in Part I, Section 5.0 General Insurance Requirements, Sub-section 5.4, Notification of Incidents, Claims or Suits.

18.2 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.

- 18.3 CONTRACTOR shall: (1) maintain copies of the Board of Directors' minutes in a readily accessible location; (2) provide COUNTY with copies of Board of Directors' minutes within 24 hours of request by COUNTY, except when the minutes requested describe a meeting that occurred during the past 45 days; (3) for minutes from a meeting that occurred within 45 days of COUNTY's request, provide the COUNTY with a copy of those minutes within 3 days of the request; and (4) report in writing all changes of membership, and officers of the Board of Directors, to the Program Manager(s) within one week of such changes (whether or not COUNTY requests information on such changes).
- 18.4 CONTRACTOR shall report in writing to the Program Manager all administrative changes, including but not limited to: changes to the Board of Directors and its officers within one week of such changes, whether or not COUNTY requests information on such changes; and any changes to CONTRACTOR's name, corporate or facility address, Contact Person(s), or Contractor's Authorized Officials.
- 18.5 CONTRACTOR shall maintain, and provide to the County as requested, an Annual Report listing all Outside Employment Activities Exhibit W, for all Contractor's employees. If Contractor uses independent contractors to provide case management, social work, or any other services to children and families described in this contract, those independent contractors should be included in the Report on Outside Employment Activities. Contractor's employees and Independent contractors shall certify the accuracy of the information provided on the Report on Outside Employment Activities.
- 18.5.1 Contractor shall maintain, and provide to the County as requested, an Annual Report on Conflict of Interest Exhibit W-1, for all Contractor's Corporate Officers, Board of Director's members, and volunteers. Contractor's Corporate Officers, Board of Director's members, and volunteers shall certify the accuracy of the information provided on the Report on Conflict of Interest.

## **19.0 RECORDS AND INVESTIGATIONS**

- 19.1 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; and the relevant provisions in this Contract, including this Section 19.0, and CONTRACTOR's Plan of Operation and Program Statement (Exhibit A-13). Such records shall include, but not be limited to, placement and termination documents, medical and dental records, a record of court orders allowing psychotropic medication, Placed Children's financial records (clothing, allowances, earnings, medical expenses, etc.), diagnostic evaluations and

studies, Placed Child interviews, special incident reports, social worker progress notes (including treatment, school, extracurricular activities at school or in the Community, etc.), and notes on Services provided by the various professional and paraprofessional staff (treatment, recreation, child care, etc.). The records shall be in sufficient detail to permit an evaluation of Services provided. The information in the Placed Child's record, maintained at CONTRACTOR's offices, shall be confidential, kept in a locked file, and made available only to selected staff who require it for Needs and Services planning.

- 19.2 CONTRACTOR shall maintain accurate and complete financial records of all its activities and operations relating to this Contract in accordance with generally accepted accounting principles and which meet the requirements for contract accounting described in Auditor-Controller Contract Accounting and Administration Handbooks, Exhibit C-1 (for FFA). CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract.
- 19.3 CONTRACTOR shall maintain and retain records on each Resource Family Home and Resource Family 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.
- 19.4 All records described in Sub-sections 20.1 through 20.3 hereof, supporting documents, statistical records, and all other records pertinent to performance of this Contract, including, but not limited to, all timecards and other employment records and confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County or contiguous county and shall be made available to COUNTY, State or Federal authorities, as provided by applicable law, during the term of this Contract and either for a period of five (5) years after the expiration of the term of this Contract or for a period of three (3) years from the date of the submission of the final expenditure report, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review, or audit is started, the records shall be retained until all litigation, claims, financial management reviews, or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County or contiguous county, then, at COUNTY's sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section. CONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual, Section 23-353.

- 19.5 COUNTY retains the right to inspect, monitor, and conduct investigations of CONTRACTOR's program/fiscal operations, performance and contract compliance without prior notice to CONTRACTOR seven days a week, 24 hours a day. Unannounced audits, monitoring, interviews with children 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, monitoring, 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, monitor, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Contract. The Auditor-Controller/Department of Children and Family Services Fiscal Audit Phases, Fiscal Audits of Foster Family Agency Foster Care Services Contractors (Exhibit C-2), details the audit protocols followed by the Auditor-Controller and DCFS during fiscal audit reviews.
- 19.6 Such program reviews, investigations, and/or audits shall encompass all of CONTRACTOR's financial, program, Resource Family Parent, Subcontractor, and Placed Children's records related to Services provided under this Contract, and any other financial transactions, as determined necessary by COUNTY to ensure that AFDC-FC funds have been accounted for and Expended in accordance with Part I, Section 26.0, 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 Contract. CONTRACTOR's employee records may be reviewed in accordance with State and federal labor laws. CONTRACTOR shall enlist the cooperation of all Subcontractors, staff, and Board members in such efforts.
- 19.7 Upon request, CONTRACTOR shall provide COUNTY with photocopies of records and documents, including Placed Children records, Resource Family Parent and personnel records, unless prohibited by federal, state, or local laws. CONTRACTOR shall be responsible for the cost of providing photocopies to COUNTY.
- 19.8 CONTRACTOR shall be responsible for annual or triennial financial audits, as applicable, of its agency and shall require Subcontractors to be responsible for its annual or triennial financial audits, as applicable, when required by any governmental entity (e.g. Federal government, the California

Department of Social Services (CDSS), COUNTY) to be conducted by an independent audit firm and in accordance with generally accepted governmental auditing standards. Within thirty (30) days after issuance of the audit reports, CONTRACTOR shall forward copies of such reports to:

Department of Children and Family Services  
Contracts Administration Division  
Attention: FFA Contract Analyst  
425 Shatto Place, Room 400  
Los Angeles, CA 90020

AND

Probation Department  
Placement Permanency & Quality Assurance  
FFA Monitoring/Investigations  
Attn: Supervising Deputy Probation Officer  
11701 South Alameda Street, 2<sup>nd</sup> Floor  
Lynwood, CA 90262

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

#### 19.10 Record Keeping During and After a Disaster

CONTRACTOR shall ensure that all records for placed children/youth are current and accessible to the greatest extent possible at all times, including during and after a disaster(s). This includes, but is not limited to records related to Health, Medical, Dental, Mental Health, Vision, Education, Job Training, etc.

19.11 Failure on the part of CONTRACTOR to comply with the provisions of this Section shall constitute a material breach of this Contract 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 Part I, Section 17.0, Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan. If CONTRACTOR disagrees that there has been a material breach, CONTRACTOR may exercise its rights consistent with Part I, Section 21.0 Dispute Resolution Procedures of this Contract.



## 20.0 DISPUTE RESOLUTION PROCEDURES

- 20.1 CONTRACTOR and COUNTY agree to act promptly and diligently to first mutually resolve any disputes, pursuant to procedures set forth in this Contract. All such disputes shall thereafter be subject to the provisions of this Section 20.0.
- 20.2 CONTRACTOR and COUNTY agree that, the existence and details of a dispute notwithstanding, both parties shall continue to perform hereunder, except for any performance which COUNTY determines should not be performed as a result of such dispute consistent with Part I, Section 16.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, of this Contract. COUNTY shall continue to pay sums not in dispute, during any such period of continued performance.
- 20.3 Nothing in this Section 20.0 herein prevents COUNTY or CONTRACTOR from seeking provisional remedies, such as injunction or extraordinary relief such as a writ. If the matter involves an overpayment, CONTRACTOR or COUNTY shall have first implemented the remedies and relief mandated by State regulations.
- 20.4 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.
- 20.5 If the matter involves an overpayment, CONTRACTOR or COUNTY shall have first implemented the remedies and relief mandated by State regulations prior to seeking other forms of relief set forth in Section 20.0. As to any dispute arising out of or relating to this Contract, which is not governed by other statutes or regulations expressly relating hereto, including but not limited to Overpayments, including the breach, termination or validity thereof, which has not been resolved by the filing of a claim pursuant to Sub-section 20.4 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.
- 20.6 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.

20.7 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.

20.8 As to any dispute arising out of or relating to this contract which specifically involves an Overpayment, dispute resolution and remedies set forth in the identified MPP are controlling and administrative remedies shall be exhausted by COUNTY and CONTRACTOR prior to any other remedy or resolution being implemented under Part I, Section 20.0 or any other applicable law, statute, or regulation.

## **21.0 INTERPRETATION OF CONTRACT**

### **21.1 Validity**

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

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

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

### **21.3 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 Contract or stopping COUNTY from enforcing the full provisions thereof.

### **21.4 Caption Headings**

This Contract contains a Table of Contents with pagination. In addition, each paragraph and certain subparagraphs of this Contract have been supplied with captions. Also, each page, including exhibits, contains page numbers. The Table of Contents with pagination, captions, paragraph numbers,

section numbers and page numbers serve only as guides to the contents and do not control the meaning of any paragraph or subparagraph or in any way determine this Contract's interpretation or meaning.

## **22.0 CONTRACT ENFORCEMENT, OUT-OF-HOME CARE MANAGEMENT, MONITORING, AND REVIEW**

- 22.1 The Director shall be responsible for the enforcement of this Contract on behalf of COUNTY and shall be assisted therein by those officers and employees of COUNTY having duties in connection with the administration thereof. 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 Contract.
- 22.2 CONTRACTOR hereby agrees to cooperate with the Director, Program Manager, and any duly authorized County, State or Federal government representative, in the review and monitoring of CONTRACTOR's program, records and procedures, as set forth in Part I, Section 19.0, Records and Investigations.
- 22.3 COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all this Contract's terms and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of this Contract in jeopardy if not corrected may be reported to the Board of Supervisors. The report may include CONTRACTOR's response to these deficiencies and improvement/corrective action measures taken by COUNTY and CONTRACTOR. If improvement does not occur in a manner consistent with such corrective action measures, COUNTY may terminate this Contract or take action consistent with Part I, Section 16.0, Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan.
- 22.4 At the request of COUNTY, upon reasonable notice, CONTRACTOR, or its appropriate representative, shall attend meetings and/or training sessions, as determined by COUNTY.

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

- 23.1 COUNTY's obligation is payable only and solely from funds appropriated for the purpose of this Contract.
- 23.2 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.

- 23.3 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.
- 23.4 In the event 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 Contract. COUNTY's notice to CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) Days of the Board's approval of such actions, unless this Contract is terminated for convenience.

#### **24.0 TERMINATION OF CONTRACT BY CONTRACTOR FOR CONVENIENCE**

- 24.1 This Contract may be terminated when such action is deemed by CONTRACTOR to be in its best interest. Termination of this Contract shall be effective by the delivery to COUNTY of a written notice of termination pursuant to Part I, Section 9.0, 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 Part I, Section 9.0, Notices, that the termination will be effective in thirty (30) Days. In the event of a breach by COUNTY under this Contract, CONTRACTOR shall have all remedies available at law, subject to the terms of Part I, Section 21.0, Dispute Resolution Procedures.
- 24.2 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 Contract for any terminated Services, provided that such amounts may be offset against any amounts COUNTY claims are due from CONTRACTOR pursuant to the terms of this Contract.

- 24.3 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.

## **25.0 USE OF FUNDS**

- 25.1 CONTRACTOR shall be organized and operated as a Federal Tax Exempt and non-profit corporation throughout the term of this Contract and conduct itself in accordance with all accounting and operating requirements of such status.
- 25.2 CONTRACTOR shall use AFDC-FC funds paid to and Expended by CONTRACTOR only for the placement, 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, and including expenditures consistent with MPP 11-404. By August 1 of each year, CONTRACTOR shall submit to COUNTY a cost allocation plan, which provides for the reasonable allocation of CONTRACTOR's Expenditures for the then current fiscal year. CONTRACTOR's cost allocation plan shall be developed in accordance with the principles included in OMB Title 2 of the CFR Exhibit C or any publication that supersedes these OMB circulars and the Auditor-Controller Contract Accounting and Administration Handbook Exhibit C-1.
- 25.3 CONTRACTOR shall expend foster care funds on reasonable and allowable Expenditures in providing the necessary placement, care and Services, as specified in this Contract, for children placed by COUNTY. The determination of reasonable and allowable Expenditures shall be in accordance with OMB Title 2 of the CFR Exhibit C or any publication that supersedes these OMB circulars, and Auditor-Controller Contract Accounting Administration Handbook, Exhibit C-1; Manual of Policies and Procedures Sections 11-400, 11-402, 11-403, 11-404, and 11-420; and 45 CFR 74.27, and the Auditor-Controller Contract Accounting and Administration Handbook Exhibit C-2. Any AFDC-FC funds un-expended in accordance with the above will be disallowed on monitoring/audit, and will require repayment by CONTRACTOR. Any dispute regarding repayment of funds will be governed by the provisions outlined in Part 1, Section 20.0 Dispute Resolution Procedures. If the dispute is solely pertaining to an Overpayment, the procedures and remedies set forth in MPP 45-304 through 45-306 and 11-404 inclusive, shall be controlling and must be exhausted, per Section 19.8, prior to any other remedy or resolution being

implemented under Part 1, Section 20.0 or other applicable law, statute, or regulation.

- 25.4 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 Contract are subject to review and/or audit by DCFS, COUNTY's Auditor-Controller or its designee, as set forth in Exhibits C-1, and C-2. In the event this Contract is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR's liability for such audit exceptions, as determined by DCFS, 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.
- 25.5 Notwithstanding any other provision of this Contract, in addition to all other rights to monitor, including but not limited to audit, CONTRACTOR and COUNTY agree that it is the intent of the parties that COUNTY shall have the right to audit any and all use of AFDC-FC funds, paid to and Expended by CONTRACTOR, in order to ensure that all Expended and unspent funds are accounted for and that unspent funds are held for the future benefit of Placed Children, and to determine the appropriate disposition of unallowable Expenditures.
- 25.6 Total accumulated unexpended funds shall include (1) CONTRACTOR's current unexpended funds If facts suggest the possibility of fraud or significant abuse, COUNTY reserves the right to review uses of unexpended funds accumulated in periods prior to the Contractor's current fiscal year. CONTRACTOR's TAUF shall be reflected on its Annual Revenue and Expenditure Report (Exhibit C-3), and discussed in the Contractor's Annual Cost Allocation Plan.

At the end of any given CONTRACTOR fiscal year, any TAUF that is equal to or less than the total expenditures for the COUNTY's Program for the two most current months in the Contractor's completed fiscal year, will hereafter be referred to as the TAUF Ceiling, must be used for the benefit of Placed Children for reasonable and allowable costs. In the event that CONTRACTOR's TAUF, at the end of any given CONTRACTOR fiscal year, exceeds the TAUF Ceiling, CONTRACTOR shall develop a plan regarding how to utilize the TAUF for the benefit of Placed Children for reasonable and allowable costs, and shall submit the plan to DCFS for review and approval within 180 Days of the fiscal year end. The Uniform Administrative Requirements in 2 CFR 1.100 title 1, section 100 and in the Section 11-404.2 through 11-404.2.24 of the State of California Manual of Policy and Procedure provides examples of permissible uses of unexpended funds.

Said Sections may provide a guideline for permissible uses of TAUF. However, all CONTRACTOR plans for uses of TAUF require pre-approval by the California Department of Social Services (CDSS) Foster Care Audits and Rates Bureau.

The Contractor shall submit its requested plan to the County DCFS, that includes a copy of the pre-approval issued by the CDSS Foster Care Audits and Rates Bureau to DCFS and allow 60 days to receive a response. CONTRACTOR's failure to develop an appropriate plan for the utilization of TAUF, or the expenditure of TAUF without a COUNTY approved plan shall constitute a material breach of the Contract. In such instance, COUNTY may take appropriate action, pursuant to this Contract, including, but not limited to, that under Part I, Section 16.0, Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, with the understanding that CONTRACTOR may appeal the final decision pursuant to the Dispute Resolution Procedures in Part I, Section 20.0.

## **26.0 REAL PROPERTY, EQUIPMENT, FIXED ASSETS**

- 26.1 CONTRACTOR shall fully comply with all applicable federal, State, and County laws, ordinances, and regulations in acquiring any and all real property, furniture, fixtures, equipment, materials, and supplies with funds obtained under this Contract.
- 26.2 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.
- 26.3 CONTRACTOR shall, for any Real Property, land or Fixed Asset costing \$35,000 or more of funds provided to CONTRACTOR through this Contract, submit to COUNTY, at least 15 business days prior to any purchase (including Capital Leases as defined by Generally Accepted Accounting Principles (GAAP)), an analysis demonstrating that the purchase is less costly to CONTRACTOR than other leasing alternatives. CONTRACTOR shall also stipulate the source of all funds to be used for the purchase of the subject property. In the event that any funds to be used in the purchase will be from the current year Contract or TAUF (as defined in Part I, Section 25.0 Use of Funds, Sub-section 25.6), then CONTRACTOR shall obtain COUNTY's prior written approval for the purchase by notifying COUNTY by USPS mail. COUNTY shall, within 15 working days of receipt of any such request for approval, provide a written response to CONTRACTOR by USPS mail. If COUNTY's response is not received within 10 working days, CONTRACTOR will notify the Director's designee.

26.4 Upon obtaining COUNTY's prior written approval, the items referenced in Sub-section 26.3 above may be purchased and owned by CONTRACTOR as provided by law. If such prior written approval is not obtained by CONTRACTOR, no title to any of the items referenced in Sub-section 26.3 above will vest with CONTRACTOR. All Fixed Assets not requiring COUNTY's prior written approval, as described in Sub-section 27.3 above, shall be deemed owned by CONTRACTOR.

## **27.0 INDEMNIFICATION**

The CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, agents and volunteers ("COUNTY Indemnities") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the COUNTY Indemnities.

## **28.0 SALARIES AND COMPENSATION**

### **28.1 Executive Compensation**

All executive compensation shall be reported for each executive officer. The reasonableness standards and criteria for executive compensation are contained in Internal Revenue Code Section 4958. This rule shall apply to all individuals of the non-profit corporation deemed by the Internal Revenue Service (IRS) to be anyone in a position to exercise substantial influence over a non-profit corporation's affairs. This rule may apply to the individual's immediate family as well as to family-controlled entities. Compensation provided in accordance with Internal Revenue Code Section 4958 shall be deemed to be reasonable for the purposes of reporting AFDC-FC costs.

### **28.2 Social Work Services**

Salaries for Social Work services shall be for the reasonable social work activities provided as defined in Section 11-400s (4) of the California Department of Social Services Manual of Policies and Procedures (MPP).

28.3 In the event COUNTY discovers an Excess Salary or Excess Compensation, or Excess Benefits payment was made to CONTRACTOR which can be defined as a collectable Overpayment, CONTRACTOR may avail of the informal and formal hearing procedures provided for in MPP 45-306. Once due process has expired, or administrative remedies are exhausted in favor of COUNTY, COUNTY may seek additional recourse for collection in compliance with MPP 45-304 through 45-306, inclusive, including interest



and other remedies as set forth in the CONTRACT, by and between COUNTY and CONTRACTOR.

## **29.0 USE OF DONATED FUNDS**

29.1 CONTRACTOR shall not commingle funds paid by COUNTY to the CONTRACTOR for the purchase of goods or the provision of services performed pursuant to this contract with any other funds, regardless of the source of those other funds.

29.1.1 If CONTRACTOR receives outside donations, it shall record all donated funds separately in their accounting records from funds paid by COUNTY to the CONTRACTOR for the purchase of goods or the provision of services performed and paid for pursuant to this Contract under the CONTRACTOR's California Department of Social Services Foster Care Rates Program(s) as identified on FFA Rate Letter (Exhibit A-15) associated with the CDSS Community Care Licensing Division Facility license number(s) as identified on FFA Facility License(s) (Exhibit A-14).

29.2 If CONTRACTOR uses any donated funds to pay for any expenses related to the purchase of good or the provision of services performed pursuant to this Contract, then the CONTRACTOR shall maintain accounting records that clearly identify the specific item, or items, service, or services, on which the donated funds were expended. The CONTRACTOR shall also maintain accounting records that clearly identify that donated funds were expended. Furthermore, CONTRACTOR's accounting records shall conform to the accounting requirements of this Contract, which include, but are not necessarily limited to, the cost reporting requirements of Exhibit C Office of Management and Budget (OMB) 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; and the Auditor-Controller Contract Accounting and Administration Handbooks, Exhibit C-1 (for FFA).

29.3 Contractor must also conform to the audit provisions in OMB 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, or any publication that supersedes these OMB circulars. The applicable provisions of CDSS CCLD Manual of Policy and Procedures (MPP) sections 11-402, 11-403, 11-404, and 11-405 and Exhibit C-1, Auditor-Controller Contract Accounting and Administration Handbooks.

**FOSTER FAMILY AGENCY MASTER CONTRACT FOR  
FOSTER CARE PLACEMENT SERVICES**

**PART II: STANDARD TERMS AND CONDITIONS**

Foster Family Agency Master Contract for Foster Care Placement Services  
**STANDARD TERMS AND CONDITIONS**

**1.0 ADMINISTRATION OF CONTRACT – COUNTY**

A listing of all COUNTY Administration referenced in the following Sub-sections is designated in Exhibit U, COUNTY's Administration. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

**1.1 COUNTY's Program Manager**

The responsibilities of the COUNTY's Program Manager include:

- ensuring that the objectives of this Contract are met;
- making changes in the terms and conditions of this Contract in accordance with Part II, Section 5.0, Change Notices and Amendments; and
- providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements
- meeting with CONTRACTOR's Program Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

The COUNTY's Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

**1.2 COUNTY's Contract Program Monitor**

The COUNTY's Program Monitor is responsible for overseeing the day-to-day administration of this Contract. The Program Monitor reports to the COUNTY Program Director.

- 1.3** The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the COUNTY will exercise a contract term extension option.

**2.0 ASSIGNMENT AND DELEGATION**

- 2.1** CONTRACTOR shall not assign its rights or delegate its duties under this

Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Sub-section 2.1, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under the Contract shall be deductible, at COUNTY's sole discretion, against the claims, which the CONTRACTOR may have against COUNTY.

- 2.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.
  - 2.2.1 Any withdrawal or change of shareholders, members, directors or other persons named on CONTRACTOR's Community Care license application (which significantly changes CONTRACTOR's program as it existed at the time of the execution of this Contract) or any change in the license under CONTRACTOR's Community Care license is an assignment requiring COUNTY consent.
  - 2.2.2 Any payments by COUNTY to CONTRACTOR or its assignee, or acceptance of any payments by COUNTY from CONTRACTOR or its assignee on any claim under this Contract shall not waive or constitute COUNTY consent.
  - 2.2.3 Upon assignment and/or delegation, each and all of the provisions, agreements, terms, covenants, and conditions herein contained, shall be binding upon both CONTRACTOR and upon any assignee/delegate thereof.
- 2.3 Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, Subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the Contract which may result in the termination of the Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by

CONTRACTOR.

### **3.0 AUTHORIZATION WARRANTY**

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

### **4.0 BUDGET REDUCTION**

In the event that the County's Board of Supervisors adopts, in 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, the COUNTY reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the CONTRACTOR under this Contract shall also be reduced correspondingly. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar Days of the Board's approval of such actions. Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all of the services set forth in this Contract.

### **5.0 CHANGES AND AMENDMENTS**

COUNTY reserves the right to change any portion of the work required under this Contract, or make amendments to such other terms and conditions as may become necessary. For any material change to the Contract not requested by CONTRACTOR, COUNTY shall give CONTRACTOR 30 days prior written notice delivered by electronic mail, of its intent to make an amendment. Any significant cost impact associated with such an amendment shall be addressed in developing the amendment. A significant cost impact, as used in this section, is defined as a cumulative cost increase of \$1,200 annually. Contract changes shall be in writing and accomplished in the following manner:

- 5.1 Exhibits A-2, A-5, A-12 through A-17, Exhibits B, C-3, D through D-4, E, F, G, K, L, M, N, O, T, may be changed unilaterally by COUNTY to reflect any changes in applicable federal, state or local laws, regulations, ordinances, court orders, court rules or in COUNTY policies. If the change will result in a significant cost impact an amendment will be prepared by COUNTY and executed by CONTRACTOR. If the change will result in no significant cost increase the amendment will be upon delivery of the replacement exhibit by electronic mail to the CONTRACTOR's email address, and USPS mail, to the address of CONTRACTOR set forth in Part I, Section 9.0, Notices. CONTRACTOR shall be responsible for monitoring changes to any

applicable laws, ordinances, regulations, and court rules impacting this Contract. CONTRACTOR shall at all times remain in compliance with all such laws, ordinances, regulations, and court rules, whether or not COUNTY has delivered a replacement exhibit.

- 5.2 For any other changes which do 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 Contract or for any change in CONTRACTOR's Plan of Operation and Program Statement a change notice shall be prepared by COUNTY, and executed by CONTRACTOR and Program Director or designee.
- 5.3 For any change not covered by Sub-sections 5.1 or 5.2, an amendment to this Contract shall be prepared, by COUNTY, signed by CONTRACTOR, and executed by COUNTY as authorized by COUNTY's Board of Supervisors.

## **6.0 CHILD SUPPORT COMPLIANCE PROGRAM**

### **6.1 Contractor's Warranty of Adherence to County's Child Support Compliance Program**

6.1.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the 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 the COUNTY and its taxpayers.

6.1.2 As required by the COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, the CONTRACTOR maintains 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 or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

### **6.2 Termination for Breach of Warranty to Maintain Child Support Compliance**

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Sub-section 6.1, "Contractor's Warranty of Adherence to

County's Child Support Compliance Program," shall constitute a default by the CONTRACTOR under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, 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 Contract pursuant to Part II, Section 32.0, Termination for CONTRACTOR's Default, and pursue debarment of the CONTRACTOR, pursuant to County Code Chapter 2.202.

## **7.0 GRIEVANCES**

CONTRACTOR shall establish written procedures to resolve grievances by Resource Families or staff of CONTRACTOR.

## **8.0 COMPLIANCE WITH APPLICABLE LAWS**

8.1 CONTRACTOR shall conform to and abide by all applicable Municipal, COUNTY, State and Federal laws and regulations, court rules, and ordinances, guidelines, policies and procedures, 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.

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

8.1.2 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 Part I, Section 10.0, Confidentiality, of this Contract.

8.1.3 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).

- 8.2 Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Contract and may result in termination of this Contract, in accordance with Part II, Section 32.0, Termination for Contractor's Default, of this Contract.
  
- 8.3 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 Sub-section 9.1 hereof and Part II, Sub-section 23.1, Non-Discrimination in Employment.

## **9.0 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 Contract or under any project, program or activity supported by this Contract.

## **10.0 COMPLIANCE WITH JURY SERVICE PROGRAM**

This Contract 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 Contract.

### **10.1 Written Employee Jury Service Policy**

10.1.1 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 (Section 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.

10.1.2 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 Fifty Thousand Dollars (\$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 as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) Days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any Subcontractor to perform services for the COUNTY under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Sub-section shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the Contract.

10.1.3 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 Jury Service 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 Contract 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.

10.1.4 CONTRACTOR's violation of this Section of this Contract may constitute a material breach of this 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.

## **11.0 CONFLICT OF INTEREST**

- 11.1 Notwithstanding any other provision of this Contract, no COUNTY employee whose position in COUNTY enables such employee to influence the award or administration of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR herein, or have any other direct or indirect financial interest in this Contract. No officer or employee of COUNTY who may financially benefit from the provision of Services hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation of such Services, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such Services.
- 11.2 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 approved as a resource 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.
- 11.3 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 Contract. CONTRACTOR warrants that it is not now aware of any facts, which created a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts, which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, without limitation, identification of all persons implicated, and complete description of all relevant circumstances.

## **12.0 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS**

- 12.1 Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract, the 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 Opportunity for Work (GROW) Program who meet the CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants by job category to the CONTRACTOR. CONTRACTOR shall report all job openings with job requirements to: [GAINGROW@DPSS.LACOUNTY.GOV](mailto:GAINGROW@DPSS.LACOUNTY.GOV) and

BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

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

### **13.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST**

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

### **14.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

- 14.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible contractors.
- 14.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.
- 14.3 The COUNTY may debar a Contractor if the Board of Supervisors, finds in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

- 14.4 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 14.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. The CONTRACTOR and DCFS shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 14.6 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 Contractor Hearing Board.
- 14.7 If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.
- 14.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment

period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

14.9 This Section 14.0 shall also apply to Subcontractors of COUNTY Contractors.

## **15.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTORS to complete the certification in Exhibit L, the COUNTY seeks to ensure that all COUNTY CONTRACTORS, who receive or raise charitable contributions, comply with California law in order to protect the COUNTY and its taxpayers. A CONTRACTOR, who receives or raises charitable contributions without complying with its obligations under California law, commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

## **16.0 COUNTY'S QUALITY ASSURANCE PLAN**

The COUNTY or its agent will monitor CONTRACTOR's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the CONTRACTOR's compliance with all Contract terms and conditions and performance standards. CONTRACTOR deficiencies which COUNTY determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

## **17.0 EMPLOYEE BENEFITS AND TAXES**

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

17.2 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 Contract or CONTRACTOR's performance hereunder.

## **18.0 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 Contract.

## **19.0 EVENTS OF DEFAULT**

### **19.1 Default for Non-Performance**

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

19.1.1 CONTRACTOR has made a material misrepresentation of any required information in the Plan of Operation and Program Statement;  
or

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

19.2 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.

19.3 CONTRACTOR's failure to comply with the Criminal Clearance background check and/or the Megan's Law Website database check requirements, including certifying a foster home with either an exemption or exception to the Criminal Clearance background check for use by the COUNTY without prior written approval from the COUNTY Program Manager, shall be considered an event of default.

19.4 Default for Insolvency

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

19.4.1 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;

19.4.2 The filing of a voluntary petition in bankruptcy;

19.4.3 The appointment of a Receiver or Trustee for CONTRACTOR;

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

19.5 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.

**20.0 FORMER FOSTER YOUTH CONSIDERATION**

20.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform Services set forth herein, CONTRACTOR shall give consideration (after COUNTY employees, and GAIN/GROW participants, as described in Part II, Sections 13.0 and 14.0) 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 USPS mail or email, a list denoting any position(s) for which hiring is anticipated to:

County of Los Angeles  
Department of Children and Family Services  
Attn: Division Chief, Youth Development Services  
3530 Wilshire Blvd., Suite 400  
Los Angeles, CA 90010  
EMAIL: to be determined

AND

County of Los Angeles  
Probation Department  
Attention: Director, Youth Development Services  
3530 Wilshire Boulevard, Suite 400  
Los Angeles, CA 90010

20.2 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).

## **21.0 INDEPENDENT CONTRACTOR STATUS**

This Contract 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 Contract are, for purposes of Workers' Compensation liability, employees solely of CONTRACTOR and not of COUNTY. CONTRACTOR shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with service to COUNTY provided pursuant to this Contract.

## **22.0 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'.)



## **23.0 NON-DISCRIMINATION IN EMPLOYMENT**

- 23.1 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).
- 23.2 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.
- 23.3 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.
- 23.4 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.
- 23.5 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 Contract. COUNTY reserves the right to determine independently whether the non-discrimination provisions of this Contract have been violated. In addition, a determination by the California Fair Employment Opportunity Commission that CONTRACTOR has violated State or Federal non-discrimination laws or regulations shall constitute a finding by COUNTY that CONTRACTOR has violated the non-discrimination provisions of this Contract.
- 23.6 The parties agree that in the event CONTRACTOR violates the non-discrimination provisions of this Contract, COUNTY shall, at its option, be entitled to a sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating this Contract.

## **24.0 NON-DISCRIMINATION IN SERVICES**

In the performance of this Contract CONTRACTOR shall not discriminate in the delivery of Services as provided in CONTRACTOR's Plan of Operation and Program Statement, attached hereto as Exhibit A-13, 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 Plan of Operation and Program Statement and in compliance with CONTRACTOR's license. Such determination may not be arbitrary and capricious, unreasonable or discriminatory.

## **25.0 NOTICE OF DELAYS**

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

## **26.0 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, attached hereto as Exhibit F.

## **27.0 PROPRIETARY RIGHTS**

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

27.2 To the extent that 45 CFR 95.617 applies to this Contract, this Sub-section 27.2 shall be applicable. Notwithstanding any other provision of this Contract, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with Federal financial participation; additionally, the Federal Government shall have a royalty-free,

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

- 27.3 Any materials, data and information not developed under this Contract, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET", "PROPRIETARY", or "CONFIDENTIAL".
- 27.4 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 Sub-section 27.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.
- 27.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Sub-section 27.4 for:
- 27.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Sub-section 27.3;
- 27.5.2 Any materials, data and information covered under Sub-section 27.2; and
- 27.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law
- 27.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, CONTRACTOR shall use whatever security measures are

necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.

- 27.7 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.
- 27.8 The provisions of Sub-sections 27.5, 27.6, and 27.7 shall survive the expiration or termination of this Contract.

## **28.0 DISCLOSURE OF INFORMATION**

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 Contract within the following conditions:

- 28.1 CONTRACTOR shall develop all publicity material in a professional manner and subject to Part I, Section 10.0, Confidentiality, of this Contract.
- 28.2 During the course of performance of this Contract, CONTRACTOR, its employees, agents, and Subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the name of COUNTY without 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.
- 28.3 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.

## **29.0 RECYCLED-CONTENT PAPER**

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

## **30.0 SAFELY SURRENDERED BABY LAW**

- 30.1 Contractor's Acknowledgement of County's Commitment to 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 Exhibit S, 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. Information and posters for printing are available at [www.babysafela.org](http://www.babysafela.org).

### 30.2 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, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit S, Safely Surrendered Baby Law of this Contract. Additional information is available at [www.babysafela.org](http://www.babysafela.org).

## 31.0 SUBCONTRACTING

- 31.1 No performance of this Contract or any portion thereof may be subcontracted by CONTRACTOR without the express written authority of COUNTY DCFS Director. Any attempt by CONTRACTOR to Subcontract performance of any of the terms of this Contract, in whole or in part, without said consent shall be null and void and shall constitute a breach of the terms of this Contract, upon which Contract may be terminated in accordance with Part II, Section 32.0, Termination for Contractor's Default. CONTRACTOR shall submit each Subcontract to COUNTY for written approval prior to Subcontractor performing any work hereunder.
- 31.2 All of the provisions of this Contract 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 Contract 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."
- 31.3 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.

- 31.4 CONTRACTOR shall obtain the following from each Subcontractor before any Subcontractor employee may perform any work under any Subcontract to this Contract. CONTRACTOR shall maintain and make available upon request of Program Manager all the following documents:
- 31.4.1 Contractor Employee Acknowledgment and Confidentiality Agreement (Exhibit D-1) executed by each Subcontractor and each of Subcontractor's employees approved to perform work hereunder.
  - 31.4.2 Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by Part I, Section 6.0, Insurance Coverage Requirements, of this Contract.
  - 31.4.3 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.
- 31.5 CONTRACTOR shall provide COUNTY's Program Manager with copies of all executed Subcontracts.
- 31.6 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 Contract, including, but not limited to, the obligation to properly supervise, coordinate, and perform all work required hereunder.
- 31.7 Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Contract.
- 31.8 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.

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

- 32.1 Upon determining the existence of any one or more of the circumstances heretofore described in Part II, Section 19.0, Events of Default, this Contract may be subject to termination, by the Board of Supervisors, either immediately or within such longer time period as noticed by COUNTY.

- 32.2 In the event COUNTY terminates this Contract in whole or in part as provided in this Section, COUNTY may recover damages to the extent permitted by applicable law, subject to the terms of Part I, Dispute Resolution Procedures, Section 20.0.

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

- 32.3 CONTRACTOR shall not be liable, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes may include, but not be limited to: acts of God or of the public enemy, acts of Federal, State, or County Governments in their sovereign capacities, fires, floods, epidemics, riots, earthquakes, quarantine restrictions, strikes, freights embargoes and unusually severe weather, but in every case, the failure to perform must be beyond the control and without the fault or negligence of CONTRACTOR.
- 32.4 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.

### **33.0 TERMINATION FOR CONVENIENCE**

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

- 33.2 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:
- 33.2.1 Stop Services under this Contract on the effective date of termination.
  - 33.2.2 Continue to perform, as required by this Contract until the effective date of termination.
- 33.3 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 Contract for any terminated Services, provided that such amounts may be offset against any amounts COUNTY claims are due from CONTRACTOR pursuant to the terms of this Contract.

#### **34.0 TERMINATION FOR IMPROPER CONSIDERATION**

- 34.1 COUNTY may, by a written notice to CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.
- 34.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.



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

**35.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm, as defined in County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the COUNTY's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by the CONTRACTOR to fully comply with the COUNTY's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the COUNTY may, in its sole discretion, immediately terminate or suspend this Contract.

**36.0 COVENANT AGAINST CONTINGENT FEES**

- 36.1 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract for either a flat fee, a percentage commission or any other form of remuneration.
- 36.2 For breach or violation of this covenant, COUNTY shall have the right to terminate this Contract and/or, at its sole discretion, require CONTRACTOR to repay any funds converted to such use prior to any payment for past work or performance of any future work.

**37.0 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

- 37.1 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals and businesses that benefit financially from COUNTY through Contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.
- 37.2 Unless CONTRACTOR qualifies for an exemption or exclusion, CONTRACTOR warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.
- 37.3 CONTRACTOR's Certification of Compliance with the COUNTY's Defaulted Property Tax Reduction Program is incorporated as Exhibit M of this Contract.

### **38.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Section 37.0 "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute default under this Contract. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract, failure of CONTRACTOR to cure such default within ten (10) days of notice shall be grounds upon which COUNTY may terminate this Contract and/or pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.206.

### **39.0 TIME OFF FOR VOTING**

The CONTRACTOR shall notify its employees, and shall require each SUBCONTRACTOR to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every CONTRACTOR and SUBCONTRACTORS shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

### **40.0 MANDATORY REQUIREMENT TO REGISTER ON FEDERAL SYSTEM FOR AWARD MANAGEMENT**

CONTRACTOR represents and warrants that it has registered in the Federal System for Award Management's (SAM). Prior to a contract award, all potential contractors must register in SAM. Registration can be accomplished online via the Internet by accessing the Federal Contractor Registry's home page at <https://www.sam.gov/portal/SAM/#1>. CONTRACTOR certifies that it in good standing with the federal government Executive Order 12549, 7CFR Part 3017, 45 CFR Part 76, and 2 CFR 200.212 Subpart C. CONTRACTOR certifies that to the best of its knowledge and belief it and its principals or affiliates under this contract are not debarred or suspended from federal financial assistance programs and activities; proposed for debarment; declared ineligible; or voluntarily excluded from participation in covered transactions by any federal department or agency as attached hereto as Exhibit O.

### **41.0 COMPLIANCE WITH ENCRYPTION REQUIREMENTS**

#### **41.1 Data Encryption**

Contractor and Subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set

forth below in Subsection 41.1.1, 41.1.2, and 41.1.3; and, as PI is defined in California Civil Code Section 1798.29(g), PHI is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations, and MI is defined in California Civil Code Section 56.05(j).

#### 41.1.1 Stored Data

Contractors' and Subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) shall require encryption (i.e., software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management- Part 1: General (Revision 3); (c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

#### 41.1.2 Transmitted Data

All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Recommendation for Key Management - Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

#### 41.1.3 Certification

The County must receive within ten (10) business days of its request, a certification from Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above Contractor's Compliance with Encryption Requirements Form (Exhibit P). In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Sub-section 41.1 (Data Encryption) shall

constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

#### **42.0 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING**

Contractor acknowledges and certifies in Exhibit Q, Zero Tolerance Human Trafficking Policy Certification that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under this Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

#### **43.0 CONTRACTOR ALERT REPORTING DATABASE**

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
AND THE PROBATION DEPARTMENT  
FOSTER CARE PLACEMENT SERVICES MASTER CONTRACT FOR FOSTER  
FAMILY AGENCY**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed on its behalf by the Director of the Department of Children and Family Services and Chief Probation Officer of the Probation Department 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

CONTRACTOR

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

By: \_\_\_\_\_  
Bobby D. Cagle  
Director  
Department of Children and  
Family Services

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

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

Title \_\_\_\_\_

By: \_\_\_\_\_  
Terri L. McDonald  
Chief Probation Officer  
Probation Department

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

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

Title \_\_\_\_\_

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

APPROVED AS TO FORM:  
BY THE OFFICE OF COUNTY COUNSEL  
MARY C. WICKHAM, COUNTY COUNSEL

By: \_\_\_\_\_  
David Beaudet  
Senior Deputy County Counsel

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

**FOSTER FAMILY AGENCY FOSTER CARE PLACEMENT SERVICES CONTRACT**

**STATEMENT OF WORK**



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

**FOSTER FAMILY AGENCY FOSTER CARE PLACEMENT SERVICES  
STATEMENT OF WORK**

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## **PART A: INTRODUCTION**

### **1.0 PREAMBLE**

The County of Los Angeles seeks to collaborate with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's Strategic Plan Mission, Values, Goals and Performance Outcomes.

The County's vision is a value driven culture, characterized by extraordinary employee commitment to enrich lives through effective and caring service, and empower people through knowledge and information. This philosophy of service excellence is anchored in the County's shared values of: 1) Integrity; 2) Inclusivity; 3) Compassion; and 4) Customer Orientation.

These shared values are encompassed in the County's Strategic Plan's three Goals: 1) Make Investments that Transform Lives; 2) Foster, Vibrant and Resilient Communities; and 3) Realize Tomorrow's Government Today.

Improving the well-being of children and families requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

### **2.0 OVERVIEW & BACKGROUND**

On January 1, 2017, specific sections of Assembly Bills 403 and 1997 became operative and established new requirements for all Foster Family Agencies (FFA). AB 403 and AB 1997 were sponsored by the California Department of Social Services (CDSS) to administer the Continuum of Care Reform (CCR), the main goals of which are to further improve California's child welfare system and its outcomes, by increasing the use of home-based family care and decreasing the length of time to achieve permanency. This will be accomplished in part through the strengthening of cross-agency networks of services and supports, coordinated through an effective CFT process, which support the ultimate goal of finding and maintaining a stable, permanent family.

Foster Family Agencies (FFA) will engage in recruiting, approving, training of, and providing professional support to Resource Families who provide out-of-home care in a family home setting for the placement of children/youth, pregnant and parenting teens with children, and Non Minor Dependents (NMDs) who are supervised by DCFS and Probation and in need of care. FFAs will coordinate with DCFS and Probation Department to find homes and provide services and supports to Resource Families and to the placed children to the extent possible and authorized by local, state and federal law.

- 2.1 The County of Los Angeles Juvenile Court gives responsibility for the care, custody, and control for each dependent child to the Department of Children and Family Services (DCFS) and Probation Department (Probation). The Board of Supervisors, through the Contract, gives authorization for the provision of placement services.
- 2.2 The Community Care Licensing Division (CCLD) regulations (See Exhibit A-1, Reference Links) that apply to FFAs are from the Manual of Policies and Procedures and Title 22, but not limited to:
  - (a) Division 6, Chapter 1, Sections 80000-80095 [except as otherwise noted in Section 88030(f)] (*General Licensing Requirements*), and Division 6, Chapter 4, Sections 83000 through 83088 (*Small Family Homes*);
  - (b) Division 6, Chapter 8.8, Sections 88000 through 88087 for FFA requirements;
  - (c) Division 6, Chapter 8.8, Sections 88200 through 88587.1 for FFA and Resource Family Approval requirements; and
  - (d) Division 2, Subchapters 1-9, Sections 35000-35409 (*Adoptions Manual*) for Foster-Adopt FFA requirements.
- 2.3 The statutes referenced in this Exhibit A, Statement of Work (SOW), from the California Education Code (EDC), California Health and Safety Code (HSC), California Vehicle Code (VEH), Penal Code (PEN) and California Welfare and Institutions Code (WIC) (See Exhibit A-1, Reference Links).
- 2.4 Discrimination on the basis of actual or perceived race, ethnic group identification, ancestry, national origin, color, religion, sex, sexual orientation, gender identity, mental or physical disability or HIV status is prohibited in the California foster care system.
  - 2.4.1 For transgender children and NMDs, the CONTRACTOR shall provide services in accordance to the instructions provided in the Placement Coordinating Memorandum titled Transgender Children/Non-Minor Dependents (NMDs) in Out-of-Home Care (Exhibit A-18) prepared in collaboration between DCFS, Probation Department, the Department of Mental Health (DMH) and CCLD.

### **3.0 COUNTY PRIORITIES FOR CHILDREN**

COUNTY has established the following priorities for children: (1) Safety; (2) Permanency; and (3) Access to effective and caring services for well-being/self-sufficiency.

CONTRACTOR shall provide data related to COUNTY'S priorities.

- 3.1 Safety: Safety is defined as freedom from abuse and neglect as defined in the California Penal Code, Section 11165.5 (See Exhibit A-1, Reference Links). The Performance Outcome Goals and Requirements Summary addressing this priority are found in Part D, Section 21.0 of this SOW.
- 3.2 Permanency: Permanency is defined as a safe and stable nurturing relationship achieved through maintaining the child in the home, reunification, adoption, or legal guardianship. The Performance Outcome Goals and Requirements Summary and Service Tasks addressing this priority are found in Part D, Section 22.0 of this SOW.
- 3.2.1 It is a priority of COUNTY to place children with Resource Families. A Resource Family is one that will support the goal of family reunification, and, when reunification is not possible, be approved to provide legal permanence for a child. It is also a COUNTY priority to use a concurrent planning process if it is uncertain whether the permanency plan of family reunification will be successful. Additionally, it is COUNTY's goal to have many more FFA Resource Families. The use of Resource Families in concurrent planning in managing cases: (1) allows the adoption planning process to proceed simultaneously with the family reunification process so that the adoption can be completed in less time if the family reunification plan fails; and (2) reduces the number of placement disruptions for the child by allowing the Resource Family to become the adoptive family.
- 3.2.2 It is also a priority of COUNTY to place children with their teen parents whenever possible while their teen parents are placed in out-of-home care. A Whole Family Foster Home (WFFH) supports the COUNTY's efforts to achieve timely permanency for children by providing support and services to teen parent family units to strengthen the young family and foster safety and independence. A Whole Family Foster Home is a family home that provides care for a minor parent and his or her child, and is specifically recruited and trained to assist a teen parent in developing the skills necessary to provide a safe, stable, and permanent home for his or her child. Additionally, it is the goal of COUNTY to have many more FFA homes approved as Whole Family Foster Homes. The increase in Whole Family Foster Homes will assist the COUNTY with (1) increasing placement options for a teen parents and their child(ren); (2) the homes designed to care for teen parents and their children; and (3) removes the current financial disincentive to place teen parents and their children together.
- 3.3 Access to effective and caring services for Well-Being: It is the COUNTY's goal to ensure placed children/youth receive Core Services as identified through the Child and Family Team in the spirit of the Core Practice Model to improve their level of functioning in the areas of education/career planning, emancipation preparation, physical, behavioral, social and emotional well-being and self-sufficiency. The

Performance Outcome Goals and Requirements Summary addressing this priority are found in Part D, Section 23.0 of this SOW.

#### **4.0 PROGRAM GOALS**

The COUNTY has incorporated the following program goals consistent with Assembly Bills 403 and 1997:

- Conducting comprehensive Initial Child Assessments;
- Increasing the use of Home-Based Family Care and the Provision of Services and Supports to Home-Based Family Care and wrap the necessary services around the child to ensure placement success and prevent replacements; and
- Creating faster paths to Permanency resulting in shorter durations of involvement in the Child Welfare and Juvenile Justice Systems.

Aligned with the above mentioned goals are program services which shall include the timely provision of an array of appropriate services that are coordinated, comprehensive, and community-based, and which address the needs of children and youth with more intensive needs requiring medically necessary specialty mental health services in their own home, or an appropriate homelike setting in order to facilitate reunification and to ensure their safety, permanence, and well-being. These program services shall be trauma informed, culturally relevant, age and developmentally appropriate. Additionally, programs shall collaborate with child welfare and mental health agencies for the provision of coordinated services to children and youth, and their family in accordance with the CPM as described in Part A, Section 6.0.

#### **5.0 TARGET DEMOGRAPHICS**

CONTRACTOR shall accept and provide services to children as indicated in the CONTRACTOR's approved Plan of Operation Program Statement and in accordance to Title 22, Chapter 8.8 Foster Family Agencies, Articles 9, and Subchapter 1, Sections 88222 and 88222.1.

5.1 The overall target demographics for FFAs is children, ages 0-17 and Non-Minor Dependents, ages 18-21, in need of a temporary or permanent family setting. The principal target groups include children in which the Case Plan is for: (1) family reunification; (2) adoption; (3) legal guardianship; (4) permanent placement; (5) sibling group placement; (6) teen parents and their children; (7) neighborhood/school-based placement; (8) self-sufficiency; and (9) children with special health care needs as defined in Welfare and Institution Code (WIC) Section 17710(a) (See Exhibit A-1, Reference Links) and in Title 22, Division 6, Chapter 8.8, Article 9, Subchapter 1, Section 88201 (3)(A), for FFAs with Specialized Resource Families.

## 6.0 CORE PRACTICE MODEL

The Core Practice Model (CPM) prioritizes child safety by enabling stronger teamwork with children and families, grounded in strong community support. The CPM is a deeper way to work with families to improve safety and outcomes for children. The model helps children and families build supportive teams that enable them to identify their strengths and underlying needs in a trusting, positive environment. These insights become the foundation of more effective action plans for change that are tailored specifically to each child and family. The strategies of this model include:

- Engagement: This is an opportunity to hear the family, build trust, show empathy and honor the family's voice and choice.
- Teaming: Allows for teamwork to occur; shows how formal and informal supports can work together; promotes shared ownership and opportunity for change.
- Assessment and Understanding: Allows for shared identification of underlying needs and strengths; it is responsive to trauma, culture and empowers families.
- Planning and Intervention: Allows for the crafting of tailored services and attention to individual underlying needs.
- Tracking and Adapting: Allows for continuous monitoring of progress, while being thoughtful about the effectiveness of plans; creates an opportunity to make adjustments using team assessments so plans can evolve to achieve long-term goals.

The CPM is a process that is family centered, solution focused, trauma responsive, strength-based, team driven, and improves outcomes for children and families.

For more information, the CONTRACTOR may refer to the Pathways to Mental Health Services Core Practice Model Guide and the COUNTY's CPM website (See Exhibit A-1, Reference Links)

## PART B – PROGRAM REQUIREMENTS

### 7.0 SERVICE DELIVERY SITES

The CONTRACTOR's services described hereunder shall be provided through licensed FFA sites at the locations specified on Exhibit A-2, Service Delivery Sites.

7.1 CONTRACTOR shall provide notification to the DCFS Out-of-Home Care Management (OHCM) Division Chief or designee and the Probation Placement Permanency & Quality Assurance (PPQA) Director in writing a minimum of thirty (30) Days before: (1) terminating services at any location(s); and (2) before commencing services at any other location(s) not previously approved in writing by the DCFS (OHCM) Division Chief or designee and/or the Probation Placement Permanency & Quality Assurance (PPQA) Director.

- 7.2 CONTRACTOR shall not place children at a service delivery site not approved on Exhibit A-2. Failure on the part of CONTRACTOR to comply with the provisions of this section shall constitute a material breach of this Contract 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 Part I – Unique Terms and Conditions, Section 16.0, Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan. If CONTRACTOR disagrees that there has been a material breach, CONTRACTOR may exercise any and all of its legal rights consistent with Part I, Section 20.0 Dispute Resolution Procedures of this Contract.
- 7.3 In the event that a CONTRACTOR is put on Do Not Use Status, to ensure continuity of care for children, COUNTY may continue placement in the Resource Family Home if the Resource Family Parent applies for licensure by the State, becomes approved by another FFA, or DCFS approves the home as a Non-Related Extended Family Member (NREFM) RFA home.
- 7.4 CONTRACTORS shall check the Megan’s Law Website (See Exhibit A-1, Reference Links) prior to licensing a new site to ensure that no registered sex offender lives so close that he/she will be a potential threat to the safety of the children.
- 7.5 CONTRACTOR shall develop a Safety Plan for each service delivery site to ensure the safety of the children.

## **8.0 STAFF QUALIFICATIONS, REQUIREMENTS AND EXEMPTIONS**

CONTRACTOR shall adhere to Title 22 Division 6, Chapter 8.8, Sections 88264, 88265.2, 88265.3, 88364, 88365.2 and 88365.3 requirements in connection with staff qualifications, requirements, and exemptions.

### **8.1 California Department of Justice (DOJ) Authorization for Resource Family Approval Assessments**

Any FFA implementing Resource Family Approvals must be authorized by the California Department of Justice (DOJ) to obtain criminal history information necessary to complete a Resource Family Approval assessment. To become authorized, an FFA must establish mailing and billing information and obtain an Originating Agency Identifier (ORI) code by completing the application package (See Exhibit A-1, Reference Links).

### **8.2 Criminal Record Clearance Procedures, Criminal Record Statements, and Child Abuse Index Checks**

CONTRACTOR shall comply with the requirements with FFA Contract, Part I, Unique Terms and Conditions, Section 8.0 Background and Security Investigations and conduct a background check, request criminal record exemptions as applicable for all employees, independent contractors, volunteer

## EXHIBIT A

staff, or subcontractors who comes in contact with children while providing services under the Contract according to HSC Sections 1522-1522 and as specified in Title 22, Division 6, Chapter 1, Section 80019 (See Exhibit A-1, Reference Links).

8.2.1 CONTRACTOR shall conduct a background check and request a criminal record exemption (when applicable) prior to the approval of each Resource Family applicant, all adults residing or regularly present in the home of an applicant, and as applicable for all employees, independent contractors, volunteer staff, or subcontractors who come into contact with children while providing services under the Contract according to Title 22, Chapter 8.8 Foster Family Agencies, Articles 9, and Subchapter 1, Sections 88331.3 and 88331.31.

8.2.1.1 CONTRACTOR shall notify COUNTY of any approved or denied exemption request submitted to the California Department of Social Services (CDSS) Criminal Background Check Bureau (CBCB). Notifications shall be sent to CONTRACTOR's Out-of-Home Care Management assigned monitor within 2 business days of receipt by submitting the Criminal Record Exemption Notification (Exhibit A-3) along with any related documentation. The COUNTY has discretion not to utilize an approved resource home that has received a criminal record exemption. CONTRACTOR shall be notified of such decision within five (5) days of DCFS receipt of Exhibit A-3. The CONTRACTOR must receive written approval for anyone with a criminal record exemption prior to having contact with children.

8.3 CONTRACTOR shall check the Megan's Law Website (See Exhibit A-1, Reference Links) prior to: the approval of any Resource Family applicant and other adults residing in the home and/or on the premises of the Resource Family's property, the hiring of any prospective employee(s), the use of agency independent contractor(s), volunteer(s), or subcontractor(s) who may come in unsupervised contact with the children in the course of their work, volunteer activity, or performance of the subcontract, and shall maintain records documenting this.

8.4 Subsequent Arrests or Convictions

CONTRACTOR shall notify the County Worker and CCLD in writing of any known allegations in the Child Abuse Central Index (CACI), arrest and/or subsequent conviction, other than for minor traffic offenses, of all non-exempt persons in accordance with HSC, Sections 1522.1 and 1522(b) (See Exhibit A-1, Reference Links) and the following: (1) any Resource Family applicant, all adults residing or regularly present in the home of an applicant, employee, independent contractor, volunteer staff, or subcontractor who comes in contact with children while providing services under the contract; (2) any adult responsible for administration or direct supervision of staff; (3) if the CONTRACTOR is a firm, partnership, association, or corporation, the chief executive officer of CONTRACTOR or other person serving

in like capacity; and (4) additional officers of the governing body of the CONTRACTOR or other persons with a financial interest in the applicant, as determined necessary by CDSS and by regulation.

8.4.1 CONTRACTOR shall prepare and submit the Notification of Subsequent Arrest, Conviction, Probation or Parole Notification (Exhibit A-4) to the assigned OHCMD monitor along with any related documentation within two (2) working days from the time such information becomes known to the CONTRACTOR. All supplemental documentation received after the Exhibit A-4 submission must be provided as it becomes available.

8.5 CONTRACTOR shall maintain all records related to background checks, criminal record clearance procedures, criminal record exemptions, criminal record statements, Child Abuse Central Index checks, and subsequent arrest request notification documentation, which shall be made available upon request.

8.6 Staff Language Requirements

CONTRACTOR shall, to the extent possible and if resources are available, provide staff and social work personnel who are proficient in both speaking and writing the language of the CONTRACTOR's Resource Family and the children.

8.7 Declarations of Part-time Contract Social Workers

CONTRACTOR is responsible for obtaining 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 with all contracting agencies does not exceed 15 children. Contract social workers must meet staff requirements as indicated in Section 8.0 of this SOW.

8.8 Required Services by CONTRACTOR's Social Work Staff

CONTRACTOR's social work staff shall provide services as set forth in the CONTRACTOR's Exhibit B – Plan of Operation and Program Statement and any additional services identified in this SOW, as applicable. These services shall also include qualified social work personnel to be available on a 24-hour basis to respond to any emergency within a two-hour period.

## **9.0 TRAINING**

9.1 Training of Staff, Volunteers and Subcontractors

CONTRACTOR shall develop comprehensive initial and ongoing training plans for agency staff, volunteers, subcontractors, working directly with children in accordance with Title 22, Chapter 8.8 Foster Family Agencies, Articles 9, and Subchapter 1, Section 88222.1(4) and (5) and 88364(d) and (e), which shall be made available upon request.



## 9.2 Training by Qualified Staff

CONTRACTOR shall ensure training is conducted by qualified staff as indicated in Title 22, Chapter 8.8 Foster Family Agencies, Articles 9, and Subchapter 1, Sections 88222(d)(7)(B)(3); 88264(g)(1)(B) and (5); 88265.2(c)(1); 88364(c) through (e); 88365.2(b); 88365.3(b).

## 9.3 Maintenance of Training Records

CONTRACTOR shall maintain the individual records of the training staff qualifications and the training completed by staff, volunteers, subcontractors and Resource Families, which shall be made available upon request.

## 9.4 Additional Training

The COUNTY reserves the right to designate up to 16 hours of additional training per year as determined by the COUNTY. Up to 16 hours may or may not be required by DCFS in any given year. Training needs will be researched and implemented by the CONTRACTOR as necessary.

# 10.0 PROGRAM REPORTING REQUIREMENTS

All CONTRACTOR employees, volunteers, subcontractors and Resource Parents are mandated reporters of child abuse and neglect per Penal Code, Section 11165 (See Exhibit A-1, Reference Links), Child abuse and neglect in out-of-home care are defined in Section 11165.5 (See Exhibit A-1, Reference Links).

10.1 The CONTRACTOR and Resource Parents shall report all suspected child abuse allegations and incidents immediately upon discovery for all children to: (1) CCLD; (2) the COUNTY's Child Protection Hotline; (3) for DCFS children, to the DCFS Contract Program Manager; (4) for Probation children, to the Placement Administrative Services' (PAS) Officer of the Day (OD).

10.2 CONTRACTOR agrees that the safety of the child will always be the first priority. To ensure the safety of the children, CONTRACTOR will train Resource Families to immediately, upon discovery, notify the County's Child Protection Hotline, the OHCMD assigned monitor, and CCLD, whenever CONTRACTOR reasonably suspects that a Child has been a victim of abuse and/or is in danger of future abuse. CONTRACTOR will remain with the child if imminent risk is present. The CONTRACTOR and Resource Families shall not investigate allegations of child abuse and establish disposition prior to the investigation by the OHCMD assigned investigator and CCLD. If the CONTRACTOR rescinds a Resource Family Home Approval at the request of the Resource Family during an investigation and prior to disposition, CONTRACTOR shall notify the assigned OHCMD Monitor of the investigative status within 24 hours of the rescission.

10.3 CONTRACTOR shall ensure that all known or suspected instances of child abuse are reported to a child protective agency as defined in Penal Code, Section 11166 (See Exhibit A-1, Reference Links). This responsibility shall include:

10.3.1 A requirement that all employees, consultants, or agents performing Services under this Contract who are required by Penal Code, Section 11165.7 (See Exhibit A-1, Reference Links), to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.

10.3.2 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 (See Exhibit A-1, Reference Links), on procedures for reporting any reasonable suspicion of child abuse.

10.4 Special Incident via the I-Track System

The CONTRACTOR shall prepare and submit a Special Incident Report, via the I-Track System, for each Child in accordance with the guidelines and time frames in Exhibit A-5, Special Incident Reporting Guide. In addition to the reporting requirements described in Chapter 8.8 Foster Family Agencies, Articles 9, and Subchapter 1, Section 88361, the CONTRACTOR shall also notify the COUNTY of all reportable incidents via the I-Track web-based system (See Exhibit A-1, Reference Links).

For Probation children, the CONTRACTOR shall also report incidents by telephone to the PAS OD and the I-Track System. Failure to report via the I-Track system may result in further action as described in Exhibit N, Investigation/Monitoring/Audit Remedies and Procedures.

10.4.1 Each incident will be evaluated by the COUNTY on a case-by-case basis to determine appropriate corrective action.

10.5 Runaway and Child Abduction Procedures and Reporting

10.5.1 Call Law Enforcement

CONTRACTOR shall ensure the Resource Family keeps the contact information of the nearest law enforcement agency on hand and contact them immediately to file a Missing Persons' Report. Photographs may be released to law enforcement only in an effort to expedite locating of affected children. Identifying information for law enforcement shall only include a photograph of the child, description of clothing when last seen, date of birth, last location of the child, and any distinguishing marks or tattoos. CONTRACTOR shall inform law enforcement that photographs

and other personal identifying information which includes the child's social security number shall not be posted in any communities and document the discussion with law enforcement in the submitted Special Incident Report (SIR) via I-Track (Exhibit A-5)

10.5.1.1 CONTRACTOR shall ensure to get a report number, the name of the person taking the report and follow up by getting a copy of report and document all efforts. All efforts to locate the child shall be documented and any documentation related to the missing child must be maintained in the child's records.

10.5.1.2 CONTRACTOR shall submit the Missing Person's Report and reporting number to the County Worker by the next day after the incident, or as soon as the report is made available by the law enforcement agency.

#### 10.5.2 Call the County

CONTRACTOR shall ensure that Resource Parents, as soon as it is discovered that a child has been abducted or ran away, must call the County Worker or their supervisor. If after hours or on the weekend, or, unable to reach the County Worker or their supervisor, Resource Parents must call the **DCFS Child Protection Hotline at 1-800-540-4000**. For Probation youth, Resource Parents must call the PAS AWOL OD. Any assistance you can provide to the County Worker about neighbors, friends of the child, school officials and family members would be helpful in gathering more information.

10.5.2.1 COUNTY staff will need as much detailed information as can be provided. For instance: Who did the child leave the home with? Did someone pick up the child or did they leave on foot? Which direction did the child go in? Was there a parent, relative or friend involved? What was the child's state of mind – angry, depressed? What was the child wearing? For child(ren)/youth with a history of or at risk of Commercial Sexual Exploitation (CSEC) the CONTRACTOR shall ensure Resource Parents document and report to the County Worker any of the following:

- Child/youth exhibits behaviors or otherwise indicates that she/he is being controlled or groomed by another person;
- Child/youth spends time with people known to be involved in commercial sex;
- Child/youth's use of internet, cell phone, or social media involves social or sexual behavior that is atypical or his/her age.

10.5.2.2 CONTRACTOR shall ensure Resource Parents document and indicate if the child/youth fits any of the following descriptions:

- Child/youth has a history of running away, unstable housing, including multiple foster care placements, or periods of homelessness including couch surfing;
- Child/youth has had prior involvement with law enforcement or the juvenile justice system;
- Child/youth is frequently truant;
- Child/youth's relationships are concerning, placing him/her at risk or in danger of exploitation;
- Child/youth has a history of substance abuse, specifically narcotics, opiates, crack/cocaine and amphetamines.

10.5.3 CONTRACTOR shall ensure Resource Parents maintain important numbers to have on hand:

- CSW
- CSWs' supervisor
- Child Protection Hotline: (800) 540-4000
- Runaway Outreach Unit: (213) 765-7310
- Probation PAS AWOL OD  
(323) 730-4466
- Probation Group Home Monitoring Officer of the Day  
(323) 537-6297
- Closest law enforcement agency

10.5.4 I-Track Reporting

CONTRACTOR shall report a child abduction or runaway by completing an I-Track Special Incident Report. CONTRACTOR shall cross report to CCLD, the DCFS OHCMD Quality Assurance Section, Runaway Outreach Unit, PAS AWOL OD, and to the County Worker. The report shall include the time and date of the abduction or the runaway child was last seen and any significant details leading to the incident.

10.5.5 Supplemental Information

CONTRACTOR and Resource Families shall be familiar with the CDSS' All County Information Notice (ACIN) I-13-17, "Promising Practices for Youth Who Are Missing or Run Away From Foster Care" (See Exhibit A-1, Reference Links) shall assist the County Worker in completing the following forms: Substitute Care Provider Incident Report, the Special Incident Report-Runaway Addendum, the Safety Support Plan, and Missing/Runaway Youth De-briefing Form as instructed in the ACIN I-13-17.

10.5.6 CONTRACTOR shall keep all copies of reports and documentation for at least six (6) months.

## 10.6 Foster Care Search System (FCSS)

CONTRACTOR shall notify COUNTY of any and all updates and/or changes to the agency, vacancy information and placement homes, including when the Resource Family Home is approved or has its approval rescinded. CONTRACTOR shall report these updates/changes using the Foster Care Search System (FCSS). Notification of a Resource Family Approval shall occur prior to placement. Notification of a Rescission of Resource Family Approval shall occur within 72 hours following the date of rescission and shall include the name of the resource parent(s), date of birth, social security number and reason for rescission. These notices shall be sent to the DCFS' Revenue Enhancement Division via email to [DCFS\\_REUNIT@dcfs.lacounty.gov](mailto:DCFS_REUNIT@dcfs.lacounty.gov) or uploaded on the FCSS. Failure to provide this information to the COUNTY may result in a Do Not Refer Status being placed on the FFA. Furthermore, the agency must provide an LIC 9185, LIC 05A, or RFA 06 (See Exhibit A-1, Reference Links) or equivalent forms, as applicable and in accordance with Title 22, Chapter 8.8 Foster Family Agencies, Article 9, Subchapter 1, Section 88331.8 and 88371(d).

CONTRACTOR shall register in the FCSS (See Exhibit A-1, Reference Links) to create an account and access instructional training videos on the use of FCSS.

10.6.1 CONTRACTOR shall designate at minimum one staff per facility to update FCSS regularly, at a minimum weekly, to ensure information pertaining to the agency, caregiver preferences, population served, placement availability, RFA and RFA Rescission is current and accurate.

## 10.7 Utilization Report

CONTRACTOR shall provide OHCMD the total number of Resource Family Homes (Approved and Rescinded) and total number of bed vacancies on a monthly basis, by completing the monthly utilization reports (Exhibits A-6 and A-6a). CONTRACTOR shall submit the Monthly Utilization Report via e-mail at: [DevO@dcfs.lacounty.gov](mailto:DevO@dcfs.lacounty.gov) no later than the 10<sup>th</sup> day of each month or next business day if the 10<sup>th</sup> falls on a holiday or the weekend. This section will no longer be applicable once the FCSS's automated reporting capability is fully operational. COUNTY will notify CONTRACTORS in writing when the Utilization Report is no longer required.

## 11.0 PROGRAM COMPLIANCE AND QUALITY ASSURANCE

CONTRACTOR shall develop and implement a continuous quality improvement plan in accordance with Chapter 8.8 Foster Family Agencies, Article 9, and Subchapter 1, Section 88263, which shall include internal controls and monitoring that comply with this Contract and the Office of Management and Budget (OMB) Super-Circular.

11.1 Throughout the term of this contract, the COUNTY will monitor the CONTRACTOR's performance. Any failure by the CONTRACTOR to comply with the terms of this contract, including any failure to meet the performance targets described on each Performance Outcome Summary which follows, may result in COUNTY's termination of the whole or any part of the contract in accordance with Part II, Standard Terms and Conditions, Section 17.0, and/or placement of the CONTRACTOR on "Hold", "Do Not Refer" (DNR), or "Do Not Use" (DNU) Status or any other remedy specified in the Contract and as described in Exhibit N, Non-Compliance Remedies and Procedures.

11.2 Evidence-Based Practices

CONTRACTORS shall employ Evidence-Based Practices whenever possible in an effort to increase achievement of the COUNTY's Performance Outcome Goals as described in Exhibits A-7, A-8 and A-9. For information on Evidence Based Practices CONTRACTOR may refer to the ACIN No. I-28-18 (See Exhibit A-1, Reference Links).

**12.0 PLAN OF OPERATION AND PROGRAM STATEMENT CHANGES**

Any changes/addenda CONTRACTOR makes to the Plan of Operation and Program Statement must be submitted to the COUNTY and CCLD for approval. Changes may not be implemented until written approval from COUNTY is received. CONTRACTOR shall allow for sixty (60) days for COUNTY approval.

12.1 COUNTY may request that CONTRACTOR make revisions to its Plan of Operation and Program Statement by notifying CONTRACTOR in writing, thirty (30) days in advance, of any proposed changes.

12.2 CONTRACTOR shall coordinate with OHCMD staff to submit any changes via electronic submission through the web based electronic Program Statement Submission System (ePSSS) (See Exhibit A-1, Reference Links).

**13.0 INTENTIONALLY LEFT BLANK**

**PART C – PROGRAM SERVICES**

**14.0 CHILD AND FAMILY TEAM**

CONTRACTOR shall develop and maintain a process to participate and collaborate with the CFT to decrease the length of time to achieve permanency through the strengthening of family engagement and cross-agency networks of services and supports in accordance with WIC Section 16501(a)(4) (See Exhibit A-1, Reference Links).

14.1 The CFT process shall be aligned with the values of the County of Los Angeles Shared Core Practice Model (CPM) (See Exhibit A-1, Reference Links).

- 14.1.1 The CPM and the CFT process shall be family-centered to identify: (1) The family's strengths and underlying needs; (2) Collaborative case planning; (3) Decision making; (4) The consideration of the long-term success of the family.
- 14.1.2 For further guidance when developing the CFT process, the CONTRACTOR shall refer to the COUNTY's policy on CFT (See Exhibit A-1, Reference Links).
- 14.2 CONTRACTOR shall follow the CFT guidelines as described in Welfare and Institutions Code section 16501(a)(4) and as described in the CDSS All County Letter (ACL) No. 16-84 (See Exhibit A-1, Reference Links).
- 14.3 The CFT process is a solution-focused approach meant to draw on the family's history of protection and ability to solve problems. The information assists families develop their vision for their future and assists them in gathering a formal and informal support network that will be available to them after termination of formal services.
- 14.4 An effective CFT continues the process of engagement with the family, child and/or youth, NMD, and/or caregivers, includes persons who participate in the child's education and provides a process for transparent communication to ensure that services are well coordinated in collaboration with service providers.
- 14.5 CONTRACTOR shall ensure participation in the CFT by the Resource Families and any other staff identified by the CONTRACTOR.

## **15.0 CORE SERVICES AND SUPPORTS**

CONTRACTOR shall make Core Services and Supports available to children and non-minor dependents either directly or secured through formal agreements with other agencies, which are trauma-informed and culturally relevant as described in WIC 11463(b)(5) WIC 11463(b)(5) Chapter 8.8 Foster Family Agencies, Article 9, Subchapter 1, Section 88278.1; the Core Services Matrix (See Exhibit A-1, Reference Links) and with the program statement. All children shall have a right to fair and equal access to all available services, placement, care, treatment, and benefits.

### **15.1 Specialty Mental Health and Additional Treatment Services**

CONTRACTOR shall make Specialty Mental Health Services available to children who meet medical necessity criteria for specialty mental health services under the Medi-Cal Early and Periodic Screening, Diagnosis, and Treatment program, as the criteria are described in Section 1830.210 of Title 9, of the California Code of Regulations (See Exhibit A-1, Reference Links) and to the extent that funding and services are available and as identified in the Needs and Services Plan (NSP) in

collaboration with the CFT and in accordance with Chapter 8.8 Foster Family Agencies, Article 9, Subchapter 1, Section 88289.1.

#### 15.1.1 Psychiatric Assessment and Psychotropic Medication

CONTRACTOR shall take all necessary steps to ensure that any child in its care with a known history of psychiatric problems (including hospitalizations) receives a psychiatric assessment within thirty (30) days of admission, provided that such evaluation is authorized by DMH, conducted by a licensed mental health professional; and submit to the County Worker the written results of such tests and any other mental health treatment records when obtained by the CONTRACTOR.

15.1.1.1 Whenever psychotropic medication is prescribed as a result of the psychiatric assessment, the CONTRACTOR shall monitor psychotropic medications in accordance with Title 22, Chapter 8.8 Foster Family Agencies, Article 9, Subchapter 1, Section 88487.15.

15.1.1.2 CONTRACTOR shall follow the psychotropic medication guidelines JV-217-INFO (See Exhibit A-1, Reference Links) and ensure that any prescribing physician submitting an application for psychotropic medication authorization (JV-220A, JV-220B) for a foster child in residential placement, seeking an order pursuant to WIC 369.5, is credentialed by the DMH.

15.1.1.3 For each psychotropic medication prescribed to a child, the CONTRACTOR, in conjunction with the County Worker, shall monitor to ensure that: (1) the prescribing physician submits a request and obtains court authorization; and (2) these requests and orders are renewed every six (6) months (JV-220 form) (See Exhibit A-1, Reference Links). Upon receipt from the County Worker or physician, the CONTRACTOR shall maintain copies of the court authorizations in the child's case record.

15.1.1.4 CONTRACTOR shall incorporate into the treatment plan all psychotropic medication(s) the child receives per Foster Youth Rights and per Legal Rights of Teens in Out-of-Home Care (See Exhibit A-1, Reference Links).

15.1.1.5 CONTRACTOR shall follow COUNTY Policy as it relates to the Resource Parents as prescribed in DCFS Policy # 0600-514.10 (See Exhibit A-1, Reference Links) and Title 22, Chapter 8.8 Foster Family Agencies, Article 9, Subchapter 1, Section 88487.16(g) regarding psychotropic medication: authorization, review, and monitoring for a DCFS supervised child.



15.1.1.6 CONTRACTOR shall educate and assist the Resource Family and children regarding Psychotropic Medication use in accordance to DCFS Psychotropic Medication Policy No. 0600-514.10 (See Exhibit A-1, Reference Links), and document any pertinent observations of symptoms etc. for the completion and submission of court forms JV 218 and JV 219 (See Exhibit A-1, Reference Links). CONTRACTOR shall provide the JV 218 and JV 219 forms to the child and Resource Parent(s). Although use of the forms is optional, CONTRACTOR as part of educating Resource Families, shall encourage the completion of the forms, which may be used to inform the court how they feel about the use of psychotropic medication, effectiveness of the medicine, and any side effects of the medicine. If the Resource Parent(s) opt(s) not to complete the JV-219 form, the Resource Parent(s) may send a letter to the Judge, confer with the judge at the hearing, or ask the social worker or Court Appointed Special Advocate to tell the judge how they feel. Upon request from the COUNTY, the Resource Parent(s) shall provide verbal responses to the questions in the JV-219 form.

15.1.1.7 At the time of a child's replacement, the CONTRACTOR shall follow the procedures for the transfer of psychotropic medication, as indicated in this SOW, Section 15.3.12.3.

15.1.1.8 CONTRACTOR shall ensure all documentation for the child's mental health, psychological and/or psychiatric evaluations, including hospitalizations shall be maintained in the child's file as described in Chapter 8.8 Foster Family Agencies, Article 9, and Subchapter 1, Sections 88270 and 88270.1.

#### 15.1.2 Additional Treatment Services

CONTRACTOR shall assist in locating and referring children to School-Based Mental Health Services, Day Rehabilitation, Day Treatment Intensive, Crisis Stabilization and Therapeutic Behavioral Services, in collaboration with the CFT and whenever identified in the NSP, to be included as part of the treatment plan and in accordance with the Core Services Matrix (See Exhibit A-1, Reference Links).

#### 15.2 Transition Services

CONTRACTOR shall provide transition support services for children and families upon initial entry and placement changes and for families who assume permanency through reunification, adoption, or guardianship and as identified in the NSP in collaboration with the CFT and in accordance with the Core Services Matrix (see Exhibit A-1, Reference Links) and Title 22, Chapter 8.8 Foster Family Agencies, Article 9, Subchapter 1, Sections 88268.2, 88268.21 and 88268.3.

### 15.2.1 Prior Authorization Required for Movement of Children

In collaboration with the CFT, the CONTRACTOR shall obtain prior authorization from the County Worker before a child is moved from one Resource Family Home to another or whenever a child leaves the CONTRACTOR's Program.

### 15.2.2 Procedure for Emergency Replacement:

In the event of an emergency, the CONTRACTOR may move a child without prior authorization from the County Worker. The FFA shall make every effort to keep the child in the same school, if in the best interest of the child as determined by the child's education rights holder. For the purposes of this paragraph, an emergency is defined as any situation that threatens the health and safety of the child or others in the Resource Family Home.

15.2.2.1 For DCFS, CONTRACTOR shall notify either the child's County Worker, the County Worker's supervisor, the County Worker's administrator or, after working hours, for DCFS children call the Child Protection Hotline (800-540-4000), of the emergency replacement. For Probation, the CONTRACTOR shall contact the DPO of record during normal working hours, and PAS Officer of the Day. Notification shall be made as soon as possible but no later than 24 hours after the child is moved. CONTRACTOR shall then discuss the situation with the County Worker or the County Worker's supervisor and document the conversation and decision in the child's record.

15.2.2.2 CONTRACTOR shall inform the CFT immediately or not later than 72 hours after emergency replacement.

15.2.2.3 A child shall not be moved from an approved Resource Family home to a non-approved Resource Family home. This includes changing a Resource Family home from a contracted site to a non-contracted site.

### 15.3 Education, Physical, Behavioral, Mental Health, Extracurricular Supports

CONTRACTOR shall provide educational and physical, behavioral, and mental health supports, including extracurricular activities and social supports as identified in the NSP in collaboration with the CFT and in accordance with the Core Services Matrix (See Exhibit A-1, Reference Links).

### 15.3.1 Stable School Placements

CONTRACTOR shall ensure that Resource Parents collaborate with the County Worker to ensure stable school placements in accordance with WIC Section 16501.1(d)(4), and (g)(8)(B) (See Exhibit A-1, Reference Links). CONTRACTOR shall also ensure that Resource Parents collaborate with the County Worker and the pertinent educational institution in accordance with Education Code Section 48850(a) and (b) (See Exhibit A-1, Reference Links).

### 15.3.2 Right of Children to Remain in School of Origin

CONTRACTOR shall ensure Resource Parents work in collaboration with the CFT and make every effort to maintain children in their school of origin, if in the best interest of the child as determined by the child's education rights holder and in accordance with EDC Sections 48853.5(e)(1)-(4), 48853.5(d)(1 and 2), and 48853.5(d)(4)(A) (See Exhibit A-1, Reference Links).

15.3.2.1 CONTRACTOR shall transport children to their school of origin or utilize alternate systems for transportation put in place by DCFS and/or school districts.

### 15.3.3 Immediate Enrollment of Children in School

If the educational rights holder has made a determination that it is in the best interest of the child to transfer from their school of origin, the CONTRACTOR shall ensure Resource Parents immediately enroll the child in his/her local school in accordance with EDC, Section 48853.5(f)(8)(B) (see Exhibit A-1, Reference Links).

15.3.3.1 The CONTRACTOR shall ensure Resource Parents actively begin the enrollment process of the child immediately, in order to engage the school for possible assistance with an acute issue and/or arrange for home-hospital instruction or homeschooling.

15.3.3.2 In the event immediate enrollment is not possible due to an acute issue with the child, the CONTRACTOR shall ensure Resource Parents provide a written certification from a mental health or medical provider to the County Worker that there is an acute issue requiring a specific amount of time for resolution; or, the CONTRACTOR shall provide proof that the education rights holder agrees that the delay in school enrollment is in the child's best interest.

15.3.3.2.1 The acute issue experienced by the child causing the delay in school enrollment, shall be documented in a SIR and in the child's case file.

15.3.3.3 CONTRACTOR shall ensure the Resource Parents, in collaboration with the child's education rights holder, DCFS and the school district, ensure that the child is enrolled in classes that are appropriate to the child's academic level, that will fulfill graduation requirements, and that are on a comprehensive campus unless there is a current expulsion order, an IEP that requires an alternative school setting, or the education rights holder consents to a different school setting. If the CONTRACTOR believes the child needs an initial or updated IEP, the CONTRACTOR shall work with the child's education rights holder and the school district to initiate the IEP process. CONTRACTOR shall document all educational barriers in the Education Section of the NSP, Exhibit A-11.

15.3.3.4 CONTRACTOR shall ensure children participate in educational enrichment activities while awaiting school enrollment.

#### 15.3.4 Resource Foster Parents' Participation in Child's School Program

The CONTRACTOR shall ensure Resource Parents work with the child's education rights holder and the school district in supporting the educational needs and rights of the child. All efforts must be documented and reported in the Education Section of the NSP, Exhibit A-11.

15.3.4.1 CONTRACTOR shall ensure that the Resource Parent(s), in coordination with the child's education rights holder if the Resource Parent is not the education rights holder, are: (1) representing the child at parent meetings, open houses, etc.; (2) working with the 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) encouraging and assisting the child to participate in school activities; and (4) arranging appropriate transportation to and from school as indicated in Chapter 8.8 Foster Family Agencies, Articles 9, and Subchapter 1, Section 88487.10.

15.3.4.2 The child has the right to be enrolled in the least restrictive environment at school. The child's education rights holder, school district, DCFS and the CONTRACTOR shall work together to ensure the child is enrolled in the appropriate academic level of classes to progress the child to a timely high school graduation.

15.3.4.3 The CONTRACTOR along with the Resource Parents shall work with the education rights holder and the County Worker to determine the most effective transportation method, assist the caregiver in obtaining transportation cost reimbursement from DCFS if needed, and identify other transportation options if the Resource Parents cannot transport the child to the school of origin.

#### 15.3.5 Daily Homework and Cognitive/Developmental Stimulation

CONTRACTOR shall ensure Resource Parents provide daily homework assistance and make every attempt to engage the youth in completing homework and studies to ensure completion thereof. This assistance should include positive reward systems access to each class' homework assignment from the school (teacher email and/or parent portal) and reviewing the child's work. CONTRACTOR shall ensure Resource Parents communicate with the school regularly to ensure homework completion and academic progress. In addition, CONTRACTOR shall ensure Resource Parents arrange for a quiet working area with appropriate school supplies and computer(s).

15.3.5.1 CONTRACTOR shall ensure Resource Parents provide sufficient computer access in terms of amount of time and number of computers that are updated and maintained with internet access with parental controls and current technology.

15.3.5.2 CONTRACTOR shall ensure Resource Parents schedule at minimum one-hour per day during the summer break for youth to work online with literacy and/or math program opportunities. CONTRACTOR shall assist and ensure Resource Parents explore all resources available with youth, including but not limited to [www.ilponline.org](http://www.ilponline.org), [www.cacareerzone.org](http://www.cacareerzone.org), [www.educate-ca.org](http://www.educate-ca.org), and [www.kids-alliance.org](http://www.kids-alliance.org). CONTRACTOR shall document reasons for a youth not participating in the scheduled activities in the Education Section of the NSP, Exhibit A-11.

15.3.5.3 CONTRACTOR shall ensure that Resource Parents engage the child in age and developmentally appropriate activities. These may include computer access time, tutoring, homework assistance, visits to the library or museums, reading, arts, crafts, music, dramas, extracurricular activities and other educational enrichment. CONTRACTOR shall document reasons for a child not participating in developmental appropriate activities in the Education Section of the NSP, Exhibit A-11.

### 15.3.6 Tutoring

CONTRACTOR shall ensure Resource Parents work with the school district in determining the need for tutoring and if any tutoring is available at the child's school.

- 15.3.6.1 CONTRACTOR shall make the tutoring arrangements and provide the necessary supports for participation before or after-school.
- 15.3.6.2 CONTRACTOR may consider Los Angeles County Office of Education (LACOE) Foster Youth Service Coordinating Program (FYSCP) Tutoring Program and other community-based tutoring resources (See Exhibit A-1, Reference Links).
- 15.3.6.3 CONTRACTOR shall provide tutoring when the youth is struggling in their class work and homework, receiving D's or F's, working below grade level in reading, writing, math or, if determined necessary by the CFT and/or the school's Student Study Team, to improve the child's basic reading, writing, and math skills.
- 15.3.6.4 The CONTRACTOR is not obligated to pay for items covered by public funds.

### 15.3.7 Educational Information

CONTRACTOR shall document in the NSP and report to the County Worker and the educational rights holder the following information: 1) child's attendance; 2) child's academic and extra-curricular achievements; 3) issues of concern related to school matters; 4) child's behavior; 5) school officials' concerns about the child's health; 6) suspension or discipline of the child; 7) academic credits; 8) strengths of the child; and 9) if the child is at risk of suspension or expulsion, or there is a concern related to the current or potential special education needs of the student, the CONTRACTOR shall additionally report them to the attorney for the child.

### 15.3.8 School Photos, Uniforms, Proms, Graduations, etc.

CONTRACTOR shall ensure that each child receives school photos and uniforms when appropriate. CONTRACTOR shall ensure that each child is given the opportunity to attend his/her prom(s) and graduation(s).

### 15.3.9 Immunizations and Routine Health Care

CONTRACTOR shall monitor the immunization and routine health care status of all children in accordance with the Child Health Disability Prevention (CHDP) Program (See Exhibit A-1, Reference Links).

15.3.9.1 CONTRACTOR shall, to the extent possible, utilize a Child Health Disability Prevention (CHDP) provider doctor/dentist, who does CHDP equivalent exams and performs the initial medical/dental assessment, care, and follow through. CONTRACTOR shall follow Medical/Dental Exams Periodicity Schedule for children (See Exhibit A-1, Reference Links).

15.3.9.2 If CONTRACTOR needs assistance in locating a CHDP provider doctor/dentist, CONTRACTOR may (1) log onto the web site of the Los Angeles County Department of Public Health (See Exhibit A-1, Reference Links); (2) contact the child's County Worker; (3) contact a COUNTY Public Health Nurse; or (4) contact the DCFS Medical Director's Office at (213) 351-5614.

### 15.3.10 Medical, Dental, and Sexual and Reproductive Health Care Services

CONTRACTOR shall ensure that the necessary medical, dental, and psychiatric needs of the child are met according to the Medi-Cal program, and Title 22, Division 6, Chapter 1, Section 80075, Chapter 4, Section 83075 and Chapter 8.8 Foster Family Agencies, Article 9, Subchapter 1, Sections 88487.15, 88565.1, 88569.1 and 88572.2.

15.3.10.1 CONTRACTOR shall ensure that Resource Foster Parents have plans for emergency medical, dental and psychiatric treatment for children. Each Resource Family shall be trained in the procedures to activate such plans prior to receiving a Resource Family Approval Certificate.

15.3.10.1.1 CONTRACTOR shall ensure children receive medical and dental services from the provider of their choice, if payment is authorized under applicable Medicaid law.

15.3.10.2 CONTRACTOR shall ensure youth and NMDs have access and receive sexual and reproductive health services, as requested by the youth or NMD. CONTRACTOR shall also ensure the confidentiality rights of youth and NMDs pertaining to their sexual and reproductive health care and their related

sexual and reproductive health rights are respected and protected in accordance to ACL No. 18-62 (see Exhibit A-1, Reference Links). This includes the right to receive sexual and reproductive health services in a timely manner, and from the provider of their choice, if payment is authorized under applicable Medicaid law. For further guidance CONTRACTOR may refer to additional information found at CDSS website regarding resources for caregivers, mentors, social workers and probation officers (see Exhibit A-1, Reference Links).

#### 15.3.11 Reimbursement for Medical, Dental, and Psychiatric Costs

CONTRACTOR shall utilize the Medi-Cal program for all eligible medical, dental, and psychiatric care costs for children.

- 15.3.11.1 To the extent reimbursed by Medi-Cal or private insurance or otherwise reimbursed by the COUNTY, the CONTRACTOR shall ensure that each child receives routine physical and dental exams, any needed medical or dental care, and information and instructions on any ongoing medical or dental treatment or medications needed within a three-month period prior to Emancipation.
- 15.3.11.2 If a child does not have valid proof of Medi-Cal coverage, the CONTRACTOR shall immediately contact the Foster Care Payment Hotline (800-697-4444) and notify the County Worker.
- 15.3.11.3 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 care services for the child through a COUNTY or COUNTY contracted facility. Information for COUNTY or COUNTY contracted providers (See Exhibit A-1, Reference Links).
- 15.3.11.4 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 email or facsimile, prior written approval from the County Worker or the County Worker's supervisor. If the County Worker does not respond to CONTRACTOR's written request within three (3) business days, CONTRACTOR shall attempt to contact the County Worker's supervisor. CONTRACTOR shall maintain written documentation of attempts to obtain said written approval.



15.3.12 Administration of Prescription and Non-Prescription Medications

CONTRACTOR shall ensure that Resource Parents record the date and time of all prescription and non-prescription medication administered to the child in accordance with Title 22, Division 6, Chapter 1, Section 80075 and Title 22, Chapter 8.8, Foster Family Agencies, Article 9, Subchapter 1, Section 88487.1.

15.3.12.1 CONTRACTOR shall ensure Resource Parents provide all necessary instructions to the person responsible for the care of the child when the child is away from the Resource Family Home for visits in order for the child to remain medication compliant as prescribed by a physician. Resource Parents shall encourage the person responsible for the care of the child to maintain a record of the date and time of all prescription and non-prescription medication administered to the child. CONTRACTOR shall ensure the Resource Parents maintain a record of the parties responsible for providing the child medication when the child is away from the Resource Family Home during visits.

15.3.12.2 In accordance with Title 22, Chapter 1, Section 80087(h), medicine shall be stored as specified in Section 80075(j) and (k) and kept as separately from other items specified in Section 80087(g). The items specified in Section 80087(g) shall not be stored in food storage areas or in storage areas used by or for clients.

15.3.12.2.1 CONTRACTORS provide and respect private storage space and personal belongings of the youth and NMD as it relates to their sexual and reproductive health care, including storage of birth control, in accordance with WIC 16001.9 (a)(18) and Title 22, Division 6, Chapter 1, Section 87075(1)(b).

15.3.12.3 At the time of a child's replacement, the CONTRACTOR shall give any medications and court authorizations, including psychotropic medications to the County Worker. If the medications and court authorizations are not available at the time of replacement (outside the current agency), CONTRACTOR shall arrange for the transfer of medication within 24 hours to the child's new placement. CONTRACTOR shall use Exhibit A-16 to record the type of medication being transferred, the amount of medication, and the receiving party and transferring party's information, which

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shall minimally include, name, title, address, telephone number, date and signatures.

15.3.12.4 CONTRACTOR shall ensure appropriate disposal of discontinued medication by following recommendations available at the Don't Rush to Flush Website (see Exhibit A-1, Reference Links).

15.3.12.5 CONTRACTOR shall ensure appropriate disposal of confiscated controlled substances by first contacting the local law enforcement agency; If the local law enforcement agency refuses to accept, then CONTRACTOR shall follow the recommendations available at the US Department of Justice, Drug Enforcement Administration, Diversion Control Division, Drug Disposal Information website (see Exhibit A-1, Reference Links).

15.3.13 Maintenance of the Education and Medical Portion of the Health and Education Passport (HEP) or the equivalent.

CONTRACTOR shall file and maintain copies of updated relevant records in the HEP when received from the COUNTY, in accordance with Title 22, Chapter 8.8 Foster Family Agencies, Articles 9, and Subchapter 1, Section (e)(2)(C) and WIC Section 16010 (See Exhibit A-1, Reference Links).

15.3.14 Extracurricular, Enrichment, Cultural, and Social Activities

CONTRACTOR shall ensure that Resource Families encourage, allow and provide children opportunities to participate in age and developmentally appropriate cultural, extracurricular, enrichment, and social activities in accordance with WIC 362.05 (See Exhibit A-1, Reference Links) and Title 22, Chapter 8.8, Foster Family Agencies, Article 9, Subchapter 1, Section 88487.14, and document in the NSP including: (1) group interaction activities, both at the Resource Family Home and in the community; (2) school based and physical activities such as games, sports, and exercise, both at the Resource Family Home and in the community; (3) individual and family-oriented leisure time activities; (4) educational activities such as assistance with homework; (5) daily living skills activities such as bathing, dressing, grooming, manners, shopping, cooking, money management, and use of public transportation; and (6) For a child age 16 or older or a non-minor dependent, a Resource Family shall provide access to information regarding available vocational and postsecondary educational options. However, in accordance with Title 22, Division 6, Chapter 4, Section 83079(b), the child shall not be required to perform activities that interfere with school, training, treatment programs or family visits.

- 15.3.14.1 Resource Parents shall apply the Reasonable and Prudent Parent Standard as described and defined in Chapter 8.8 Foster Family Agencies, Article 9, and Subchapter 1, Section 88201(r)(1), when making decisions about allowing children's participation in age and developmentally appropriate cultural, extracurricular, enrichment, and social activities.
- 15.3.14.2 CONTRACTOR shall provide instruction to the Resource Family on developing cultural humility, competency and sensitivity and related best practices to provide adequate care for children across diverse ethnic and racial backgrounds, as well as children identifying as lesbian, gay, bisexual, or transgender and further develop ways to provide opportunities to encourage the development of the child's cultural awareness, ethnic, racial and sexual identity, thereby increasing self-esteem.
- 15.3.14.3 CONTRACTOR shall explore ways for Resource Families to develop cultural humility and help identify, promote and engage in supportive, culturally appropriate, child-centered practices that respect Native American history, culture, retention of tribal membership and connection to the tribal community and traditions for children.
- 15.3.14.4 CONTRACTOR shall ensure Resource Parents encourage and allow children to participate in culturally appropriate, child-centered activities relevant to the child's ethnic, racial and sexual identity, which may also include recreational extracurricular activities such as dance, art, sports, music, entertainment, etc.

15.3.15 Balanced Diet, Snacks, Special Diets, and Physical Activity

CONTRACTOR shall ensure that Resource Families provide a balanced diet in sufficient quantities as defined in Title 22, Division 6, Chapter 1, Section 80076; Chapter 4, Section 83076; and Chapter 8.8 Foster Family Agencies, Article 9, and Subchapter 1, 88487.11. A variety of nutritious meals, snacks, and beverages shall be made reasonably available unless specified in the NSP.

- 15.3.15.1 CONTRACTOR shall ensure Resource Parents provide for the special dietary needs of children including but not limited to vegetarian, vegan, religious and health based diets; and shall be documented in the child's NSP as recommended by the child's physician or nutritionist. CONTRACTOR shall

inform the County Worker when special dietary needs arise due to medical problems/conditions. The quantity and quality of food available to household members shall be equally available to placed children.

15.3.15.2 CONTRACTOR shall ensure Resource Families use the most current age-appropriate nutritional and physical activity guidelines as recommended by the Centers for Disease Control, Division of Nutrition, Physical Activity, Obesity and the American Academy of Pediatrics (See Exhibit A-1, Reference Links). CONTRACTOR shall include monitoring processes to ensure compliance with these guidelines.

#### 15.3.16 Food Preparation and Storage

CONTRACTOR shall monitor for Compliance with Title 22, Section 80076, for food storage, food preparation, and sanitation procedures to prevent transmission of infectious illnesses.

15.3.16.1 CONTRACTOR shall monitor for compliance that Resource Families do not serve frozen or powdered milk for drinking.

#### 15.4 Transition to Adulthood Services

CONTRACTOR shall assist and ensure Resource Families provide activities designed to support transition-age youth and non-minor dependents in achieving a successful adulthood as identified in the NSP in collaboration with the CFT as described in Title 22, Chapter 8.8, Foster Family Agencies, Article 9, Subchapter 1, Sections 88222.1 (b)(2)(C) and in accordance with the Core Services Matrix (See Exhibit A-1, Reference Links).

15.4.1 For a child 16 years of age or older, the CONTRACTOR shall initiate family finding and engagement practices upon placement to assist the child and the County Worker in identifying biological or non-related family members to support lifelong connections that will help the child prepare for transition from foster care to independent living.

#### 15.4.2 The Transition Independent Living Program (TILP)

CONTRACTOR shall participate with the County Worker in the development of a Transitional Independent Living Plan (TILP) for each youth 14 years or older and should receive an updated, signed TILP for any youth every 6 months after the initial TILP is received. CONTRACTOR shall have a copy of the TILP from the County Worker on file. CONTRACTOR and Resource Parents co-operate with the County Worker to implement the youth's TILP as appropriate.

15.4.3 Cooperation with the COUNTY's Youth Development Services (YDS)

CONTRACTOR shall ensure that Resource Parents facilitate participation by youth ages 16 years and older in the COUNTY's YDS.

15.4.4 Participation in the COUNTY's YDS Independent Living Program (ILP)

CONTRACTOR shall assist with and ensure that Resource Parents facilitate participation by youth, ages 16 and older, in the COUNTY's YDS ILP, and Individualized Transitional Skills Program (ITSP), including plans for NMDs and emancipating youth, including career/vocational training, work experience, and higher education opportunities.

15.4.5 Independent Living Skills

CONTRACTOR shall assist with and ensure that Resource Parents develop an individualized plan for each youth to learn basic living skills within the context of the family home setting. Such skills may include, as age appropriate: (1) learning to plan, shop for, and prepare balanced meals; (2) purchase and care of clothing; (3) basic housekeeping skills; (4) budgeting; (5) use of public transportation as appropriate; (6) personal safety; and (7) health care and personal hygiene.

15.4.5.1 CONTRACTOR shall assist with and ensure that Resource Parents facilitate participation in COUNTY approved Emancipation services and/or participate in community based Emancipation Services similar to the COUNTY's Independent Living Program for children unable to participate in the COUNTY'S Independent Living Program or approved Emancipation Services.

15.4.5.2 CONTRACTOR shall assist with and ensure that Resource Parents teach the child how to set short-term and long-term goals and objectives appropriate to the developmental level of the child. CONTRACTOR shall assist with and ensure that Resource Parents discuss possible short-term and long-term goals and objectives with the child as they relate to the NSP, career plans, strengths and interests, and educational possibilities. These discussions of life goals are to help prepare the child for Emancipation and adulthood, and, where the permanency plan is for Family Reunification, return to his/her family.

15.4.5.3 CONTRACTOR shall ensure that youth are not disciplined by preventing them from attending career/vocational training programs or working on the job.

## 15.5 Permanency Support Services

CONTRACTOR shall assist with and ensure Resource Parents provide services to achieve permanency, including supporting efforts to reunify or achieve adoption or guardianship and efforts to maintain or establish relationships with parents, siblings, extended family members, tribes, or others important to the child or youth, as appropriate; and as identified in the NSP, in collaboration with the CFT, in accordance with the Core Services Matrix (See Exhibit A-1, Reference Links) and Title 22, Chapter 8.8, Foster Family Agencies, Article 9, Subchapter 1, Sections 88331.4.

### 15.5.1 Permanency Planning

CONTRACTOR shall assess the strengths, training, skills, and interests of each Resource Family in order to match them, to the extent possible and appropriate, to each child's:

- Permanency plan for family reunification/relative placement, adoption, legal guardianship, or planned permanent living arrangement.
- Need for sibling group placement, neighborhood/school-based placement, or special health care needs placement.

#### 15.5.1.1 Facilitating Legal Permanency Plans

CONTRACTOR, in collaboration with the CFT and the County Worker, shall facilitate the implementation of any permanent placement, such as family reunification, adoption, or legal guardianship, as determined by the COUNTY in collaboration with the CFT for a child under the CONTRACTOR's care. CONTRACTOR shall ensure that the Resource Family cooperates with the COUNTY in the facilitation of the identified permanency plan.

15.5.1.1.1 CONTRACTOR shall attend all CFT meetings to discuss permanency planning. The County Worker will provide as much advance notice of the meetings as possible.

15.5.1.2 Once a guardianship is finalized or an adoptive placement of a child in an approved home occurs, COUNTY shall notify CONTRACTOR.

15.5.1.3 Family Finding, Identifying, Developing, and Maintaining Important Relationships.

CONTRACTOR in collaboration with the COUNTY shall initiate family finding and engagement practices upon placement in order to assist the child in identifying, developing and maintaining important relationships with family, and non-related extended family members, provided that these relationships are in the child's best interests and are consistent with the COUNTY Case Plan. CONTRACTOR shall assist the County Worker in identifying these individuals as potential permanency resources. CONTRACTOR shall, to the extent possible, partner with existing mentoring programs or develop their own mentoring resources to enable children to develop a connection with a caring adult, when important relationships are lacking, in accordance with the Core Services Matrix and WIC Section 16001.9(a)(15) (See Exhibit A-1, Reference Links).

15.5.1.3.1 For a youth 16 years of age or older, the CONTRACTOR shall assist the youth and the County Worker in identifying a caring adult that will help the child prepare for transition to self-sufficiency.

15.5.1.4 Teen Parents and their Children

Teen parents and their non-dependent children shall be placed together whenever possible and appropriate. A WFFH supports the Department's efforts to achieve timely permanency for children by providing support and services to teen parent family units in order to strengthen the young family and foster safety and independence.

15.5.2 Family Reunification

If the permanency plan is for family reunification, the CONTRACTOR shall assist the COUNTY in reunification efforts by: (1) placing a child at an RFA Home in his/her own neighborhood to the extent possible; (2) facilitating visits and arranging transportation for the child with the family consistent with the orders of the court and the NSP; (3) offering and/or supporting other reunification services such as family counseling; (4) monitoring the visits with the family consistent with the CFT recommendations, the case plan and court orders. CONTRACTOR shall ensure that the Resource Family cooperates with such reunification efforts and visitation.

15.5.3 Legal Guardianship and Adoption

15.5.3.1 If the child's permanency plan is for legal guardianship or adoption, the CONTRACTOR shall participate with the County

Worker to assess both the strengths and special needs of a child to assist in determining an appropriate match.

15.5.3.2 CONTRACTOR shall facilitate the child's involvement in legal guardianship or adoption-related activities and visits with the COUNTY identified proposed prospective family. CONTRACTOR shall provide counseling, support, and education for the child and the child's Resource Family in making decisions and transitions related to legal guardianship, adoption or to any other legally permanent placement.

15.5.3.3 The COUNTY shall provide information, and the CONTRACTOR shall be fully informed, about the Adoption Assistance Program and the differences between legal guardianship, adoption, and foster care.

If the permanency plan is for relative legal guardianship, other legal guardianship, or adoption, the CONTRACTOR shall assist the COUNTY by: 1) facilitating visits and arranging transportation of the child with the COUNTY identified proposed prospective family consistent with the NSP; 2) offering support services such as family counseling to the child and the COUNTY identified proposed prospective family; and 3) monitoring visits with the COUNTY identified proposed prospective family as needed.

#### 15.5.4 Post Permanency

CONTRACTOR shall provide transition and post permanency support services for children following reunification, guardianship, or adoption to sustain permanency in accordance with Title 22, Chapter 8.8, Foster Family Agencies, Article 9, Subchapter 1, Sections 88278.1 (a)(2)(5) and (b)(1).

#### 15.6 Indian Child Services

CONTRACTOR, whenever serving Indian children, as defined in subdivisions (a) and (b) of WIC Section 224.1, shall provide the core services as specified in the Core Services Matrix, Subparagraphs (A) to (E), inclusive, to eligible children consistent with active efforts pursuant to WIC Section 361.7 and in accordance to the Federal Indian Child Welfare Act (25 U.S.C. Sec. 1901 et seq.) (See Exhibit A-1, Reference Links), its historical significance, the rights of children covered by the act, and the best interests of Indian children as including culturally appropriate, child-centered practices that respect Native American history, culture, retention of tribal membership, and connection to the tribal community and traditions.



15.6.1 CONTRACTOR shall provide unique services to Indian children as identified in the NSP, in close collaboration with the CFT and the DCFS American Indian Unit in collaboration with COUNTY and in accordance with the federal Indian Child Welfare Act (ICWA) (See Exhibit A-1, Reference Links).

15.6.2 CONTRACTOR shall refer to the National Indian Child Welfare Association for further guidance (See Exhibit A-1, Reference Links).

## **16.0 RESOURCE FAMILY APPROVAL**

CONTRACTOR shall abide by all regulations pertaining to the Resource Family recruitment, application, clearance, approval process, training, monitoring of continuing requirements and provide professional support of Resource Family Homes according to Title 22, Chapter 8.8 Foster Family Agencies, Article 9, Subchapter 1, Articles 1-7, and this SOW, including any future amendments thereto.

16.1 The approval of the resource parent(s) by CONTRACTOR does not create a volunteer, subcontractor, employment, agency, partnership or joint-venture relationship between CONTRACTOR and the Resource Family Parent. CONTRACTOR's role includes, but is not limited to, approving the resource parent(s); making the placement match between COUNTY placing agency and the Resource Family Parent(s); and signing a placement Contract with the Resource Family Parent(s) for each child in the Resource Family Home. CONTRACTOR shall also provide support services to the Resource Families, the child and the child's family in accordance with CONTRACTOR's Plan of Operation and Program Statement (Exhibit B), and the child's Case Plan/Case Plan update.

16.1.1 CONTRACTOR shall ensure that Resource Families reside at legal addresses and do not utilize P.O. Boxes for their mailing addresses.

16.1.2 CONTRACTOR shall ensure that Resource Families have a telephone number with a local area code available in the home at all times in accordance with Title 22, Division 6, Chapter 9.5, Article 2, Section 39373 and Chapter 8.8 Foster Family Agencies, Article 9, and Subchapter 1, Section 88487.9.

16.1.3 COUNTY does not have any licensing, approval or certification relationship with CONTRACTOR's Resource Family Home. A FFA Resource Parent home may not be approved by more than one FFA at any given time.

16.1.3.1 As Resource Family Homes are approved with CONTRACTOR, it is CONTRACTOR's responsibility to submit disapproval for cause notices to COUNTY, in the event of a Hold status. COUNTY shall remove, or cause to be removed, all

children from the Resource Family Home. CONTRACTOR shall not direct Resource Parents to contact COUNTY in the event of an imposed Hold action on a Resource Family Home. Further, as this Foster Care Agreement is with CONTRACTOR, Resource Family Homes, in such event a Hold status is imposed, no DCFS local agency grievance policies and procedures will occur.

16.1.3.2 Sub-section 16.1.3 above shall not prohibit COUNTY or FFA staff from giving individuals, including approved/licensed foster parents, appropriate information about licensing, approval, legal guardianship and adoption upon request or in compliance with State adoption regulations.

16.1.4 COUNTY shall notify CONTRACTOR of its intent to place child(ren) in a home of a relative or extended family member in a Resource Family Home.

## 16.2 Pre-Approval Training

CONTRACTOR shall ensure prospective Resource Families receive pre-approval training as described in Title 22, Chapter 8.8 Foster Family Agencies, Article 9, and Subchapter 1, Sections 88331.4(a)(1), 88331.6, 88331.7(b)(7), and 88431.3(a).

16.2.1 CONTRACTOR shall train Resource Families to meet the children's needs and understand the Case Plan goals of: (1) family reunification; (2) adoption; (3) legal guardianship; (4) permanent placement; (5) placement of sibling groups in the same home; (6) teen parents and their children; (7) neighborhood/school-based placements; or (8) placement of children with special health care needs; or (9) self-sufficiency of youth and NMDs. CONTRACTOR shall recruit Resource Families with these objectives in mind.

## 16.3 Resource Family Approval Assessment Process

CONTRACTOR shall ensure applicants meet all requirements as indicated on Title 22, Chapter 8.8 Foster Family Agencies, Article 9, and Subchapter 1, Article 5.

16.3.1 CONTRACTOR shall complete all recruitment, clearances, application process and necessary assessments for the approval of each prospective Resource Family in accordance with all sections found in Title 22, Chapter 8.8 Foster Family Agencies, Article 9, and Subchapter 1, Article 2.

16.3.2 CONTRACTOR shall provide OHCMD Program Manager's designee a copy of each Resource Family Approval Certificate.

16.3.3 CONTRACTOR shall retain all documents associated to the Resource Family Approval process and made available upon request.

16.4 Child Welfare History Review Prior to Placement

16.4.1 No child shall be placed with a Resource Family until the FFA has completed the RFA process as indicated in Chapter 8.8, Foster Family Agencies, Articles 9, and Subchapter 1, in the Interim Licensing Standards commencing with Section 88330 and the Resource Family Home has obtained a Resource Family Approval Certificate.

16.4.2 CONTRACTOR shall complete a child welfare history review in collaboration with the COUNTY in accordance with HSC 1517(h), prior to placement with a newly approved Resource Family. The CONTRACTOR shall complete and submit the Child Welfare History Review Form (Exhibit A-12) to their assigned OHCMD/PPQA Monitor for each prospective RFA applicant in the household. Child welfare history results are to be used as part of the FFA's Comprehensive Assessment of the prospective resource family and shall not solely be used to deny or approve a Resource Family Home.

16.4.3 The CONTRACTOR shall require the applicant(s) of the Resource Family living in the household to sign a Release of Information form (Exhibit A-12a), which shall be submitted with the Child Welfare History Review form (Exhibit A-12) to the CONTRACTOR's assigned monitor. Based on the information provided to the assigned monitor, the COUNTY shall provide CONTRACTOR with data contained in the statewide child welfare database to help determine whether it is safe and appropriate to approve an applicant to be a resource family and help the CONTRACTOR make a determination on the suitability of the Resource Family's ability to provide care and supervision of LA County children/youth requiring out-of-home placement. The CONTRACTOR shall be provided such information within five (5) to ten (10) business days of COUNTY receipt of the Child Welfare History Review Form.

16.4.4 The Child Welfare History Review Form process may change based on any subsequent requirements or guidance provided by CDSS or Federal authorities. COUNTY will notify CONTRACTOR in writing when there are any changes to this process

16.5 Assessment Prior to the Placement of More Than Two Children in a Resource Family Home.

Prior to more than a total of two (2) children being placed in a Resource Family Home, the CONTRACTOR's supervising social worker shall assess the placement to determine that the Resource Family: (1) are providing quality care

for the currently placed children; (2) will be 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. This assessment shall be included in the NSP or other document in the child's file; the Resource Family's File and shall be readily accessible to the County Worker and/or audit staff.

16.5.1 CONTRACTOR shall reassess a Resource Family Home with more than two children whenever there is a major event in the family (death, divorce, birth of another child, serious illness, etc.) or serious incident (as defined in Exhibit A-5, Special Incident Reporting Guide, Item #5) with the foster children that raises concerns about their care and supervision. CONTRACTOR shall retain the reassessments, document any problems, and record how the problems were resolved.

16.5.2 CONTRACTOR shall determine each RFA Home's capacity in accordance to Chapter 8.8, Foster Family Agencies, Articles 9, and Subchapter 1, Section 88362.

16.5.2.1 CONTRACTOR shall ensure the RFA home follows Chapter 8.8, Foster Family Agencies, Articles 9, and Subchapter 1, Section 88487.1, including provisions regarding bedroom sharing, Documented Alternative Plans (DAPs), and any required modifications necessary to accommodate children with developmental, mental, or physical disabilities. CONTRACTOR shall ensure DAPs are established in accordance with Chapter 8.8, Foster Family Agencies, Articles 9, and Subchapter 1, Section 88347.

#### 16.6 Monitoring Compliance of Continuing Requirements for Resource Families

CONTRACTOR shall monitor Resource Families to ensure they remain compliant as described in Title 22, Chapter 8.8 Foster Family Agencies, Article 9, Subchapter 1, Articles 3, 4, 6, and 7 for Specialized Resource Families, when applicable.

#### 16.7 Annual Training Requirements for Resource Families

CONTRACTOR shall ensure Resource Families receive annual training as specified in Title 22, Chapter 8.8 Foster Family Agencies, Article 9, Subchapter 1, Section 88372. CONTRACTOR shall ensure Resource Families receive specialized training, as relevant, for the purpose of preparing the Resource Family to meet the needs of a particular child in care.

16.7.1 The COUNTY reserves the right to designate up to 16 hours of training for approved Resource Families per year as determined by the COUNTY. The 16 hours would be in addition to the standard training requirements. Up to 16 hours may or may not be required by DCFS in any given year. Training needs will be researched and implemented by the CONTRACTOR as necessary.

16.7.2 CONTRACTOR shall ensure a licensed health care professional periodically reviews, corrects, or updates training for Resource Families to administer emergency medical assistance and injections in accordance with HSC 1507.25 (See Exhibit A-1, Reference Links) and Title 22, Chapter 8.8 Foster Family Agencies, Article 9, Subchapter 1, Section 88487.16.

16.7.3 CONTRACTOR shall ensure approved Specialized Resource Families receive training as indicated in Title 22, Chapter 8.8 Foster Family Agencies, Article 9, Subchapter 1, Sections 88487.16(c), 88565.1(b) and maintain records of training in accordance to Title 22, Chapter 8.8 Foster Family Agencies, Article 9, and Subchapter 1, Section 88566(a). Training records shall be made available upon request.

16.7.4 CONTRACTOR shall provide specialized training for any emerging population(s) and or children/youth with unique treatment needs.

#### 16.8 Recruitment and Retention of Resource Families

CONTRACTOR shall use positive recruitment strategies of Resource Families by using best practices, while being culturally sensitive toward children and families and by using a strength-based approach to recruitment.

Strategies for recruitment and retention can be found at the US Department of Health and Human Services, Administration for Children and Families, Child Welfare Information Gateway and Adopt US Kids (See Exhibit A-1, Reference Links).

#### 16.9 Whole Family Foster Homes (WFFH)

CONTRACTORS who choose to develop Whole Family Foster Homes (WFFH), must have a COUNTY and CCLD approved program providing services to the identified target population of teen parents and their children (teen/baby).

16.9.1 CONTRACTOR must ensure the approved homes are specifically recruited and trained as WFFH.

16.9.2 CONTRACTOR shall ensure that caregivers are trained and approved as a WFFH through a COUNTY approved WFFH curriculum. COUNTY approved WFFH approval training is provided free of charge by the

Community Colleges. You may find an online list of Community Colleges at the California Community Colleges Registry (See Exhibit A-1, Reference Links).

16.9.2.1 Upon completion of the training, the caregiver will receive a WFFH approval document to present to CONTRACTOR for placement in the Resource Family's file. Contractor shall submit copy of the WFFH approval to the placing County Worker at the time of placement agreement for a parenting teen and their non-dependent child(ren), for appropriate coding and processing of a WFFH placement.

16.9.3 CONTRACTOR will ensure WFFH Resource Parents complete the required annual WFFH updated approval.

16.9.4 Payment to cover the costs of the care and supervision provided to foster teens and their non-dependent child(ren) placed in a WFFH will be higher than payment for FFA Homes that are not certified as WFFH. The infant supplement rate paid for a non-dependent child placed with the minor dependent parent in a WFFH will be increased to the equivalent of the County's basic AFDC-FC rate for the age of the child. Additionally, the infant supplement payment in a WFFH where the caregiver and the minor dependent parent have developed a Shared Responsibility Plan by using the Shared Responsibility Plan Template (SRP) (See DCFS Policy for Services for Teen Parents, No. 0100-510.40, Exhibit A-1, Reference Links) in collaboration with the county social worker shall be enhanced by an additional infant supplement payment of \$200. (If placement involves more than one non-dependent child, a SRP must be developed for each child to obtain the additional infant supplement payment for each child).

16.9.4.1 CONTRACTOR shall pass on to the Resource Parent the additional infant supplement payment to care for a nondependent child placed with the minor dependent parent in a certified home, where the certified foster parent and the minor dependent parent have a SRP.

#### 16.10 Transfer of Approved Resource Families

16.10.1 CONTRACTOR may only use a county approved resource family home in accordance to Title 22, Chapter 8.8, Foster Family Agencies, Article 9, Subchapter 1, Section 88235.

16.10.1.1 COUNTY approved resource families may be approved by the CONTRACTOR in accordance to HSC 1517.5 (b).

16.10.2 A resource family approved by the CONTRACTOR may transfer their approval to the COUNTY, and CONTRACTOR shall further

collaborate with the COUNTY to successfully transfer a resource family in accordance with WIC 16519.58.

16.10.3 Resource families approved by a CONTRACTOR may transfer to another FFA in accordance to HSC 1517.5.

16.10.3.1 CONTRACTOR shall notify the assigned OHCMD/PPQA Monitor of the transfer and further coordinate transition of any placed child with the assistance of the assigned OHCMD/PPQA Monitor as necessary.

**17.0 MONITORING/OVERSIGHT OF RESOURCE FAMILIES AND OTHERS RESPONSIBLE FOR THE CARE AND SUPERVISION OF CHILDREN/YOUTH**

CONTRACTOR shall monitor for compliance that Resource Families and others who supervise children meet all the requirements and perform all the duties specified in (1) Title 22, Chapter 8.8 Foster Family Agencies, Article 9, and Subchapter 1, articles 1-7; (2) Title 22, Division 6, Chapter 1, Sections 80065(d)(2), 80065(e), and 80065(g) through (m); (3) Division 6, Chapter 4, Sections 83064(b), 83065(b), 83065.1; 83066(d); and (4) Whole Family Foster Homes Welfare & Institutions Code, Section 16501.25 and Department of Social Services All County Letter No. 06-04 (See Exhibit A-1, Reference Links).

17.1 CONTRACTOR shall document an inspection of each Resource Family Home for compliance with applicable Title 22 requirements no less than once every three months.

17.2 Required Visits by Social Work Staff with Child(ren) and Resource Families

CONTRACTOR's social work staff shall make weekly face-to-face contacts with the child(ren) during the first three months of placement. Two of the weekly contacts each month shall occur in the Resource Family Home. CONTRACTOR's social work staff shall make at minimum twice per month, approximately 14 days apart, face-to-face contacts with each child and Resource Parents after the first three months, all of which shall occur in the Resource Family's Home.

17.2.1 The FFA social workers shall interview the child(ren) privately during each weekly visit regarding quality of life issues and shall document the results of these interviews.

17.2.2 CONTRACTOR's social work staff shall document each visit with the child(ren) and the Resource Family and include the following information at minimum: (1) name or initials of the person recording; (2) both the date recorded and the date of the visit; (3) problems reported by the child(ren); (4) problems reported by the Resource Family; and (5) how the reported problems are being resolved.

17.2.3 CONTRACTOR shall ensure that the FFA social worker visits with the child(ren) shall not occur at the CONTRACTOR's offices more than once every three months and documentation of all visits shall be maintained.

17.2.4 Visits made with the Resource Family and/or the child(ren) who attend trainings, meetings, or other business-related meetings are not to be considered as a visit with the child(ren) or Resource Family. Visits that occur prior or after such aforementioned meeting are acceptable as long as all other visitation criteria is met. Such visits shall not occur more than once every three months and documentation of all visits are maintained.

17.2.4.1 An office visit or a visit before or after training, meeting, or other business-related meeting shall not occur within the same three-month period.

### 17.3 Supervision of Children

CONTRACTOR shall ensure, in accordance with Title 22, Chapter 8.8 Foster Family Agencies, Article 9, Subchapter 1, Sections 88487.12, 88487.13, 88487.14, the NSP (as developed and modified by the CFT) and the Child Welfare Case Plan, that Resource Families and caretakers will, to the best of their ability under the Prudent Parent Standard, know where children are at all times and are able to identify who is responsible for supervising the child(ren) at all times. The child(ren) may leave the Resource Family Home unaccompanied, if age appropriate, for specific purposes in accordance with the NSP.

### 17.4 Housing, Furniture, Housekeeping, and Home Environment for Health, Safety, Appropriateness, Maintenance, Cleanliness and Storage of Medication.

CONTRACTOR shall monitor Resource Families for compliance in accordance to Chapter 8.8 Foster Family Agencies, Article 9, Subchapter 1, Sections 88331.2, 88347, 88487.1 through 88487.5, and 88587.1 for approved Specialized Resources Families; Title 22, Chapter 1, Sections 80087 and 80088, and Chapter 4, Sections 83087, 83087.1 through 83087.4, and 83088 for Specialized Resource Families.

### 17.5 Tobacco, Alcohol, Drugs and Illegal Substances

CONTRACTOR shall monitor for compliance and ensure that: (1) children are not exposed to smoking, second-hand smoke, vaping and marijuana; (2) children under twenty-one (21) years of age are not permitted to use any tobacco, vaping, or marijuana products under any circumstances; and (3) children are not permitted to drink any alcoholic beverages or use any drugs, narcotics, or illegal substances under any circumstances.



## EXHIBIT A

17.5.1 CONTRACTOR shall ensure adults in the Resource Family Home do not smoke tobacco products, marijuana, and/or vape in any room or enclosed space such as the garage, including when the children are not home.

17.5.2 CONTRACTOR shall document the Resource Family's compliance with this section and take necessary corrective action to ensure compliance. "Second-hand smoke" and "Smoking" shall apply as defined in the Business and Professions Code sections 22950.5(c) and (d) (See Exhibit A-1, Reference Links).

### 17.6 Child's Allowance, Logs, Security, Use of Allowance, Earnings, and Other Income

CONTRACTOR shall abide by the requirements outlined in Title 22, Division 6, Chapter 1, Sections 80025, 80026 and adhere to their own Plan of Operation and Program Statement.

17.6.1 CONTRACTOR shall monitor for compliance that Resource Families provide each child a base allowance appropriate to age and reasonably commensurate with peer group standards. The base amount shall not be less than the following amounts: \$7.00 (5-7 years); \$10.00 (8-10 years); \$13.00 (11-13 years); \$15.00 (14-15 years); \$18.00 (16-17 years); and \$25.00 (18-20 years) per week, starting with the first full week of placement. Allowances may be increased beyond the base amount according to CONTRACTOR's Plan of Operation and Program Statement. If a child is unable to handle money, the CONTRACTOR shall ensure Resource Parents provide the child with assistance and instruction on how to handle money. Any unspent money must be deposited in the child's account or held in a secured place until the child is able to handle his/her money independently or shall accompany the child when the child's placement is terminated.

17.6.1.1 CONTRACTOR shall increase personal allowances each and every time there is an Aid to Families with Dependent Children-Foster Care (AFDC-FC) rate and/or California Necessities Index (CNI) increase. The AFDC-FC rate and/or CNI increase percentage must be equally applied to the personal allowance schedule. Personal allowances increases shall be applied and calculated based on any AFDC-FC and/or CNI increase.

17.6.1.2 CONTRACTOR shall monitor for compliance that the Resource Family maintains a log indicating the date, the amount of weekly monetary allowance the child receives, and the child's signature (when age appropriate) acknowledging receipt of the weekly monetary allowance.

- 17.6.1.3 CONTRACTOR shall ensure Resource Parents do not substitute monetary allowances with non-monetary items such as clothing, food, and other items that the CONTRACTOR is required to provide.
- 17.6.1.4 The weekly monetary allowances shall not be withheld from the child by the CONTRACTOR.
- 17.6.1.5 CONTRACTOR shall work with the Resource Families and the County Worker to mutually agree on a method of securing the child's income and monitoring the child's use of funds, including the establishment of a bank account where appropriate. Resource Families shall encourage children age fourteen (14) and older to save their earnings for emancipation.
- 17.6.1.6 CONTRACTOR shall ensure Resource Parents do not require a child to use his/her allowance or earnings to purchase items the Resource Parents or the CONTRACTOR are required to provide. These items include: (1) clothing; (2) personal care/hygiene items; (3) activities; (4) diapers, baby clothes, babysitter, etc., for child(ren) placed with a minor parent if the CONTRACTOR receives infant supplement money; (5) school supplies; and (6) snacks and meals.
- 17.6.1.7 The child's allowance, earnings, or other income may be applied toward special 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, safety, and health, the CONTRACTOR shall ensure that Resource Families permit the child to spend his/her allowance, earnings, and other income in accordance with the NSP and as the child desires.

#### 17.6.2 Monetary Consequences

CONTRACTOR shall ensure that a child's cash resources are not taken in the form of fines unless the following requirements are met: (1) All fines levied shall be recorded and explained in the child's file, including the amount of the fine and the reason for the fine; (2) Such fines shall be maintained in an account separate from the personal or business accounts of the licensee or facility; (3) Records shall be maintained accounting for any interest earned and expenditures from the account. (4) All fines collected shall be used for the benefit of the individual child or all children in placement; and (5) The circumstances under which fines are to be imposed shall be specified in writing.

17.6.2.1 Resource Families may apply monetary consequences but not in conflict with the child's personal rights as indicated in Chapter 8.8 Foster Family Agencies, Article 9, and Subchapter 1, Section 88487.8. Independent Living Program (ILP) incentive money is considered "income" to the child and shall not be withheld from the child by the CONTRACTOR or Resource Parents.

17.6.2.2 Portions of a child's allowance may be withheld through a fining system that has been previously approved by the licensing agency's Plan of Operation and Program Statement. Such records shall be made available upon request. When the child leaves the facility, monies accumulated in the child's account must be released to the child as the child's property.

17.6.2.3 For Probation Wards only, Court ordered restitution may be withheld from earnings.

## 17.7 Chores

CONTRACTOR shall ensure Resource Families assign children and supervise performance of chores with consideration to child's age and maturity and as they may apply within the context of a family setting. CONTRACTOR shall ensure Resource Families adequately apply the Reasonable and Prudent Parent Standard, as specified in Chapter 8.8 Foster Family Agencies, Article 9, and Subchapter 1, Section 88487.12, in determining if it is age or developmentally appropriate for a child to have access to electric appliances, equipment, use of disinfectants and cleaning solutions for use in performing household chores.

## 17.8 Clothing Allowance, Standards, Inventories, Selection, Personal Belongings and Monitoring

CONTRACTOR shall monitor to verify that Resource Families provide a regular monthly clothing allocation starting not more than 30 days following the date of placement in the amount of at least \$70 to be spent on clothing. Donated clothing may supplement but not replace the \$70.

17.8.1 CONTRACTOR shall increase the clothing allowance each and every time there is an Aid to Families with Dependent Children-Foster Care (AFDC-FC) rate and/or California Necessities Index (CNI) increase. The AFDC-FC rate and/or CNI increase percentage must be equally applied to the clothing allowance. The clothing allowance increase shall be applied and calculated based on any AFDC-FC and/or CNI increases.

17.8.2 CONTRACTOR shall ensure that each child has the amount of clothing listed within the timeframes stated in the DCFS Clothing Standard (see DCFS Clothing Allowance Policy No. 0900-506.10 in Exhibit A-1, Reference Links).

- 17.8.3 CONTRACTOR shall maintain a written inventory of each child's clothing. CONTRACTOR shall update clothing inventories at least every six (6) months.
- 17.8.4 After reaching the Clothing Standard, the child may decide to carry over any accrued amount of clothing allowance for use in the following months and can be spent on clothing, shoes and accessories. If an expensive item(s) is desired that is not within the child's clothing allowance budget, the child may purchase the desired item(s) voluntarily using their own funds. Any amount not spent must be deposited in the child's account and shall accompany the child when the child's placement is terminated.
- 17.8.5 Clothing shall fit according to industry size charts and shall never be too small or more than two sizes larger than actual measurements indicate. The clothing shall also be clean, in good condition, and appropriate for the intended use and season, including the school dress code. CONTRACTOR shall not provide used/second hand underwear or shoes. CONTRACTOR may use donations of new clothing to meet the DCFS Clothing Standard (see DCFS Clothing Allowance Policy No. 0900-506.10 in Exhibit A-1, Reference Links). The child shall be involved in the selection of clothing based on the developmental level and gender expression of the child. The clothing is the property of the child and shall be retained by the child or the child's representative upon termination of placement. CONTRACTOR shall ensure the Resource Family provides for laundry, dry cleaning, and mending of clothing in accordance with the Plan of Operation and Program Statement.

17.8.6 Special Clothing Needs

CONTRACTOR shall ensure that the Resource Family plans with the child and arrange for the purchase (as appropriate) of school uniforms, sports clothing, sports equipment, special occasion clothing, work uniforms, and other necessary items for dances, proms, employment interviews and graduation.

17.8.7 Clothing Storage and Security

CONTRACTOR shall ensure that the Resource Family provides in each bedroom portable or permanent closets and drawer space to accommodate the child's clothing and personal belongings. The COUNTY understands that clothing may disappear and clothing security is not entirely within CONTRACTOR's control. All losses shall be documented as part of the clothing inventory, including a brief description of the circumstances involved. CONTRACTOR shall report two or more instances of clothing loss in a six-month period to the County Worker.

#### 17.8.8 Monthly Clothing Allowance Logs

CONTRACTOR shall maintain logs which includes the date and amount of monthly clothing allowance the child receives. The log must also include the child's signature (when age appropriate), acknowledging receipt of the monthly clothing allowance.

#### 17.9 Cell Phones and Other Electronic Devices

The CONTRACTOR must provide for safe storage of personal belongings, including cell phones and other electronic devices. The CONTRACTOR is not required to pay for the child's cell phone service, and may impose reasonable time limits and other rules for cell phone use. The CONTRACTOR may not, however, prohibit a child from possessing or using cell phones unless prohibited by the County Worker in collaboration with the CFT and as documented in the child's NSP. The CONTRACTOR shall document in the NSP any restrictions that would create a serious risk of harm to the child and/or other persons. CONTRACTOR may and should apply the Prudent Parent standard to cell phone access and usage.

#### 17.10 Hygiene and Personal Care Items

CONTRACTOR shall ensure that Resource Families: (1) supply each child, initially and replace as needed, with new personal hygiene and personal care items. These shall include the child's own toothbrush, toothpaste, comb and other hair-care items, shampoo, soap, deodorant, sanitary napkins, etc.; (2) offer choice among brands as long as the cost is reasonable; (3) give consideration to specific cultural and ethnic needs; (4) provide specific brands necessary for health reasons; and (5) monitor the use of all products in aerosol or glass containers to ensure safe use.

17.10.1 CONTRACTOR shall ensure that Resource Parents provide children age-appropriate instructions in proper grooming and personal hygiene.

17.10.2 CONTRACTOR shall ensure that Resource Parents provide children personal care/hygiene items and appropriate grooming with consideration given to specific cultural and ethnic needs.

#### 17.11 Supply, Cleanliness, and Condition of Linens, Blankets, Window Treatments, etc.

CONTRACTOR shall ensure that Resource Families: (1) supply clean face cloths, towels, and sheets; (2) provide clean and serviceable blankets and bedspreads; and (3) replace worn, torn or frayed face cloths, towels, sheets, blankets, bedspreads, and window treatment(s) as needed.

### 17.12 Life Book/Photo Album

CONTRACTOR shall ensure Resource Families encourage and assist each child in creating and updating a life book/photo album (may be a digitally stored album) of items that relate to childhood memories. If the child has not taken the life book with him/her, the CONTRACTOR shall provide the child's life book either to the County Worker at the time the child departs from CONTRACTOR's care or, when the County Worker is not present, to the duty County Worker within three (3) business days of the time of the child's departure.

### 17.13 Transportation Services

No child shall miss going to school, court, therapeutic or medical appointments because the CONTRACTOR does not provide or arrange transportation.

17.13.1 CONTRACTOR shall provide or arrange transportation for children to participate in activities as agreed with the COUNTY in collaboration with the CFT and as identified in the NSP. These activities may include school, school-based sports, band, performing arts, clubs, ILP activities, teen clubs, place of child's employment, adoption-related events, visits with the family/relatives and prospective adoptive families, job training, cultural, extra-curricular and recreational activities, therapy, medical/dental appointments including sexual and reproductive health care and/or education, religious service of the child or family's preference, sibling visits, etc. This can include teaching the child to take public transportation, and arranging transportation with other care providers or outreach advisors, ILP coordinators, County Workers, etc.

17.13.1.1 CONTRACTOR shall additionally provide transportation, to include transportation costs when applicable, as indicated in Exhibit B, CONTRACTOR's Plan of Operation and Program Statement.

17.13.1.2 For Probation youth, the CONTRACTOR shall make the necessary arrangements for transporting children to and from court hearings.

17.13.1.3 When transporting youth and NMDs for sexual or reproductive health care and/or education in accordance to Section 15.3.10.2 of this SOW, CONTRACTOR shall respect the youth and NMD's right to not disclose specifics regarding the appointments and their right to receive sexual and reproductive health services in a timely manner, from the provider of their choice, if payment is authorized under applicable Medicaid law.

### 17.13.2 Driver Licenses, Vehicle Safety, and Vehicle Equipment

CONTRACTOR shall monitor and maintain the necessary records to meet the transportation requirements of Title 22, Division 6, Chapter 1, Section 80074; Chapter 4, Section 83074; Chapter 8.8 Foster Family Agencies, Article 9, and Subchapter 1, Section 88487.10 and California Vehicle Code Sections 27360 and 27360.5.

17.13.2.1 CONTRACTOR shall monitor and maintain records to verify that FFA Social Workers, Volunteers, Resource Families or any designated driver(s) who transport children: (1) have and maintain a valid California driver's license with the California Department of Motor Vehicles; and (2) insure their vehicles, if used to transport the children, at or above the minimum bodily injury and property damage limits required by the State of California. Such records shall be made available upon request.

17.13.2.2 CONTRACTOR shall maintain non-owned auto liability coverage for their social workers and other staff that use their vehicles to transport children in accordance with the Contract, Part I, Section 5.0 General Insurance Requirements, and Section 6.0 Insurance Coverage Requirements.

## **18.0 PLACEMENT PROCESS (INTAKE/DISCHARGE)**

CONTRACTOR shall comply with the intake requirements of Chapter 8.8 Foster Family Agencies, Article 9, and Subchapter 1, Sections 88068.1, 88268.1 and 88268.11.

- 18.1 Whenever possible the CONTRACTOR shall participate in the CFT for the initial and any subsequent placement transition to help determine the most appropriate placement for the child or NMD.
- 18.2 CONTRACTOR shall ensure non-discrimination on the basis of actual or perceived race, ethnic group identification, ancestry, national origin, tribal affiliation, color, religion, sex, sexual orientation, gender identity, mental or physical disability or HIV status.
- 18.3 Acceptance of All Children Who Meet CONTRACTOR's Plan of Operation and Program Statement Criteria

CONTRACTOR shall accept all children who meet the CONTRACTOR's Plan of Operation and Program Statement criteria, shares common needs with the current population, and when an appropriate vacancy is available. The CONTRACTOR's social work staff shall assess the FFA's ability to: (1) provide the required services to meet the child's needs in the child's own neighborhood as appropriate based upon the information received from the CFT and/or as identified in the child's NSP; and (2) facilitate family participation in treatment as appropriate based upon the information received from the CFT and/or as identified in the child's NSP.

#### 18.4 Pre-Placement Visits

The County Worker shall arrange a visit to the proposed CONTRACTOR's Resource Family prior to the child(ren)'s placement whenever possible. The County Worker shall: (1) provide information to the CONTRACTOR regarding the child(ren)'s needs, including all court reports and social studies, in conformity with COUNTY policy and confidentiality laws; (2) discuss the plan for the child(ren)'s to stay in the same neighborhood and school district, including the transportation arrangement to the child(ren)'s home school(s); and (3) provide the Resource Parents information of any known or suspected dangerous behavior of the child being placed.

18.4.1 CONTRACTOR shall: (1) discuss with the County Worker the children currently living in the proposed Resource Family Home, including children's ages, backgrounds, and placing agencies; (2) discuss with both the County Worker and the child(ren) to be placed, when age appropriate, the school programs, social work services, and family and recreational activities that are available; (3) discuss the type of services the child requires; (4) provide the County Worker information concerning the proposed Resource Family's work schedules/outside commitments and day care plan for the child (if appropriate); and (5) provide the County Worker information relating to any child abuse/neglect referrals and/or allegations which have been made concerning the proposed Resource Family Home, and describe action the CONTRACTOR has taken in response to such referrals/allegations.

#### 18.5 Sibling-Group Placements

Children, who are accepted as a sibling group and placed together, shall remain together unless otherwise indicated by the CFT. For sibling groups placed in different Resource Family Homes within the same FFA, in collaboration with the CFT and County Worker, the CONTRACTOR shall document efforts to reunite siblings into one Resource Family Home, or the reasons it is inappropriate, in the Children's case records.

#### 18.6 Commingling of Children

CONTRACTOR shall not place both DCFS and Probation children in the same Resource Family Home unless the identified Resource Family can meet the child/youth's needs and the CONTRACTOR has written approval from both the CSW and DPO for a dual jurisdiction child (WIC 300/602 status) pursuant to WIC 16514(c) and in accordance with CDSS All County Information Notice (ACIN) No. I-75-16 (See Exhibit A-1, Reference Links). CONTRACTOR must consider the safety and needs of the children in the Resource Family Home and the public safety of the community.



18.7 Requirement for Intake

All CONTRACTORS with 30 (thirty) or more approved Resource Family Homes shall provide non-emergent intake services from 8:00 a.m. to 8:00 p.m. daily, including weekends and holidays.

18.7.1 CONTRACTORS with less than 30 (thirty) approved Resource Family Homes shall provide non-emergent intake services Monday through Friday from 8:00 a.m. to 8:00 p.m.

18.8 Health and Education Passport (HEP) or Equivalent

If the CONTRACTOR does not receive the HEP within thirty (30) days of initial placement or within forty-eight (48) hours of a replacement, the CONTRACTOR shall initiate the HEP as described in WIC Sections 10601 (See Exhibit A-1, Reference Links) and immediately report lack of receipt of the HEP to the DCFS Regional Administrator via e-mail. If the Probation HEP is not provided at the time of placement, the CONTRACTOR shall follow the same procedure as for DCFS, but the CONTRACTOR shall notify the PAS OD.

18.8.1 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.

18.9 Denial of Placement of Children Who Do Not Meet the License or Program Statement Criteria

CONTRACTOR is responsible for denying placement of children, within the limitations of the information provided at the time of placement, who do not meet the license or the Plan of Operation and Program Statement criteria for the FFA. If the CONTRACTOR determines that a referred child does not meet these criteria, the CONTRACTOR shall immediately notify the County Worker and the assigned OHCMD Quality Assurance Section Monitor and provide an explanation in writing via email within two days.

18.9.1 CONTRACTOR shall not accept children with special health care needs, within the limitations of the information provided at the time of placement, unless an appropriate placement is available in a specialized Resource Family Home as specified in Title 22, Division 6, Chapter 4, Sections 83065.1, 83066, 83069.1, 83070.1, 83072.2, 83087.1; and Chapter 8.8 Foster Family Agencies, Article 9, and Subchapter 1, Article 7. Special health care needs include, but is not limited to medical conditions requiring specialized in-home health care. Special health care needs include medical technology dependence and other medical conditions that could deteriorate rapidly, causing permanent injury or death, as defined in Title 22, Division 6, Chapter 4, Section 83001(m)(1).

#### 18.10 Declaration in Support of Access to Juvenile Records Form

CONTRACTOR shall complete and submit the LAJUV010, Declaration In Support of Access to Juvenile Records Form (See Release of Confidential DCFS Case Record Information Policy No. 0500-501.20 in Exhibit A-1, Reference Links), in order for the County Worker to release any juvenile records. CONTRACTOR will ensure that only persons permitted by law have access to records.

#### 18.11 Orientation of Newly Placed Children

CONTRACTOR shall provide each newly placed child, in an age-appropriate manner, a comprehensive overview of the CONTRACTOR's program and procedures as described in the CONTRACTOR's Plan of Operation and Program Statement (Exhibit B), LIC613B Personal Rights form, the Foster Youth Bill of Rights; and for children 11 years old and older, the Legal Rights of Teens in Out-of-Home Care. Such overview will include: (1) opportunities for achievement; (2) career/vocational and job training; (3) life-skills training; (4) recreation; (5) higher education options; (6) religious, spiritual, or ethical development in the faith of the child's or the child's parents' choice; (7) identification of the child's FFA social worker; (8) child's clothing and weekly allowance; (9) Resource Family's house rules including discipline practices and grievance/complaint procedures; (10) school attendance requirements including school dress code and academic expectations; and (11) discharge procedures.

18.11.1 CONTRACTOR shall have the child or the child's authorized representative sign an acknowledgement of completion of the orientation and the receipt of written copies of personal rights, Foster Youth Bill of Rights, the Legal Rights of Teens in Out-of-Home Care (11 years old and older) (See Exhibit A-1, Reference Links), house rules, discipline practices, grievance/complaint procedures, and discharge procedures.

18.11.1.1 CONTRACTOR shall review and discuss in an age appropriate manner the child's personal rights, Foster Youth Bill of Rights, the Legal Rights of Teens in Out-of-Home Care (11 years old and older) (See Exhibit A-1, Reference Links), house rules, discipline practices, grievance/complaint procedures, and discharge procedures in six (6) months from initial placement and every six months thereafter to ensure the child understands. CONTRACTOR shall have the child or the child's authorized representative sign an acknowledgement after completion of each review. CONTRACTOR shall retain copies of the acknowledgement in the child's records file, which shall be made available to COUNTY upon request.

18.12 Readmission of a Child After Discharge from a Medical or Psychiatric Hospitalization

CONTRACTOR shall readmit any child after discharge from a medical or psychiatric hospitalization. Exceptions to this rule are if: (1) the CONTRACTOR in consultation with the CFT mutually agree that the child's readmission jeopardizes the health and safety of that child or others in the facility; or (2) a mutual treatment decision is reached with the CFT not to return the child to the facility. CONTRACTOR shall immediately notify the child's County Worker of the decision not to readmit.

18.12.1 CONTRACTOR shall participate in CFT meetings for children in a psychiatric hospital when requested by COUNTY.

18.12.2 CONTRACTOR shall collaborate with the County Worker to discuss if a bed hold is necessary to determine if the child should return to the facility. The bed hold shall not exceed seven (7) days.

18.13 Removal and Intent to Discharge Procedures

CONTRACTOR shall provide notification to the COUNTY Worker and CFT at least fourteen (14) calendar days prior to their intent to discharge unless it is agreed upon at the CFT meeting that less notice is necessary due to an immediate threat to the health and safety of the child or others. CONTRACTOR shall explore through the CFT process and document any interventions/remedies before replacement, including consideration of a move within the CONTRACTOR's placement facilities, if available. This section does not restrict the procedures for emergency replacement as outlined in Section 15.2.2 of this SOW.

18.13.1 COUNTY and CONTRACTOR mutually agree that the lack of stability in placement is harmful to children and that the goal of this section is to maximize communication to lead to increased stability for children. All reasonable efforts shall be made to stabilize a child's placement and to determine through the CFT process whether additional services may prevent an unnecessary and traumatizing replacement of a child from the CONTRACTOR's Resource Family Home.

18.13.2 Prior to discharging a child, the CONTRACTOR shall, for DCFS children, provide the DCFS Regional Administrator, and the child's County Worker's supervisor a Notice of Intent to Discharge that documents efforts to stabilize the placement, including police calls and mental health services, in advance of any anticipated replacement. The Notice of Intent to Discharge for a DCFS Child may be provided by way of e-mail. When the CONTRACTOR notifies the COUNTY of issues potentially affecting the stability of a child's continued placement in

CONTRACTOR's Program, COUNTY and CONTRACTOR shall convene a CFT meeting 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 Program.

18.13.2.1 For Probation youth the CONTRACTOR shall: (1) provide oral notice to the PAS OD at (323) 730-4454 regarding Notice of Intent to Discharge; and (2) send the Notice of Intent to Discharge to the DPO of Record via e-mail.

18.13.2.2 CONTRACTOR shall provide the updated HEP to the County Worker at the time a child departs from the CONTRACTOR's program. If the County Worker is not present at the time of child's departure, the CONTRACTOR shall provide the HEP within forty-eight (48) hours to: 1) the County Worker or the County Worker's office for DCFS; or 2) PAS OD for Probation. CONTRACTOR shall update and be responsible for the HEP information only during the course of the placement.

#### 18.14 Collection and Storage of Personal Belongings at Termination of Placement

When the child is discharged, the CONTRACTOR shall ensure that the child's clothing accompanies the child to the next placement. The child's clothing and personal belongings shall be neatly packed in adequate luggage and/or duffel bags that are in good or fair condition. Under no condition should the child's belongings be placed in anything less than a suitcase or duffel bag. CONTRACTOR shall ensure that the Resource Family does not pack the child's clothing and personal belongings in trash bags. If the child runs away, the CONTRACTOR shall ensure that the Resource Family collect all personal belongings, alert the County Worker that they are at the home, and, if the County Worker does not collect the belongings, store them for up to 10 calendar days. After 10 days, the CONTRACTOR shall contact and inform the County Worker that the personal belongings will be mailed to the COUNTY at the COUNTY'S expense unless an alternate plan is agreed upon.

18.14.1 For the Probation child, CONTRACTOR shall hold clothing and personal belongings for up to thirty (30) days and make diligent efforts to contact parents or guardians to pick them up.

18.15 CONTRACTOR shall prepare and submit a Discharge Summary (Exhibit A-10) to a child's County Worker within 30 Days from the date the child's placement was terminated. The Discharge Summary shall include, but not be limited to, a closing summary of CONTRACTOR's records relating to the child, including the type of placement to which the child was discharged (such as reunification with parent(s), relative, adoptive home, legal guardianship, licensed foster home, FFA approved home, small family home, a STRTP, specified or specialized

placement or hospital). A copy of Exhibit A-10 shall be retained in the child's records file and made available to COUNTY upon request.

## **19.0 NEEDS AND SERVICES PLAN (NSP)**

CONTRACTOR shall ensure that NSPs are completed in accordance to Chapter 8.8 Foster Family Agencies, Article 9, Subchapter 1, Sections 88268.2, and 88268.21.

### **19.1 Required Use of the Provider Needs and Services Plan Template**

CONTRACTOR shall use the Provider Needs and Services Plan (NSP) template (Exhibit A-11), and in accordance with Title 22, Chapter 8.8 Foster Family Agencies, Article 9, Subchapter 1, Sections 88268.2, and 88268.21.

19.1.1 The DCFS 709 form, Foster Child's Needs and Case Plan Summary (See DCFS Placement Responsibilities Policy No. 0100-510.61, Exhibit A-1, Reference Links) is to be used in the development of the NSP, but it is not to serve as the plan itself.

19.1.1.1 For Probation, the PROB 1385 form, Probation Foster Care Case Plan, is to be used for the development of the NSP.

19.1.2 The CONTRACTOR's social worker shall prepare and submit a signed, comprehensive individualized NSP, based on the information received through the CFT, the County Worker, and CONTRACTOR'S initial assessment, by the 30<sup>th</sup> day of placement. Unless DCFS changes the format per Part II, Section 5.0, Changes and Amendments, the NSP for Children shall provide the following, which includes the items identified on the Agency Placement Agreement, SOC 154a (12/11) (See Exhibit A-1, Reference Links).

19.1.2.1 Document 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.];

19.1.2.2 Document any reassessment of the child's adjustment to the Resource Family Home, program, peers, school, and staff [Include copy of the school report card(s), school attendance, and IEP when applicable. Specify the type of school (i.e., public, private, non-public, on-grounds, community-based, etc.) and educational program provided.];

- 19.1.2.3 Document 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.];
  - 19.1.2.4 Document any reassessment of unmet needs and efforts made to meet these needs;
  - 19.1.2.5 Document any modifications of treatment plan, tasks to be performed and the likelihood of family reunification; and
  - 19.1.2.6 Document any Involvement of the child and his/her parent in treatment program [Include dates and type of contact with the CSW during the quarter, including telephone calls].
- 19.1.3 All required signatures, which shall at minimum include, the CONTRACTOR's social worker, the child (when age and developmentally appropriate) or NMD, the child or NMD's assigned County Worker, and the Resource Parents shall be obtained for all initial NSPs. In the event CONTRACTOR is unable to meet this requirement, CONTRACTOR shall provide documentation of all efforts and reasons for their inability to meet this requirement and attach to the NSP. Exceptions to this requirement may be granted only in cases where the CONTRACTOR is not responsible for the delay.
- 19.1.3.1 The completed initial NSP shall be submitted by the CONTRACTOR's staff to the placement worker by the 35<sup>th</sup> day from placement.
  - 19.1.3.2 The NSP shall be updated/modified by the 90<sup>th</sup> day of placement, and every 90 days thereafter.
- 19.1.4 Updates/modifications to the NSP shall address: (1) the child's need for continuing services; (2) the need for (any) modification in services; and (3) the recommendation of the FFA staff regarding the feasibility of the child's return to their home, placement in another facility, or move to independent living.
- 19.1.4.1 All required signatures, which shall at minimum include, the CONTRACTOR's social worker, the child (when age and developmentally appropriate) or NMD, the child or NMD's assigned County Worker and/or DPO, and the Resource

Parents shall be obtained for all updated/modified NSPs. In the event CONTRACTOR is unable to meet this requirement, CONTRACTOR shall provide documentation of all efforts and reasons for their inability to meet this requirement and attach to the NSP. Exceptions to this requirement may be granted only in cases where the CONTRACTOR is not responsible for the delay.

19.1.4.2 The completed updated/modified NSPs shall be submitted by the CONTRACTOR's staff to the placement worker by the 95<sup>th</sup> day of continuing placement, and every 95 days thereafter.

19.1.5 The child's case file shall include complete documentation of all attempts to comply with the above (dates, times, methods, attempts, escalation and results). e.g., email, FAX, US Postal Service - times attempted (separate times).

19.1.6 For Probation children, the NSP shall address the criminogenic needs as identified in the DPO's assessment, and outline specific goals that target the identified criminogenic needs. All goals must be measurable.

## 19.2 Participation by the Child, County Worker, Resource Family, and CFT

CONTRACTOR shall ensure that: (1) the child, age and maturity permitting, the County Worker, and the Resource Family are offered the opportunity to participate in the development of NSP through the CFT; (2) the County Worker gives written approval of the NSP and any modifications thereto; (3) the child, age and maturity permitting, the County Worker and the Resource Family receive copies of the approved NSP and any modifications thereto.

## 19.3 Shared Responsibility Plan (SRP)

The development of the SRP applies to those CONTRACTORS who have elected to have FFA Homes trained and approved as Whole Family Foster Homes (WFFH).

19.3.1 WFFH Resource Parents and the teen parent have the option to develop a SRP. For Instructions for developing an SRP and an SRP Template, (See DCFS Policy for Services for Teen Parents, No. 0100-510.40, Exhibit A-1, Reference Links). The SRP is an agreement between the caregiver and the dependent teen parent which (a) outlines the duties, rights and responsibilities of the teen parent and the caregiver with regard to the teen parent's non-dependent child; (b) identifies supportive services to be offered to the teen parent by the caregiver and the agency providing direct and immediate supervision to the caregiver, or both; and (c) shall be written for the express purpose of aiding the teen parent and the caregiver to reach agreements aimed at reducing conflict and misunderstandings.

The SRP shall in no way limit the teen parent's legal right to make decisions regarding the care, custody, and control of the child.

19.3.2 The CONTRACTOR's social worker shall develop the SRP within 30 days of placement of the teen parent and his/her dependent child(ren) or the birth of the pregnant teen's child. The SRP shall be developed between the teen parent, caregiver, and CONTRACTOR's social worker in collaboration with the County Worker. Additional input may be provided through the CFT, which may include any individuals identified by the teen parent, the non-custodial parent, if appropriate, and other extended family members.

19.3.3 The SRP shall include, but not be limited to, all of the following: (a) feeding; (b) clothing; (c) hygiene; (d) purchase of any necessary items, including, but not limited to, safety items, food, clothing, and developmentally appropriate toys and books. This includes both at one-time purchases and items needed on an ongoing basis; (e) health care; (f) transportation to healthcare appointments, child care, and school, as appropriate; (g) provision of child care and babysitting; (h) discipline; (i) sleeping arrangements; and (j) visits among the child, his or her non-custodial parent, and other appropriate family members, including the responsibilities of the teen parent, the caregiver and CONTRACTOR, as appropriate, for facilitating the visitation.

19.3.3.1 The SRP shall not conflict with the teen parent's case plan and any visitation orders made by the court.

19.3.3.2 The initial SRP, as well as any updates, must be approved by the County Worker.

19.3.4 The SRP shall be updated, as needed, to account for the changing needs of infants and toddlers, and in accordance with the teen parent's changing school, employment, or other outside responsibilities, but not less than every six months. Upon completion of the SRP and any subsequent updates, CONTRACTOR shall provide a copy to the teen parent, the caregiver, and the County Worker, within 3 business days.

## **20.0 VISITATION**

CONTRACTOR shall assist and ensure Resource Parents collaborate with the County Worker to develop a comprehensive family visitation plan by incorporating the CFT recommendations and court orders, in accordance with:

- a) DCFS Child Welfare Policy No. 0400-504.00 (See Exhibit A-1, Reference Links).
- b) The Juvenile Court Visitation Committee's Family Visitation Guidelines (See Exhibit A-1, Reference Links).



- c) Chapter 8.8 Foster Family Agencies, Article 9, and Subchapter 1, Sections 88222.1 (20)(d).

20.1 Visitation Plan

CONTRACTOR shall ensure the Family Visitation Plan (FVP) is recorded and updated in the NSP, as indicated in Section 19.0 of this SOW.

20.2 Family Visitation Guidelines

The Juvenile Court Visitation Committee of the Los Angeles County Superior Court has issued requirements in a document called *Family Visitation Guidelines* (See Exhibit A-1, Reference Links). The following requirements include, but are not limited to:

- (a) Family Visitation Plans (FVPs) shall be developed by the CFT consistent with the dependency and criminal court orders;
- (b) The FVP must include detailed, specified information;
- (c) Resource Parents, including FFA staff, are required to perform specified tasks [See Section 20.3 below];
- (d) Length and frequency of visitation should correspond to the child's age and developmental stage and be consistent with the family's permanency goal [See Section 20.4 below]; and
- (e) The FVP must provide for regular and frequent visitation between siblings, unless inappropriate.

20.3 CONTRACTOR and Resource Parents' Requirements

Resource Parents, including CONTRACTOR's staff, are required to:

- (a) ensure the well-being of the child including the provision of emotional support;
- (b) comply with the finalized and/or court approved FVP;
- (c) participate in the CFT meeting to develop and review the FVP as appropriate;
- (d) be familiar with the Case Plan;
- (e) inform the County Worker of any problems in complying with the FVP (scheduling conflicts, etc.);
- (f) respect the importance of communication between the child and the child's family, and make every effort to ensure appropriate communication/interaction (not in conflict with court orders) between the

child and the family to the greatest extent possible. Where appropriate, this communication/interaction should include phone calls, text messages, mail, social media, and e-mail;

- (g) accommodate adjustments to the FVP to the greatest extent possible;
- (h) maintain contact with the County Worker regarding visitation progress. This should include an objective description of the child's behavior before and after visitation;
- (i) maintain objectivity, and remain committed to the permanency plan;
- (j) share with the parent any changes or concerns related to the child's health and education;
- (k) prepare the child for visits. This should include describing the location of the visit to the child and what type of contact the child can expect during the visit to the greatest extent possible;
- (l) dress child in accordance with visitation facility (e.g., jails, drug treatment facilities) regulations as informed by the County Worker or the facility;
- (m) provide transportation as negotiated in the FVP; and
- (n) notify County Worker of any unplanned contacts between the child and parent or caregiver and parent.
- (o) Monitor visitation in accordance with court orders and the County Worker's instructions.

#### 20.4 Frequency and Length of Visitation Guidelines

CONTRACTOR shall at minimum follow the visitation frequency described in the following chart pertaining to face-to-face visits unless the Court orders or CFT recommends otherwise:

- (a) For 0-6 months, families should visit at least three times a week for 30-60 minutes.
- (b) For 6-12 months, families should visit at least three times a week for one hour.
- (c) For 1-4 years, families should visit at least twice per week for 1 ½ hours.
- (d) For 5-15 years, families should visit at least once per week for two or more hours.
- (e) For 16-18 years, there is no recommendation except the child's desires should be strongly considered in creating the FVP

## 20.5 Honoring the Visitation Rights of Children

CONTRACTOR shall honor the visitation rights of the child at all times unless one of the following two conditions exists: (1) a specified court order is in effect which prohibits or restricts the visitation rights of the child; or (2) the FVP developed by the CFT specifically prohibits or restricts visitation rights based upon existing court orders, legal authority and/or documented reasons such as the belief that the visits would be detrimental to the child.

20.5.1 CONTRACTOR must allow visitation for the caseworker, attorney, and Court Appointed Special Advocate (CASA). The County Worker shall provide CONTRACTOR with copies of court orders regarding court ordered visitation and the FVP.

20.5.2 The FVP shall be discussed with the Resource Family to facilitate understanding of the COUNTY'S and the CONTRACTOR'S expectations of the Resource Family, including the transportation arrangements and the birth parent/guardian visiting the child in the Resource Family Home when applicable. A copy of the FVP shall be given to the Resource Family.

## **PART D – PERFORMANCE OUTCOME GOALS AND REQUIREMENTS SUMMARY**

(Requires updates when information is available)

Failure to meet performance target as outlined in the Performance Outcome Summary(ies) could result in a program review and implementation of an administrative remedy(ies) as outlined in Exhibit N.

### **21.0 SAFETY**

CONTRACTOR shall ensure a safe environment, which provides for the well-being of each child and leads to permanence for each child. Specifically, the CONTRACTOR shall provide all services related to safety described in this Contract and Statement of Work, including but not limited to Exhibit A-7, Safety Performance Outcome Summary. In addition, the CONTRACTOR shall meet or exceed the performance targets described in Exhibit A-7, Safety Performance Outcome Summary.

### **22.0 PERMANENCY**

CONTRACTOR shall provide the necessary services to ensure permanency is achieved by facilitating safe and nurturing relationships, which will lead to reunification, adoption, or legal guardianship as described in this Contract and Statement of Work, including but not limited to Exhibit A-8, Permanency Performance Outcome Summary. In addition, the CONTRACTOR shall meet or exceed the performance targets described in Exhibit A-8, Permanency Performance Outcomes Summary.

### **23.0 ACCESS TO EFFECTIVE AND CARING SERVICES FOR WELL-BEING**

## EXHIBIT A

CONTRACTOR shall ensure children/youth receive services as identified through the Child and Family Team in the spirit of the Core Practice Model to improve their level of functioning in the areas of education/career planning, transition and emancipation preparation, physical, behavioral, social and emotional well-being and self-sufficiency as described in this Contract and Statement of Work, including but not limited to Exhibit A-9, Access to Effective and Caring Services/Well-Being Performance Outcome Summary. In addition, the CONTRACTOR shall meet or exceed the performance targets described in Exhibit A-9, Access to Effective and Caring Services/Well-Being Performance Outcome Summary.

**BED HOLD SERVICES MASTER CONTRACT**  
**FOR**  
**FOSTER FAMILY AGENCY – EMERGENCY SHELTER CARE**  
**BY AND BETWEEN**  
**COUNTY OF LOS ANGELES**  
**AND**



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

**(CLICK HERE AND ENTER CONTRACT NUMBER)**

**CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) # 93.658**

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

Month 2019

**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
FOSTER FAMILY AGENCY - EMERGENCY SHELTER CARE SERVICES  
MASTER CONTRACT FOR BED HOLD SERVICES**

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## **EXHIBITS**

### **EXHIBIT A STATEMENT OF WORK (SOW) and SOW EXHIBITS**

Exhibit B	Line Item Budget
Exhibit B-1	Contractor’s Invoice
Exhibit C	CONTRACTOR’s Equal Employment Opportunity (EEO) Certification
Exhibit D	CONTRACTOR Acknowledgement and Confidentiality Agreement
Exhibit D–1	CONTRACTOR Employee Acknowledgement and Confidentiality Agreement
Exhibit D–2	CONTRACTOR Non-Employee Acknowledgement and Confidentiality Agreement
Exhibit D–3	Resource Family Parent Acknowledgement and Confidentiality Agreement
Exhibit E	Auditor-Controller Contract Accounting and Administration Handbook
Exhibit F	Internal Revenue Service Notice 1015
Exhibit G	Los Angeles County Sections 2.203.010 – 2.203.090 and County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form
Exhibit H	Safely Surrendered Baby Law Fact Sheet
Exhibit I	CONTRACTOR’s Administration
Exhibit J	COUNTY’s Administration
Exhibit K	Charitable Contributions Certification
Exhibit L	User Complaint Report (UCR)
Exhibit M	Certification of Compliance with the County’s Defaulted Property Tax Reduction Program



Exhibit N	DCFS FFA Contract Investigation/Monitoring/Audit Remedies and Procedures
Exhibit O	Federal Debarment and Suspension Certification
Exhibit P	Contractor's Compliance with Encryption Requirements
Exhibit Q	Zero Tolerance Human Trafficking Policy Certification

**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
FOSTER FAMILY AGENCY – EMERGENCY SHELTER CARE SERVICES**

Foster Family Agency - Emergency Shelter Care Services Contract (hereinafter referred to as "Contract").

This Contract is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 \_\_\_\_ by and between

County of Los Angeles  
hereinafter referred to as "COUNTY"

and

Contractor  
hereinafter referred to as "Contractor"

**RECITALS**

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

WHEREAS, the County of Los Angeles is designated to administer Emergency Shelter Care Services pursuant to the provisions of California Department of Social Services, Child Welfare Services Manual, Child Welfare Services Program Placement Sections 31-410 and 31-415;

WHEREAS, the COUNTY desires and has the duty to provide care and protection for children placed 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, COUNTY has determined that the services to be provided under this Contract are economically advantageous to COUNTY and to provide a safe, secure and nurturing living environment in which the children can develop physically, emotionally, socially, educationally, spiritually and culturally; and

WHEREAS, CONTRACTOR is a Foster Family Agency Contractor with the County of Los Angeles, on Contract Number \_\_\_\_\_, in good standing; and

WHEREAS, CONTRACTOR warrants that it possesses the competence, expertise and personnel necessary to provide such services, and understands for purposes of this contract considers itself a sub-recipient insofar as compliance with Office of Management and Budget (OMB) 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 2 CFR 1.100, title 2, Part 1,

WHEREAS, pursuant to the California Department of Social Services, 23-600, Purchase of Service, the COUNTY is authorized to contracts for Emergency Shelter Care.

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

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

### **1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS**

- 1.1 This Contract 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 Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, Section 6.0, Changes and Amendments and signed by both parties.
- 1.2 Exhibits A, B, B-1, C, D, D-1, D-2, D-3, E, F, G, H, I, J, K, L, M, N, O, P, and Q set forth below, are attached to and incorporated by reference in this Contract.
- 1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, Exhibits A and Exhibits B through Q, and any attachments.
- 1.5 The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:
  - A. "Approved Resource Family Home" – means a family residence certified by a FFA and issued a Certificate of Approval by a FFA in accordance with the California Department of Social Services Community Care Licensing (CDSS CCL) Division, Title 22, Chapter 8.8 Foster Family Agencies, Article 9, Subchapter 1, Articles 1-7.
  - B. "Chief Executive Office" or "Chief Executive Officer" – means the office/position established to assist the Board of Supervisors in handling administrative details of the COUNTY.
  - C. "Contract" – means an agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Statement of Work.
  - D. "COUNTY" – means the County of Los Angeles and includes the Department of Children and Family Services.

- E. "COUNTY's Board of Supervisors" – means the governing body of the County of Los Angeles.
- F. "COUNTY Program Manager" – means COUNTY representative responsible for daily management of contracted program operation and administering this Contract, consulting on policy, providing technical assistance and overall coordination and implementation of this Contract between the CONTRACTOR and COUNTY. (See Exhibit J, COUNTY's Administration)
- G. "Day" or "Days" – means, whether singular or plural, whether with initial letter capitalized or not, calendar day(s) and not business or workday(s), unless otherwise specifically stated.
- H. "DCFS" – means COUNTY's Department of Children and Family Services.
- I. "Director" – means COUNTY's Director of the Department of Children and Family Services or his or her authorized designee.
- J. "Fiscal Year(s)" – means the 12-month period beginning July 1<sup>st</sup> and ending the following June 30<sup>th</sup>.
- K. "Maximum Contract Sum" – means the total amount to be paid under this contract.
- L. "Non-profit CONTRACTOR" – means the corporation that has entered into a contract with the COUNTY to perform or execute the work covered by Exhibit A, Statement of Work.
- M. "Resource Family" – means an individual or individuals who have been approved by a FFA for placement of children in their home under the provisions of the Resource Family Approval process as described in Chapter 8.8 Foster Family Agencies, Article 9, Subchapter 1, Articles 1-7.
- N. "Resource Family Parent" – means the adult(s) residing in the home approved by a FFA to provide care and supervision to children.
- O. "Statement of Work" – means the work to be performed by CONTRACTOR listed in Exhibit A.
- P. "Subcontract" – means a contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.

## **2.0 TERM**

- 2.1 The term of this Contract shall be \_\_\_\_ months, commencing after execution by the Director of DCFS, through June 30, 2020, unless terminated earlier or extended, in whole or in part, as provided in this Contract.
- 2.2 The COUNTY shall have the sole option to extend the Contract term for up to four (4) additional 12-month periods for a maximum total Contract term of five (5) years. Each such option and extension shall be exercised at the discretion of the Director of DCFS; and extended by the Director of DCFS by written notice to the CONTRACTOR thirty (30) days prior to the expiration of the Contract term provided that approval of County Counsel is obtained prior to any such extension.
- 2.3 COUNTY will issue a written start work notice to CONTRACTOR indicating when services under this Contract can begin. CONTRACTOR shall not begin any services under this Contract without such written start work notice from the COUNTY. COUNTY has the right to issue a written stop work order whenever the COUNTY deems that it is in its best interest to do so, and CONTRACTOR shall stop work immediately upon receipt of such written stop work notice.
- 2.4 CONTRACTOR shall notify COUNTY when this Contract is within six (6) months from the expiration of the term. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY Program Manager.
- 2.5 The term of this Contract may also be extended by the Director of DCFS by written notice to the CONTRACTOR thirty (30) days prior to the expiration of the Contract term, after County Counsel approval, for a period not to exceed six (6) months beyond the expiration of the then Contract term, if such additional time is necessary to complete the negotiation or solicitation of a new Contract.

## **3.0 CONTRACT SUM**

- 3.1 The Maximum Contract Sum for this contract is \$ XXXXXX. The Maximum Annual Contract Sum for the initial contract period of \_\_\_\_\_, 2019 through June 30, 2020, is \$ XXXXXX and for each of the four 12-month extension options, if exercised, as provided in Section 2.2, is \$ XXXXXX.
  - 3.1.1 COUNTY and CONTRACTOR AGREE that CONTRACTOR shall not exceed the Maximum Contract Sum in any case whatsoever, except as amended to increase capacity up to a maximum of six Foster Family Agency (FFA) Emergency Shelter Care (ESC) beds.

- 3.1.1.1 If CDSS approves additional FFA-ESC beds, beyond six (6) beds per CONTRACTOR, the County may amend the contracts beyond six (6) beds up to a maximum of twelve (12) beds per Contractor.
- 3.2 COUNTY and CONTRACTOR agree that this is a firm-fixed-priced Contract not to exceed the Maximum Contract Sum. During the term of this Contract, COUNTY shall compensate CONTRACTOR, as specified in Exhibit A, FFA-ESC Capacity Agreement, pursuant to Exhibit A-7, Pricing Schedule, for the services set forth in Exhibit A, Statement of Work, in accordance with Part I, Section 5.0, Invoices and Payments, of this Contract.
- 3.3 CONTRACTOR shall have no claim against COUNTY for, nor be entitled to, payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.
- 3.4 CONTRACTOR shall have no claim against COUNTY for, nor be entitled to payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment, CONTRACTOR shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.
- 3.5 CONTRACTOR shall maintain a system of record-keeping that will allow CONTRACTOR to determine when it has incurred 75 percent of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY at the address herein provided in Exhibit J, COUNTY's Administration.
- 3.6 CONTRACTOR's budget is attached hereto and incorporated by reference herein as Exhibit B, Line Item Budget herein referred to as "Budget." The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. CONTRACTOR represents and warrants that the budget is true and correct in all respects, and shall deliver services in accordance with the Budget. In the event of a change in the Maximum Contract Sum, or a reallocation of the Budget, or a material, change to the scope of work, CONTRACTOR shall amend the Budget consistent with any changes and submit the Budget to the COUNTY Program Manager for approval.

- 3.7 CONTRACTOR has prepared and submitted to COUNTY a budget segregating direct and indirect costs and profit for the work to be performed by CONTRACTOR under this Contract. Budgeted expenses shall be reduced by applicable CONTRACTOR revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered.

#### **4.0 INSURANCE REQUIREMENTS**

##### **4.1 General Insurance Requirements**

Without limiting CONTRACTOR's and COUNTY's mutual indemnification, and during the term of this Contract, CONTRACTOR shall provide and maintain, and shall require of all of its Subcontractors (except as noted in Part I, Section 4.0 Insurance Requirements, Sub-section 4.2) to maintain, the following programs of insurance specified in this Contract. 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.

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

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

Prior to commencing Services under this Contract, such certificates or other evidence shall:

- 4.1.1.1 Specifically identify this Contract.
- 4.1.1.2 Clearly evidence all coverages required in this Contract.
- 4.1.1.3 Contain a provision that COUNTY shall receive a written notice of cancellation or any change in required insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to COUNTY at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in required insurance may constitute a material breach of the



Contract, in the sole discretion of the COUNTY, upon which COUNTY may suspend or terminate this Contract.

- 4.1.1.4 Include copies of the additional insured endorsement to the CONTRACTOR's general liability, professional liability, and Sexual misconduct liability policies, adding the County, its Special Districts, elected and appointed officers, employees, agents and volunteers as insured for all activities arising from this Contract.
- 4.1.1.5 Waiver of Subrogation: To the fullest extent permitted by law, the CONTRACTOR hereby waives its rights and its insurer(s)' rights of recovery against COUNTY under all the Required Insurance for any loss arising from or relating to this Contract. The CONTRACTOR shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.
- 4.1.2 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.
- 4.1.3 Failure to Maintain Insurance: CONTRACTOR's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which COUNTY immediately may withhold payments due to CONTRACTOR, and/or suspend or terminate this Contract. COUNTY at its sole discretion may obtain damages from CONTRACTOR resulting from said breach. Alternatively, the COUNTY may, upon notice to the Contractor, purchase the Required Insurance, deduct the premium cost from sums due to CONTRACTOR or pursue CONTRACTOR reimbursement.
- 4.1.4 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY:
  - 4.1.4.1 Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.
  - 4.1.4.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by

CONTRACTOR under this Contract.

4.1.4.3 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.

4.1.4.4 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 Contract.

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

4.1.6 Insurance Coverage Requirements for Subcontractors: CONTRACTOR shall ensure any and all Subcontractors performing services under this Contract, consistent with Part I, Sub-section 4.2 Insurance Coverage Requirements, Sub-section 4.2.1, meet the insurance requirements of this Contract by either:

4.1.6.1 CONTRACTOR providing evidence of insurance covering the activities of Subcontractors, or

4.1.6.2 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.

## 4.2 Insurance Coverage Requirements

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

General Aggregate:	\$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.

- 4.2.2 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.”
- 4.2.3 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

- 4.2.4 Professional Liability: Insurance covering Contractor’s liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement’s expiration, termination or cancellation.
- 4.2.5 For FFAs on COUNTY owned property:
  - 4.2.5.1 Property Coverage: Such an insurance shall be endorsed naming the COUNTY of Los Angeles as loss payee, provide deductibles of no greater than 5% of the property value.
- 4.2.6 Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of sexual nature.

**5.0 INVOICES AND PAYMENTS**

- 5.1 For work performed in accordance with the terms of this Contract and Statement of Work, and as determined by COUNTY, CONTRACTOR shall invoice COUNTY monthly in arrears at the rate of compensation specified in the Exhibit A-7, Pricing Schedule, as supported by Exhibit B, Line Item

Budget. CONTRACTOR shall be paid only for the work performed as specified in the Contract and any amendments thereto.

- 5.2 CONTRACTOR shall submit an invoice in arrears for services rendered in the previous month. CONTRACTOR shall make its best efforts to submit all invoices within 30 days of the last day of the month in which the service was rendered. Any invoice submitted more than 30 days after the last day of the month in which the services were rendered shall constitute a "past due invoice." Past due invoices shall be submitted no later than 60 days after the last day of the month in which the services were rendered. Notwithstanding any other provision of this Contract, CONTRACTOR and COUNTY agree that the COUNTY shall have no obligation whatsoever to pay any past due invoices which are submitted more than 60 days after the last day of the month in which the services were rendered. COUNTY may, in its sole discretion, pay some or all of a past due invoice which CONTRACTOR has submitted more than 60 days after the last day of the month in which services were rendered provided sufficient funds remain available under this Contract. These same time frames shall also apply to the submission of the CONTRACTOR's final invoice.
- 5.3 CONTRACTOR shall submit the original monthly invoice to the DCFS Accounting Services – Contract Accounting Section, and one copy to the COUNTY Program Manager for review and approval, as follows:

County of Los Angeles  
Department of Children and Family Services  
*Attention: Accounting Services, Contract Accounting Section*  
425 Shatto Place, Room 204  
Los Angeles, CA 90020

And a duplicate copy of the invoices to:

County of Los Angeles,  
Department of Children and Family Services  
*Attention: Jane Garcia, MSW, County Program Manager*  
9320 Telstar Avenue, Suite 216  
El Monte, CA 91731

- 5.4 Payment to CONTRACTOR will be made in arrears on a monthly basis for services performed, provided that the CONTRACTOR is not in default under any provision of this Contract. COUNTY has no obligation to pay for any work except those services expressly authorized by this Contract.
- 5.5 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR's Tax Identification Number.

Furthermore, the Tax Identification Number is necessary for processing payment, as required by the County Auditor-Controller.

- 5.5.1 CONTRACTOR will report the bed hold stipend paid to its Resource Family Parents as taxable income to the IRC on 1099s.
- 5.6 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by CONTRACTOR and to notify COUNTY of any overpayments received by CONTRACTOR. Any overpayment received by CONTRACTOR, as determined by COUNTY Program Manager, or designee, shall be returned to COUNTY by CONTRACTOR within 30 days of receiving notification of such overpayment from the COUNTY, or may be set off at COUNTY's election against future payments due CONTRACTOR. Notwithstanding any other provision of this Contract, CONTRACTOR shall return to COUNTY any and all payments, which exceed the Maximum Contract Sum. Furthermore, CONTRACTOR shall return said payments within 30 days of receiving notification of overpayment from the COUNTY or immediately upon discovering such overpayment, whichever date is earlier.
- 5.7 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.
- 5.8 Suspension and withholding of payment. In addition to other remedies, COUNTY reserves the right to suspend or withhold all payments to CONTRACTOR if required reports are not provided to COUNTY on a timely basis; if there are continuing deficiencies in CONTRACTOR's report, record keeping or invoicing requirements; or if CONTRACTOR's performance of the work is not adequately evidenced or performed.

## **6.0 CONFIDENTIALITY**

- 6.1 CONTRACTOR shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, COUNTY policies concerning information technology security and the protection of confidential records and information.
- 6.2 CONTRACTOR shall inform all of its officers, employees, agents and sub-contractors providing services here under of the confidentiality provisions, of this contract.

- 6.3 CONTRACTOR shall sign and adhere to the provisions of Exhibit D, Contractor Acknowledgement and Confidentiality Agreement.
- 6.4 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.
- 6.5 CONTRACTOR agrees to notify COUNTY in writing within 24 hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to CONTRACTOR's attention, and that includes unauthorized access to CONTRACTOR's computer or computers (including those of any Subcontractor involved in the Relationship) containing CONTRACTOR's or COUNTY's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.
- 6.6 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 California Welfare and Institutions Code and MPP Division 19.

## **7.0 CONFIDENTIALITY REQUIREMENTS FOR PLACEMENT CONTRACTS**

- 7.1 Pursuant to applicable Welfare and Institutions Code sections, including but not limited to sections 5328 through 5330, 10850 and 827, all ESC 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 policies in effect and applicable State and federal law. The Juvenile Court has exclusive jurisdiction over juvenile records, documents and case information as well as the responsibility to maintain their confidentiality and the confidentiality of dependent children. A child under DCFS' 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 an FFA-ESC Child's case records, interview an FFA-ESC Child for research or media purposes, or photograph or videotape an FFA-ESC 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 FFA-ESC Child's confidentiality.

7.1.1 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.

## **8.0 SUBCONTRACTING**

8.1 No performance of this Contract or any portion thereof may be subcontracted by CONTRACTOR. Any attempt by CONTRACTOR to subcontract performance of any of the terms of this Contract, in whole or in part, shall constitute a breach of the terms of this Contract. In an event of such breach, this Contract may be terminated.

## **9.0 INDEPENDENT CONTRACTOR REQUIREMENT AND STATUS**

CONTRACTOR is required to report payments to Resource Family Parents for bed hold and 24/7 Intake services on 1099s.

9.1 This Contract is by and between the COUNTY and the 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 the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

9.2 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits or taxes for any personnel provided by or on behalf of the CONTRACTOR.

9.3 CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.

9.4 CONTRACTOR shall inform all of its officers, employees, agents, and Resource Families providing services and care hereunder of the confidentiality provisions of this Contract. All employees and Resource Family Parents of CONTRACTOR who have access to confidential records and data must sign and adhere to the attached "Contractor Employee

Acknowledgment and Confidentiality Agreement” (Exhibit D), and “Resource Family Parent Acknowledgment and Confidentiality Agreement” (Exhibit D-3). CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to “Contractor Non-Employee Acknowledgment and Confidentiality Agreement” (Exhibit D-2). CONTRACTOR shall maintain in its files copies of such executed Agreements.

## **10.0 TERMINATION OF CONTRACT BY CONTRACTOR FOR CONVENIENCE**

10.1 This Contract may be terminated when such action is deemed by CONTRACTOR to be in its best interest, as it is no longer able to or willing to continue providing services under this Contract. Written notice of termination of this Contract should be delivered to COUNTY pursuant to Section 33.0, Notices, specifying the date upon which the termination would be effective. Such termination becomes effective upon DCFS Director’s authorization delegated by the Board. The effective date of such termination shall be no less than thirty (30) days after the notice is sent.

## **11.0 BACKGROUND & SECURITY INVESTIGATIONS**

11.1 For the safety and welfare of the children to be served under this Contract, CONTRACTOR shall, as permitted by law, ensure that its staff, employees, independent contractors, volunteers or subcontractors who may come in contact with children in the course of their work, undergo and pass a background investigation to the satisfaction of COUNTY as a condition of beginning and continuing to work under this contract. Such background investigation may include, but shall not be limited to criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the CONTRACTOR, regardless if the member of CONTRACTOR’s staff passes or fails the backgrounds investigation.

11.2 If a member of CONTRACTOR’s staff does not pass the background investigation, COUNTY may request that the member of CONTRACTOR’s staff be immediately removed from performing services under the Contract at any time during the term of the Contract. COUNTY will not provide to CONTRACTOR or to CONTRACTOR’s staff any information obtained through the COUNTY’s background investigation.

11.3 Disqualification of any member of CONTRACTOR’s staff pursuant to this Sub-section shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

11.4 CONTRACTOR shall immediately notify COUNTY 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 children while providing services under this Contract when such information becomes known to CONTRACTOR.

- 11.5 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

## **PART II: STANDARD TERMS AND CONDITIONS**

### **1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR**

#### **1.1 CONTRACTOR's Program Director**

1.1.1 CONTRACTOR's Program Director is designated in Exhibit I, CONTRACTOR's Administration. CONTRACTOR shall notify COUNTY in writing of any change in the name or address of the CONTRACTOR's Program Director.

1.1.2 CONTRACTOR's Program Director shall be responsible for CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with COUNTY Program Manager on a regular basis.

#### **1.2 Approval of CONTRACTOR's Staff**

COUNTY has the absolute right to approve or disapprove all of CONTRACTOR's staff performing work hereunder and any proposed changes in CONTRACTOR's staff, including, but not limited to, CONTRACTOR's Program Director.

### **2.0 ADMINISTRATION OF CONTRACT – COUNTY**

A listing of all COUNTY Administration referenced in the following Sub-sections is designated in Exhibit J, COUNTY's Administration. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

#### **2.1 COUNTY Program Manager**

The responsibilities of the COUNTY Program Manager include:

- ensuring that the objectives of this Contract are met;
- providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements
- meeting with CONTRACTOR's Program Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

- 2.2 The COUNTY Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.
- 2.3 The COUNTY Program Manager is responsible for overseeing the day-to-day administration of this Contract.

### **3.0 ASSIGNMENT AND DELEGATION**

- 3.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this section, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY's sole discretion, against the claims which the CONTRACTOR may have against the COUNTY.
- 3.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.
- 3.3 Any assumption, assignment, delegation or takeover of any of the CONTRACTOR's duties, responsibilities, obligations or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

### **4.0 AUTHORIZATION WARRANTY**

The CONTRACTOR represents and warrants that the person executing this Contract for the CONTRACTOR is an authorized agent who has actual authority to bind the CONTRACTOR to each and every term, condition and obligation of this Contract and that all requirements of the CONTRACTOR have been fulfilled to provide such actual authority.

## **5.0 BUDGET REDUCTION**

In the event that the County's Board of Supervisors adopts, in 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, the COUNTY reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the CONTRACTOR under this Contract shall also be reduced correspondingly. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all of the services set forth in this Contract.

## **6.0 CHANGES AND AMENDMENTS**

- 6.1 County reserves the right to change any portion of the work required under this Contract, or make amendments to such other terms and conditions, as may become necessary. Any such revision shall be accomplished as set forth in this Section 6.0.
- 6.2 Except as provided in this Section, 6.0, for any change which affects the scope of work, term of Contract, Contract Sum, payments, or any terms or conditions included under this Contract, an amendment shall be prepared by DCFS and executed by the Contractor and County's Board of Supervisors or the Director in the event the Director has the delegated authority to execute. Approval of County Counsel must be obtained for any changes which affect the scope of work.
- 6.3 COUNTY's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the COUNTY's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared by DCFS and executed by the CONTRACTOR and by the Director of DCFS.
- 6.4 For any material change to the Contract not requested by CONTRACTOR, COUNTY shall give CONTRACTOR 30 days prior written notice, delivered by USPS mail, of its intent to make an amendment. Any significant cost impact associated with such an amendment shall be addressed in developing the amendment. A significant cost impact, as used in this section, is defined as a cumulative cost increase of \$1,200 annually. Contract changes shall be in writing and accomplished in the following manner:

6.4.1 Exhibits A, B through B-1, C, D through D-3, E, F, G, H, I, J, K, L, M, N, O, P, and Q, may be changed unilaterally by COUNTY to reflect any changes in applicable federal, state or local laws, regulations, ordinances, court orders, court rules, or in COUNTY policies or to incorporate changes requested by CONTRACTOR or COUNTY to bed hold capacity type and number. If the change will result in a significant cost impact an amendment will be prepared by COUNTY and executed by CONTRACTOR. If the change will result in no significant cost increase the amendment will be effective upon delivery of the replacement exhibit by electronic mail to the CONTRACTOR's email address and USPS mail to the address of CONTRACTOR set forth in Part II, Section 33.0, Notices. CONTRACTOR shall be responsible for monitoring changes to any applicable laws, ordinances, regulations, and court rules impacting this Contract. CONTRACTOR shall at all times remain in compliance with all such laws, ordinances, regulations, and court rules whether or not COUNTY has delivered a replacement exhibit.

6.5 For any other changes which do 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 Contract or for any change in CONTRACTOR's Plan of Operation and Program Statement a change notice shall be prepared by COUNTY, and executed by CONTRACTOR and Program Directors or designee.

For any change not covered by Sub-sections 6.4 or 6.5, an amendment to this Contract shall be prepared, by COUNTY, signed by CONTRACTOR, and executed by COUNTY as authorized by the thereafter submitted to COUNTY's Board of Supervisors for consideration and, if approved, execution.

6.6 For changes in Contractor's name or address that are not related to a merger or acquisition, change shall be completed upon written notification and request from Contractor to County, and confirmed by letter from County to Contractor.

6.7 The DCFS Director may sign an Amendment to this Contract without further action by the Board of Supervisors only under the following conditions as applicable:

6.7.1 The amendment shall be in compliance with applicable County, State and federal regulations; and

6.7.2 The Board of Supervisors has appropriated sufficient funds in COUNTY's budget and delegated authority to execute amendment, and

- 6.7.3 The Amendment is for a decrease, or an increase of not more than 10 percent correlated to an increase or a decrease in the number of units of service, of the original Maximum Contract Sum.

## **7.0 REPORTING SUSPECTED CHILD ABUSE**

- 7.1 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 train Resource Family 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 Resource Family 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 disapproves an Approved Resource Family Home at the request of the Resource Family 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].
- 7.2 CONTRACTOR shall ensure that all known or suspected instances of child abuse are reported to a child protection agency as defined in Section 11164, et. Seq. of the Penal Code. This responsibility shall include:
  - 7.2.1 A requirement that all employees, consultants, or agents performing Services under this Contract who are required by Penal Code, Section 11166(a), to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.
  - 7.2.2 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.
  - 7.2.3 The assurance that all employees of CONTRACTOR and Subcontractors understand that the safety of the Placed Child is always the first priority.

## **8.0 CHILD SUPPORT COMPLIANCE PROGRAM**

- 8.1 Contractor's Warranty of Adherence to County's Child Support Compliance Program
  - 8.1.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the

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 the COUNTY and its taxpayers.

8.1.2 As required by the COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

## 8.2 Termination for Breach of Warranty to Maintain Child Support Compliance

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Sub-Section 8.1, "Contractor's Warranty of Adherence to County's Child Support Compliance Program," shall constitute default under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of the CONTRACTOR to cure such default within 90 calendar days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to Part II, Section 40.0, "Termination for CONTRACTOR's Default," and pursue debarment of the CONTRACTOR, pursuant to County Code Chapter 2.202.

## 9.0 GRIEVANCES

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

## 10.0 COMPLIANCE WITH APPLICABLE LAWS

10.1 CONTRACTOR shall comply with all applicable federal, State, and local laws, rules, regulations, ordinances, and directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. 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.

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

10.1.2 For contract over \$10,000, 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).

10.2 Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Contract and may result in termination of this Contract.

10.3 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this section 10.0 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

## **11.0 COMPLIANCE WITH CIVIL RIGHTS LAWS**

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age,



condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program or activity supported by this Contract. CONTRACTOR shall comply with Exhibit C, Contractor's Equal Employment Opportunity (EEO) Certification.

## **12.0 COMPLIANCE WITH JURY SERVICE PROGRAM**

This Contract 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 G, and incorporated by reference into and made a part of this Contract.

### **12.1 Written Employee Jury Service Policy**

12.1.1 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 (Section 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.

12.1.2 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 Fifty Thousand Dollars (\$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 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any Subcontractor to perform services for the COUNTY under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Sub-section shall be inserted into any such

subcontract contract and a copy of the Jury Service Program shall be attached to the agreement.

12.1.3 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 Jury Service 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 Contract 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.

12.1.4 CONTRACTOR’s violation of this Section of this Contract may constitute a material breach of this 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.

### **13.0 CONFLICT OF INTEREST**

13.1 No COUNTY employee whose position in COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in COUNTY’s approval, or ongoing evaluation of such work, or in any way attempt to unlawfully influence COUNTY’s approval or ongoing evaluation of such work.

13.2 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 Contract. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts that 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, but is not limited to, identification of all persons implicated and complete description of all relevant circumstances. Failure to comply with the provisions of this Section shall be a material breach of this Contract.

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

14.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, 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. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR. CONTRACTOR shall report all job openings with job requirements to: [GAINGROW@DPSS.LACOUNTY.GOV](mailto:GAINGROW@DPSS.LACOUNTY.GOV) and [BSERVICES@WDACS.LACOUNTY.GOV](mailto:BSERVICES@WDACS.LACOUNTY.GOV) and DPSS will refer qualified GAIN/GROW job candidates.

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

#### **15.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST**

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

#### **16.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING**

16.1 CONTRACTOR shall establish and maintain an accounting system including internal controls and financial reporting, which shall meet the minimum requirements for Contract Accounting as described in Exhibit E, Auditor-Controller Contract Accounting and Administration Handbook.

16.2 CONTRACTOR shall maintain supporting documentation for all accruals reported. Accruals which are not properly supported may be disallowed upon audit.

#### **17.0 CONTRACTOR ALERT REPORTING DATABASE (CARD)**

The COUNTY maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes,

including determining whether the COUNTY will exercise a contract term extension option.

## **18.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

- 18.1 A responsible contractor is one who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible contractors.
- 18.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.
- 18.3 The COUNTY may debar a Contractor if the Board of Supervisors, finds in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.
- 18.4 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 18.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- 18.6 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 Contractor Hearing Board.
- 18.7 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.
- 18.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of the debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 18.8.1 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 18.9 These terms shall also apply to Subcontractors of COUNTY Contractors.
- 18.10 A registry of Debarred Contractors for Los Angeles County, State and federal agencies may be obtained by going to the following websites:
- County: [http://lacounty.info/doing\\_business/DebarmentList.htm](http://lacounty.info/doing_business/DebarmentList.htm)

- State: <http://www.dir.ca.gov/dlse/debar.html>
- Federal: <http://www.epls.gov/epls/search.do?multiName=true>

## **19.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTORS to complete the certification in Exhibit K the County seeks to ensure that all COUNTY Contractors which receive or raise charitable contributions comply with California law in order to protect the COUNTY and its taxpayers. A contractor that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both (County Code Chapter 2.202).

## **20.0 CONTRACTOR'S WORK**

- 20.1 Pursuant to the provisions of this Contract, CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as more fully set forth in Exhibit A, Statement of Work.
- 20.2 If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

## **21.0 COUNTY'S QUALITY ASSURANCE PLAN**

The COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all contract terms and conditions and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

## **22.0 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

- 22.1 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals and businesses that benefit financially from COUNTY through Contract are current in paying their property tax obligations

(secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

- 22.2 Unless CONTRACTOR qualifies for an exemption or exclusion, CONTRACTOR warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.
- 22.3 CONTRACTORS Certification of Compliance with the COUNTY's Defaulted Property Tax Reduction Program is incorporated as Exhibit M of this Contract.

### **23.0 DISPUTE RESOLUTION PROCEDURES**

- 23.1 CONTRACTOR and COUNTY agree to act promptly and diligently to first mutually resolve any disputes, pursuant to procedures set forth in this Contract. All such disputes shall thereafter be subject to the provisions of this Section 23.0.
- 23.2 Nothing in this section herein prevents COUNTY or CONTRACTOR from seeking provisional remedies, such as injunction or extraordinary relief such as a writ.
- 23.3 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.
- 23.4 As to any dispute arising out of or relating to this Contract, including the breach, termination or validity thereof, which has not been resolved by the filing of a claim pursuant to Sub-section 23.4 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.
- 23.5 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.
- 23.6 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.

## **24.0 EMPLOYMENT ELIGIBILITY VERIFICATION**

- 24.1 CONTRACTOR warrants that it fully complies with all federal and State statutes and regulations regarding employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations, including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or 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.
- 24.2 CONTRACTOR shall indemnify, defend and hold harmless, the COUNTY, its agents, officers and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## **25.0 EVENTS OF DEFAULT**

### **25.1 Default for Non-Performance**

COUNTY may terminate the whole or any part of this Contract if either of the following circumstances exists:

- 25.1.1 CONTRACTOR has made a misrepresentation of any required element in the bid/proposal submitted in response to the Invitation for Bids/Request for Proposals, if any; or
- 25.1.2 CONTRACTOR fails to comply with or perform any provision of this Contract or fails to make progress so as to endanger performance of any term of this Contract.
- 25.1.3 Notice is given by CDSS that CONTRACTOR's RCL rate will be terminated. Actual termination of the rate is not required for default pursuant to this provision.
- 25.1.4 Notice is given by CDSS CCLD that CONTRACTOR's Group Home Facility license will be revoked.



## 25.2 Default for Insolvency

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

25.2.1 Insolvency of CONTRACTOR. CONTRACTOR shall be deemed insolvent if it has ceased 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;

25.2.2 The filing of a voluntary petition in bankruptcy;

25.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

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

## 25.3 Other Events of Default

Determination by the 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.

## 26.0 FORMER FOSTER YOUTH CONSIDERATION

26.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, CONTRACTOR shall give consideration (after COUNTY employees, and GAIN/GROW participants as described in Part II, Sections 17.0 and 16.0, 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 USPS mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

County of Los Angeles  
Department of Children and Family Services  
Attention: Division Chief, Youth Development Services Division  
3530 Wilshire Blvd., Suite 400  
Los Angeles, CA 90010  
Email: to be determined

26.2 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).

26.3 CONTRACTOR is exempt from the provisions of this Section if it is a governmental entity.

## **27.0 GOVERNING LAW, JURISDICTION, AND VENUE**

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

## **28.0 INDEMNIFICATION**

CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees and agents from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR's acts and/or omissions arising from and/or relating to this Contract.

## **29.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

29.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies, are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations.

29.2 CONTRACTOR shall certify to, and comply with, the provisions of Exhibit C, Contractor's Equal Employment Opportunity (EEO) Certification.

29.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 29.4 CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation.
- 29.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program or activity supported by this Contract.
- 29.6 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.
- 29.7 If the COUNTY finds that any of the above provisions have been violated, such violation shall constitute a material breach of contract upon which COUNTY may determine to terminate this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Opportunity Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated federal or State anti-discrimination laws or regulations shall constitute a finding by COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.
- 29.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

### **30.0 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Contract shall not restrict DCFS from acquiring similar, equal or like goods and/or services from other entities or sources.

### **31.0 NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely

performance of this Contract, that party shall, within one (1) day, give written notice thereof, including all relevant information with respect thereto, to the other party.

### **32.0 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 Service Notice 1015, attached hereto as Exhibit F.

### **33.0 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be given in writing and shall be hand delivered with signed receipt or mailed by first-class or electronic mail, addressed to the parties as identified in Exhibit I, CONTRACTOR's Administration and Exhibit J, COUNTY's Administration. Addresses may be changed by either party giving 10 days' prior written notice thereof to the other party. The Director shall have the authority to issue all notices or demands required or permitted by the COUNTY under this Contract.

### **34.0 PROPRIETARY RIGHTS**

34.1 COUNTY and CONTRACTOR agree that all materials, data and information developed under and/or used in connection with this Contract shall become the sole property of COUNTY, provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

34.2 Notwithstanding any other provision of this Contract, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY

shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

- 34.3 Any materials, data and information not developed under this Contract, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET," "PROPRIETARY," or "CONFIDENTIAL."
- 34.4 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 Act request for items described in Sub-Section 34.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.
- 34.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Sub-section 34.4 for:
  - 34.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Sub-section 34.3;
  - 34.5.2 Any materials, data and information covered under Sub-section 34.2; and
  - 34.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.
- 34.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.
- 34.7 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.
- 34.8 The provisions of Sub-sections 34.5, 34.6, and 34.7 shall survive the expiration or termination of this Contract.

## **35.0 PUBLICITY**

35.1 The CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publishing its role under this Contract within the following conditions:

35.1.1 The CONTRACTOR shall develop all publicity material in a professional manner; and

35.1.2 During the term of this Contract, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles or other materials using the name of the COUNTY without the prior written consent of the County's Project Director. The COUNTY shall not unreasonably withhold written consent.

35.2 The CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this section shall apply.

## **36.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

36.1 CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract.

36.2 CONTRACTOR agrees that the 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 examine, audit, excerpt, copy or transcribe any pertinent transaction, activity or records relating to this Contract. All financial records, supporting documents, statistical records, and all other records pertinent to the award and performance of this Contract, including, but not limited to, all timecards and other employment records and confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County and shall be made available to COUNTY, State or federal authorities, during the term of this Contract and either for a period of five (5) years after the expiration of the term of this Contract or for a period of three (3) years from the COUNTY's final payment under this contract, 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 or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles 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.

- 36.3 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY's Auditor-Controller within 30 days of the CONTRACTOR's receipt thereof, unless otherwise provided by applicable federal or State law or under this Contract. Subject to applicable law, the COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 36.4 Failure on the part of the CONTRACTOR to comply with any of the provisions of this Section shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.
- 36.5 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY's dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand; or b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.
- 36.6 CONTRACTOR shall be responsible for conducting annual financial audits of its agency and its subcontractor(s) if 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 30 calendar days after issuance of such audit reports, CONTRACTOR shall forward copies of such reports to DCFS.

### **37.0 RECYCLED-CONTENT PAPER**

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

### **38.0 SAFELY SURRENDERED BABY LAW**

38.1 Contractor's Acknowledgement of COUNTY's Commitment to the Safely Surrendered Baby Law.

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is 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. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

38.2 Notice to Employees Regarding the Safely Surrendered Baby Law

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

### **39.0 SHRED DOCUMENT**

39.1 CONTRACTOR shall ensure that all confidential documents and papers, as defined under state law (including, but not limited to Welfare and Institutions Code section 10850) relating to this Contract must be shredded and not put in trash containers when CONTRACTOR disposes of these documents and papers. All documents and papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents and papers are to be recycled.

39.2 Documents for record and retention purposes in accordance with Subsection 43.5 (Record Retention and Inspection/Audit Settlement) of this Contract are to be maintained for a period of five (5) years.



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

- 40.1 Upon determining the existence of any one or more of the circumstances heretofore described in Part II, Section 25.0, Events of Default, this Contract may be subject to termination, by the Board of Supervisors, or designee, either immediately or within such longer time period as noticed by COUNTY.
- 40.2 In the event COUNTY terminates this Contract in whole or in part as provided in this Section, COUNTY may recover damages to the extent permitted by applicable law, subject to the terms of the Dispute Resolution Procedures, Part II, Section 23.0.

After receipt of a notice of termination, CONTRACTOR shall submit to COUNTY in the form and with the certification as may be prescribed by COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly. COUNTY will not accept any such invoice submitted later than three (3) months from the effective date of termination. Upon failure of CONTRACTOR to submit its termination claim and invoice within the time allowed, COUNTY may determine, on the basis of information available to COUNTY, the amount, if any, due to CONTRACTOR in respect to the termination, and such determination shall be final. After such determination is made, COUNTY shall pay

#### **41.0 TERMINATION FOR CONVENIENCE - COUNTY**

- 41.1 The performance of Services under this Contract may be terminated in whole or part when such action is deemed by COUNTY to be in its best interest and such termination is approved by the Board of Supervisors. Termination of Services hereunder shall be effected by delivery to CONTRACTOR of a ninety (90) day advance notice of termination specifying the extent to which performance of Services under this Contract is terminated and the date upon which such termination becomes effective.
- 41.2 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:
- 41.2.1 Stop Services under this Contract on the effective date of termination.
- 41.2.2 Continue to perform, as required by this Contract until the effective date of termination.
- 41.3 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

#### **42.0 TERMINATION OF CONTRACT BY CONTRACTOR FOR CONVENIENCE**

- 42.1 This Contract may be terminated when such action is deemed by CONTRACTOR to be in its best interest. Termination of this Contract shall be effective by the delivery to COUNTY of written notice of termination pursuant to Part II, Section 33.0, Notices, specifying the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ninety (90) Days after the notice is sent, unless COUNTY notices CONTRACTOR, pursuant to Part II, Section 33.0, Notices, that the termination will be effective in thirty (30) Days. In the event of a breach by COUNTY under this Contract, CONTRACTOR shall have all remedies available at law, subject to the terms of Part II, Section 23.0, Dispute Resolution Procedures.
- 42.2 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 Contract for any terminated Services, provided that such amounts may be offset against any amounts COUNTY claims are due from CONTRACTOR pursuant to the terms of this Contract.
- 42.3 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.

#### **43.0 TERMINATION FOR IMPROPER CONSIDERATION**

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

to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

- 43.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 43.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

#### **44.0 TERMINATION FOR INSOLVENCY**

- 44.1 COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:
  - 44.1.1 Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;
  - 44.1.2 The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;
  - 44.1.3 The appointment of a Receiver or Trustee for the CONTRACTOR; or
  - 44.1.4 The execution by the CONTRACTOR of a general assignment for the benefit of creditors.
- 44.2 The rights and remedies of the COUNTY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **45.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm, as defined in County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the COUNTY's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by the CONTRACTOR to fully comply with the COUNTY's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the COUNTY may, in its sole discretion, immediately terminate or suspend this Contract.

#### **46.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for the CONTRACTOR's performance hereunder or by any provision of this Contract during any of the COUNTY's future fiscal years unless and until the COUNTY's Board of Supervisors appropriates funds for this Contract in the COUNTY's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The COUNTY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

#### **47.0 TIME OFF FOR VOTING**

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

#### **48.0 USE OF FUNDS**

All uses of funds paid to CONTRACTOR and other financial transactions related to CONTRACTOR's provision of services under this Contract are subject to review and/or audit by DCFS, COUNTY's Auditor-Controller or its designee, and the State of California. In the event this Contract is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR's liability for such audit exceptions, as determined by DCFS, upon demand by COUNTY.

#### **49.0 VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

#### **50.0 WAIVER**

No waiver by the COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **51.0 WARRANTY AGAINST CONTINGENT FEES**

- 51.1 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.
- 51.2 For breach of this warranty, the COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

## **52.0 WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION**

CONTRACTOR certifies that neither it nor its principals are presently debarred, excluded suspended, or proposed for debarment, or otherwise declared ineligible from participation in this Contract by any governmental department or agency. CONTRACTOR must notify COUNTY Program Manager within 30 days if debarred, excluded or suspended by any governmental entity during the Contract period.

## **53.0 MANDATORY REQUIREMENT TO REGISTER ON FEDERAL SYSTEM FOR AWARD MANAGEMENT**

CONTRACTOR represents and warrants that it has registered in the Federal System for Award Management's (SAM). Prior to a contract award, all potential contractors must register in SAM. Registration can be accomplished online via the Internet by accessing the Federal Contractor Registry's home page at <https://www.sam.gov/portal/SAM/#1>. CONTRACTOR certifies that it is in good standing with the federal government Executive Order 12549, 7CFR Part 3017, 45 CFR Part 76, and 2 CFR 200.212 Subpart C. CONTRACTOR certifies that to the best of its knowledge and belief it and its principals or affiliates under this contract are not debarred or suspended from federal financial assistance programs and activities; proposed for debarment; declared ineligible; or voluntarily excluded from participation in covered transactions by any federal department or agency as attached hereto as Exhibit O.

## **54.0 COMPLIANCE WITH ENCRYPTION REQUIREMENTS**

### **54.1 Data Encryption**

Contractor and Subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below in Subsection 54.1.1, 54.1.2, and 54.1.3; and, as PI is defined in California Civil Code Section 1798.29(g), PHI is defined in Health Insurance Portability

and Accountability Act of 1996 (HIPAA), and implementing regulations, and MI is defined in California Civil Code Section 56.05(j).

#### 54.1.1 Stored Data

Contractors' and Subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) shall require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management-Part 1: General (Revision 3); (c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

#### 54.1.2 Transmitted Data

All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Recommendation for Key Management - Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

#### 54.1.3 Certification

The COUNTY must receive within ten (10) business days of its request, a certification from Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above in Contractor's Compliance with Encryption Requirements Form (Exhibit P). In addition, CONTRACTOR shall maintain a copy of any validation/attestation reports that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Sub-section 54.1 (Data Encryption) shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.

## **55.0 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING**

Contractor acknowledges and certifies in Attachment Q, Zero Tolerance Human Trafficking Policy Certification that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a CONTRACTOR or member of CONTRACTOR's staff is convicted of a human trafficking offense, the COUNTY shall require that the CONTRACTOR or member of CONTRACTOR'S staff be removed immediately from performing services under the Contract. COUNTY will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of CONTRACTOR's staff pursuant to this paragraph shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
FOSTER FAMILY AGENCY - EMERGENCY SHELTER CARE SERVICES  
MASTER CONTRACT FOR BED HOLD SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract 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

CONTRACTOR

By: \_\_\_\_\_  
Bobby D. Cagle  
Director  
Department of Children and  
Family Services

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

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

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

Title: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

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

APPROVED AS TO FORM:  
BY THE OFFICE OF COUNTY COUNSEL  
MARY C. WICKHAM, COUNTY COUNSEL

By: \_\_\_\_\_  
David Beaudet  
Senior Deputy County Counsel



**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
FOSTER FAMILY AGENCY – EMERGENCY SHELTER CARE  
(FFA–ESC BED HOLDS)  
STATEMENT OF WORK**



**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES (DCFS)  
FOSTER FAMILY AGENCY – EMERGENCY SHELTER CARE**

**STATEMENT OF WORK**

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## **PART A: INTRODUCTION**

### **1.0 PREAMBLE**

The County of Los Angeles seeks to collaborate with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's Strategic Plan Mission, Values, Goals and Performance Outcomes.

The County's vision is a value driven culture, characterized by extraordinary employee commitment to enrich lives through effective and caring service, and empower people through knowledge and information. This philosophy of service excellence is anchored in the County's shared values of: 1) Integrity; 2) Inclusivity; 3) Compassion; and 4) Customer Orientation.

These shared values are encompassed in the County's Strategic Plan's three Goals: 1) Make Investments that Transform Lives; 2) Foster, Vibrant and Resilient Communities; and 3) Realize Tomorrow's Government Today.

Improving the well-being of children and families requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

### **2.0 OVERVIEW**

- 2.1 In addition to the FFA-ESC Master Contract and this FFA-ESC Statement of Work (SOW), CONTRACTOR shall abide by all applicable requirements as described in the Foster Family Agency Master Contract and Exhibit A, FFA SOW.
- 2.2 Emergency Shelter Care (ESC) Placement Services shall be provided by Foster Family Agencies (FFA) contracted by Los Angeles County, and shall be responsible for recruiting, approving, training of, and providing professional support to Resource Families (RFAs) who will provide ESC Placement Services in out-of-home care in a family home setting for the emergency placement of children/youth, pregnant and parenting teens with children, and Non Minor Dependents (NMDs) who are supervised by DCFS and in need of care. FFAs will coordinate with DCFS to find homes and provide services and supports to RFAs and to the placed children to the extent possible and authorized by local, state and federal law.
- 2.3 Emergency Shelter Care is a temporary placement, providing 24-hour care for children/youth taken into protective custody for a temporary period not to exceed twenty-one (21) days. The Resource Family would provide shelter,

food, clothing, and other immediate necessities.

- 2.4 Because any payments CONTRACTOR makes to Resource Families as a result of this Contract may be taxable income to the recipients, Contractor is expected to report these payments to its Resource Families by issuing Internal Revenue Service Form 1099 as required by law for independent contractors.

### **3.0 FFA-ESC PROGRAM GOALS**

- 3.1 CONTRACTOR shall provide Emergency Intake and Placement Services twenty-four (24) hours a day, seven (7) days a week in every Resource Family home identified for ESC Placement Services for children and youth as described in the CONTRACTOR's Plan of Operation and Program Statement, Part B.
- 3.2 The FFA-ESC program is a time limited placement of up to a twenty-one (21) day stay.
- 3.3 The FFA-ESC Program Manager may extend the stay up to thirty (30) days, on a case by case basis.

## **PART B – PROGRAM REQUIREMENTS**

### **4.0 FFA-ESC SERVICE DELIVERY SITES**

- 4.1 CONTRACTOR shall not place children/youth at a service delivery site not approved on Exhibit A-2 as indicated in the FFA Master Contract Exhibit A, FFA SOW, Section 7.0 and as identified in Exhibit A-1 FFA-ESC Services Capacity Agreement.
- 4.2 CONTRACTOR shall identify the FFA-ESC Resource Family and maintain the agreed number of beds unoccupied for the selected bed placement category listed in Exhibit A-1 FFA-ESC Services Capacity Agreement, on a 24-hour, 7 days a week basis.
  - 4.2.1 To request to add an FFA-ESC Resource Family home or bed type to the FFA-ESC contract, CONTRACTOR shall submit a new Exhibit A-1, FFA-ESC Services Capacity Agreement to COUNTY.
  - 4.2.2 To remove an FFA-ESC Resource Family home or bed type from the FFA-ESC contract, CONTRACTOR shall submit an Exhibit A-2, Removal of FFA-ESC Resource Family Home/Bed Type to COUNTY notifying the DCFS OHCMD Division Chief or designee and CAD Division Manager or designee in writing at minimum of thirty (30) days of the intent to remove an FFA-ESC Resource Family home or bed type.
- 4.3 CONTRACTOR shall reserve a bed for each FFA-ESC Child/Youth, to keep

them safe and comfortable.

- 4.4 Once the FFA-ESC Child/Youth is in the CONTRACTOR'S home, the CONTRACTOR will provide for the FFA-ESC Child/Youth's basic needs.
- 4.5 CONTRACTOR shall not utilize the FFA-ESC program designated bed for a child(ren) not currently placed in the FFA-ESC program.

## **PART C: COUNTY RESPONSIBILITIES**

### **5.0 PROGRAM STAFF**

- 5.1 COUNTY shall designate a COUNTY Program Manager (CPM) who will be responsible for administering this Program and the daily management of this Program's operations, and for the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
- 5.2 The CPM responsible for daily management of Program operation:
  - Program Manager
  - Department of Children and Family Services
  - Emergency Shelter Care Program
  - 9320 Telstar Avenue, Suite 216
  - El Monte, CA 91731
  - (626) 569-6803
- 5.3 The CPM shall have a designee who may act in his/her place at all times. The CPM and designee are identified in COUNTY's Administration (FFA-ESC Master Contract, Exhibit J).
- 5.4 The CPM shall provide direction to CONTRACTOR in areas relating to DCFS policy, information, and procedural requirements.

## **PART D – FFA-ESC REQUIRED SERVICE TASKS**

### **6.0 CASE CONFERENCE OR CHILD AND FAMILY TEAM (CFT) MEETING FOR FFA-ESC PLACED CHILDREN**

The CONTRACTOR shall contact the Case Carrying Children Social Worker (CSW) to request a case conference or CFT Meeting, which shall be held no later than the 7<sup>th</sup> calendar day of placement.

- 6.1 The case conference or CFT meeting shall be documented by FFA staff in the Child's Case File and record the date in Exhibit A-3, Foster Family Agency Emergency Shelter Care Control Log and the Foster Family Agency Emergency Shelter Care Intake and Discharge Log, Exhibit A-4.

## **7.0 FFA-ESC PLACEMENT PROCESS (INTAKE/DISCHARGE)**

CONTRACTOR shall abide by the Intake and Discharge procedures as described in the FFA Master Contract, Exhibit A, FFA SOW, Section 18.0. Additionally, the CONTRACTOR shall abide by the additional following requirements:

### **7.1 Requirement for Emergency Intake Placement 24/7**

CONTRACTOR shall provide Intake and Placement Services 24 hours per day, 7 days per week; and provide FFA-ESC Children/Youth a temporary home with a bed, meals and general care for their protection and comfort.

7.1.1 CONTRACTOR shall provide 24 hours per day, 7 days per week intake placement services and an emergency number with staff available 24 hours, 7 days per week.

7.2 CONTRACTOR shall be available twenty-four (24) hours per day, seven days per week, to discuss detailed information of the Child/Youth to determine if the CONTRACTOR's FFA-ESC program meets the needs of the Child/Youth.

### **7.3 Intake and Discharge Log**

CONTRACTOR shall maintain the Foster Family Agency Emergency Shelter Care Intake and Discharge Log (Exhibit A-4) and provide via e-mail to the CPM on a daily basis. The Foster Family Agency Emergency Shelter Care Intake and Discharge Log contains the agency's name, the resource parent's name, the Child/Youth's name, gender and date of birth, the CSW, Supervising CSW (SCSW), the Assistant Regional Administrator (ARA), the admission and discharge dates, the date of the Case Conference or CFT and the placement type where the child/youth was discharged to.

### **7.4 Denial of Placement of FFA-ESC Children/Youth**

CONTRACTOR shall accept all DCFS referred FFA-ESC Children/Youth and shall not refuse any such referrals unless exceptional conditions apply. Exceptional Conditions may include, but are not limited to: (a) Residency in the Resource Family home will endanger the FFA-ESC Child, other children in the home, and/or the safety of all FFA-ESC Children, children and family in the home; (b) Children that have been identified as requiring a higher level of care, such as an Intensive Services Foster Care (ISFC) placement, a Short Term Residential Therapeutic Program (STRTP), a Residential Care Level (RCL) 14, a Community Treatment Facility (CTF), or be declared a ward under the jurisdiction of WIC 601/602; (c) CONTRACTOR's Resource Family home is on official "Do Not Refer," "Do Not Use," "Investigative Hold" status, and/or "Off-Call".

## 7.5 DISCHARGE

CONTRACTOR shall not discharge any Child/Youth without approval from the Child/Youth's CSW, SCSW, CPM or designee.

7.5.1 Intent to Discharge or 7 day notices do not apply for Children/Youth placed under the FFA-ESC Contract.

## 8.0 ESC MONITORING REQUIREMENTS

### 8.1 Clothing Inventories

The CONTRACTOR shall maintain a written inventory of each child's clothing.

#### 8.1.1 Meeting of the Full Clothing Standard in a Timely Manner for FFA- ESC

CONTRACTOR shall minimally provide Child/Youth upon placement into the FFA-ESC program two (2) sets of clothing which shall include, but not limited to: pants, shirts/blouses, socks and undergarments. In addition, FFA-ESC program shall ensure that each placed child has, or is provided with, the following items: at least one pair of shoes, a jacket/sweater, pajamas, and slippers.

## 9.0 CONTRACTOR'S REPORTING AND COMMUNICATION PROCEDURES

9.1 CONTRACTOR shall immediately report by telephone to CPM or designee any change in the resource family home's capacity within 24 hours of such changes.

9.2 CONTRACTOR shall notify CPM or designee (by telephone) of all unoccupied beds within two hours of the bed becoming available. Any available bed listed on the approved FFA-ESC Services Capacity Agreement (Exhibit A-1), not occupied by an FFA-ESC Child, is considered to be vacant. Failure to report vacancies is a violation of this Contract and is subject to remedial action, including, but not limited to a Corrective Action Plan (CAP) and/or termination of this Contract.

9.3 CONTRACTOR shall notify CPM or designee (by telephone) within 24 hours, from when the CONTRACTOR first learns that the beds are unavailable for reasons, which include, but are not limited to, foreclosure, fire, disaster, civil unrest, or loss of Resource Family Approval.

9.4 CONTRACTOR shall report within 24 hours to CPM or designee (by telephone) any discussion between CONTRACTOR and CSW regarding possible extension of an FFA-ESC Child's stay beyond the 21-day limit.

9.5 CONTRACTOR shall notify CPM or designee on the 7<sup>th</sup> day of

any FFA-ESC Child's continuous placement, by telephone, to ensure a case conference occurs with CPM as described in Section 6.0 in this SOW.

9.6 CONTRACTOR shall verbally notify the CSW within four hours when the FFA-ESC Child is missing or their whereabouts are not known. If it is during after hours, CONTRACTOR shall notify the DCFS Hotline at (800) 540- 4000 that the FFA-ESC Child is missing.

9.6.1 CONTRACTOR shall report any significant event or incident pertaining to an ESC Child/Youth by using Exhibit A-5, Emergency Shelter Care Program Reporting Procedures and as described in the FFA Master Contract, Exhibit A, FFA SOW, Section 10.0, as applicable.

9.7 CONTRACTOR shall maintain direct communication with CPM or designee by telephone. CONTRACTOR shall at all times have a telephone in working order and shall also maintain a back-up telephone number or alternate means of communication.

9.8 CONTRACTOR shall notify CPM or designee of any failure or non-service of their telephone, or change in telephone number within 24 hours.

9.9 CONTRACTOR shall be responsive to return any calls made by COUNTY regarding any placed FFA-ESC Child within two hours.

9.10 CONTRACTOR shall maintain frequent communications with the CPM or designee, including but not limited to, telephone communication, and meetings, as specified herein and as required by the COUNTY.

9.11 Failure to comply with services as described in Sections 9.7 to 9.10 above is a violation of this Contract and is subject to remedial action, including, but not limited to a CAP and/or termination of this Contract.

9.12 CONTRACTOR is entitled to time off without compensation. A Request for Time Off, Exhibit A-6, shall be completed for vacation, time off and/or any other reasons.

9.12.1 CONTRACTOR shall submit a written Request for Time Off to the CPM at least 14 days prior to the requested time off starting date.

9.12.2 CONTRACTOR shall not be paid for services under this Contract while the CONTRACTOR is on a Do Not Refer, Do Not Use, Investigative Hold, and/or Off-Call status.

## **10.0 CONTRACTOR'S COMPENSATION**

### **10.1 Bed Availability Rate**

CONTRACTOR shall make available the number of beds for the bed



placement category specified in Exhibit A-1, FFA-ESC Services Capacity Agreement. CONTRACTOR shall maintain the availability of these beds, on a 24-hour, 7 days-per-week basis, until placement occurs. CONTRACTOR shall be compensated at the rates specified on Exhibit A-7, Pricing Schedule.

10.1.1 Bed Availability Rate payment for each Bed Placement Category shall be disbursed as indicated in Exhibit A-7.

10.1.2 If a bed vacancy exceeds 60 days, CPM reserves the right to withhold the Bed Availability rate payment and place the bed on "off-call" status until a placement is secured.

10.1.3 CONTRACTOR shall not be paid for services under this Contract while the CONTRACTOR is on a Do Not Refer, Do Not Use, Investigative Hold, and/or Off-Call status.

## **10.2 Placement Rate**

Upon placement of an FFA-ESC Child in CONTRACTOR's home, CONTRACTOR shall continue to receive the monthly Bed Availability Rate as specified in Subsection 10.1 for the days the FFA-ESC Child remains in the CONTRACTOR'S home. Rates shall be prorated for periods less than one (1) month.

10.2.1 CONTRACTOR shall submit the Foster Family Agency Emergency Shelter Care Control Log (Exhibit A-3) and invoices timely on a monthly basis, as indicated in the FFA-ESC Master Contract, Part I: Unique Terms and Conditions, Section 5.0.

**FOSTER CARE PLACEMENT SERVICES MASTER CONTRACT**

**FOR**

**INTENSIVE SERVICES FOSTER CARE FOSTER FAMILY AGENCY FOR CHILDREN  
WITH SERIOUS EMOTIONAL AND BEHAVIORAL NEEDS**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**



**AND**

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

**(CLICK HERE AND ENTER CONTRACT NUMBER)**

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

**AND**

The Probation Department  
Placement Administrative Services  
9150 East Imperial Highway  
Downey, California 90242

Month 2019

**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
AND PROBATION DEPARTMENT  
FOSTER CARE PLACEMENT SERVICES MASTER CONTRACT FOR INTENSIVE  
SERVICES FOSTER CARE FOSTER FAMILY AGENCY FOR CHILDREN WITH  
SERIOUS EMOTIONAL AND BEHAVIORAL NEEDS**

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Exhibit A	Statement of Work
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Exhibit A-3	Intentionally Left Blank
Exhibit A-4	Intentionally Left Blank
Exhibit A-5	Special Incident Reporting Guide for FFAs
Exhibit A-6	FFA Monthly Utilization Report Template
Exhibit A-7	Intentionally Left Blank
Exhibit A-8	Intentionally Left Blank
Exhibit A-9	Intentionally Left Blank
Exhibit A-10	Discharge Summary for DCFS: Foster Family Agency
Exhibit A-11	Provider Needs and Services Plan/Quarterly Report Template Information
Exhibit A-12	Applicant’s Authorization for Release of Information
Exhibit A-13	Foster Family Agency’s Plan of Operations and Program Statement
Exhibit A-13a	CDSS Approval Letter for Resource Family Approval (RFA) Implementation Plan
Exhibit A-14	ISFC FFA Facility License(s)
Exhibit A-15	ISFC FFA Rate Letter
Exhibit A-16	Intentionally Left Blank
Exhibit A-17	Adoption License or MOU
Exhibit B	Line Item budget
Exhibit C	Office of Management and Budget (OMB) Title 2 Code of Federal Regulations (CFR), Part 200 and 2 CFR 1.100, title 2, Part 1
Exhibit C-1	Auditor-Controller Foster Family Agency Contract Accounting and Administration Handbook
Exhibit C-2	Auditor-Controller/Department of Children and Family Services/Probation Department Fiscal Audit Phases, Fiscal/Audits of Foster Family Agency Foster Care Services Contractors
Exhibit C-3	Los Angeles County Annual Revenue and Expenditure Report including Form FCR 12 FFA
Exhibit D	Contractor Acknowledgment and Confidentiality Agreement Form
Exhibit D-1	Contractor Employee Acknowledgment and Confidentiality Agreement Form
Exhibit D-2	Contractor Non-Employee Acknowledgment and Confidentiality Agreement Form
Exhibit D-3	Confidentiality of Criminal Offender Record Information (CORI) Form
Exhibit D-4	Resource Foster Parent Acknowledgment and Confidentiality Agreement Form
Exhibit E	Statement of Dangerous Behaviors and California Department of Social

Exhibit F	Services Child Welfare Services Manual, Section 31-405 IRS Notice 1015 - Notice to Employees Regarding Federal Earned Income Credit (FEIC)
Exhibit G	Payment Resolution Notification (COV 71)
Exhibit H	Overpayments Policy
Exhibit I	Contractor's Certification of Compliance with Child, Spousal and Family Support Orders
Exhibit J	Contractor's Certification of Compliance with all Federal and State Employment Reporting Requirements
Exhibit K	Contractor's Equal Employment Opportunity (EEO) Certification
Exhibit L	Charitable Contributions Certification
Exhibit M	Defaulted Property Tax Certification Form
Exhibit N	DCFS Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures (As Amended on February 24, 2014)
Exhibit O	Federal Debarment and Suspension Certification Form
Exhibit P	Contractor's Compliance with Encryption Requirements Form
Exhibit Q	Zero Tolerance Human Trafficking Policy Certification Form
Exhibit R	Certification of Compliance with Background and Security Investigation
Exhibit S	Safely Surrendered Baby Law Fact Sheet
Exhibit T	County of Los Angeles Contractor Employee Jury Service Program Certification Form (Code 2.203)
Exhibit U	County's Administration
Exhibit V	ISFC Contractor's Administration
Exhibit W	Sample Report on Outside Employment
Exhibit W-1	Sample Report on Conflict of Interest

**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
AND PROBATION DEPARTMENT  
FOSTER CARE PLACEMENT SERVICES MASTER CONTRACT FOR INTENSIVE  
SERVICES FOSTER CARE FOSTER FAMILY AGENCY FOR CHILDREN WITH SERIOUS  
EMOTIONAL AND BEHAVIORAL NEEDS**

This is the Foster Care Placement Services Master Contract for Intensive Services Foster Care Foster Family Agency (hereinafter referred to as "Contract").

This Contract is made and entered into this 1st day of \_\_\_\_\_, 2019 by and between

County of Los Angeles  
hereinafter referred to as "COUNTY"

and

Contractor \_\_\_\_\_  
hereinafter referred to as "CONTRACTOR".

**RECITALS**

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

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

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

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

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

WHEREAS, pursuant to the provisions of Welfare Institution Code (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, under the Catalog for Federal Domestic Assistance Number 93.658; and

WHEREAS, CONTRACTOR warrants that it possesses the competence, expertise and personnel necessary to provide such services, and understands for purposes of this contract

considers itself a sub-recipient insofar as compliance with Office of Management and Budget (OMB) 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 2 CFR 1.100, title 2, Part 1,

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



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

### **1.0 APPLICABLE DOCUMENTS**

- 1.1 This Contract and the Exhibits hereto, constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous Contracts, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, Section 5.0, “Changes and Amendments” and signed by both parties.
- 1.2 Exhibits A through A-17, B, C through C-3, D through D-4, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W through W-1 set forth below, are attached to and incorporated by reference in this Contract.
- 1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, Statement of Work, and Attachments according to the following priority:

Exhibit A	Statement of Work
Exhibit A-1	Foster Family Agency Reference Links
Exhibit A-2	Service Delivery Sites
Exhibit A-3	Intentionally Left Blank
Exhibit A-4	Intentionally Left Blank
Exhibit A-5	Special Incident Reporting Guide for FFAs
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Exhibit D-1	Contractor Employee Acknowledgment and Confidentiality Agreement Form
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Exhibit V	ISFC Contractor's Administration
Exhibit W	Sample Report on Outside Employment
Exhibit W-1	Sample Report on Conflict of Interest

## 2.0 DEFINITIONS

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

- 2.1 "Aid to Families with Dependent Children-Foster Care (AFDC-FC)" – means foster care financial assistance paid on behalf of children in out-of-home placement who meet the eligibility requirements specified in applicable state and federal regulations and laws. The program is administered by DCFS.
- 2.2 "Allowable Costs" - Reported costs shall be allowable and reasonable as defined in federal statutes and regulations including 45 CFR Part 74, 45 CFR Part 1356, and in California CDSS MPP Section 11-402.8.
- 2.3 "Approved Resource Family Home" – means a family residence approved by an FFA and issued a Certificate of Approval in accordance with the California Department of Social Services Community Care Licensing (CDSS CCL) Division, Title 22, Chapter 8.8 Foster Family Agencies, Article 9, Subchapter 1, Articles 1-7
- 2.4 "Case Plan" – means 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) or Deputy Probation Officer (DPO) in partnership with the parent/guardian (whenever possible) and designed to reduce or eliminate the risk factor(s) which precipitated the referral to DCFS or Probation. It identifies a Case Plan goal (the desired outcome), objectives (the desired outcome of the successful completion of specified tasks), tasks/activities (for which a participant is accountable and the completion of which moves toward achievement of a specified Case Plan objective), the specific Services to be provided and time frames for completion of the objectives and goals. Case Plan goals include: Family Maintenance, Family Preservation, Reunification and Permanency Planning (Adoption, Legal Guardianship and Long Term Foster Care).

- 2.5 Child” or “Children” - means any child, children or youth placed by COUNTY receiving Services from CONTRACTOR pursuant to this Contract, including non-minor dependents.
- 2.6 “Child and Family Team” or “CFT” – team’ means a group of individuals who are convened by the placing agency and who are engaged through a variety of team-based processes to identify the strengths and needs of the child or youth and his or her family, and to help achieve positive outcomes for safety, permanency, and well-being.
- 2.7 “Children’s Social Worker” or “CSW” – means 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.
- 2.8 “Community” – means 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.
- 2.9 “Community Care Licensing Division” or “CCLD” – means the Division of the California Department of Social Services that licenses community care facilities including group homes. They also monitor compliance with Title 22 regulations.
- 2.10 “Contract” – means an agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Statement of Work, Exhibit A.
- 2.11 “CONTRACTOR” – means the sole proprietor, partnership, or corporation or other person or entity that has entered into this Contract with the COUNTY.
- 2.12 “Core Services and Supports” – means services made available to children either directly or secured through formal agreements with other agencies, which are trauma-informed and culturally relevant which includes: Specialty Mental Health Services; Transition Services; Education, Physical, Behavioral, Mental Health, and Extracurricular supports; Transition to Adulthood Services; Permanency Support Services; and Indian Child Services.
- 2.13 “Corrective Action Plan” or “CAP” – means a document that serves as CONTRACTOR’s commitment to remedy deficiencies in response to findings uncovered in investigations, as further described in Part I, Section 16.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, Sub-section 16.1 and Exhibit N, DCFS/Probation Foster Care

Placement Contract Investigation/Monitoring/Audit Remedies and Procedures Agreement.

- 2.14 “COUNTY” – means the Department of Children and Family Services and/or the Probation Department on behalf of the County of Los Angeles and its Board of Supervisors.
- 2.15 “County Contract Program Monitor” – means COUNTY representative responsible for the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
- 2.16 “County Program Director” – means COUNTY representative at the Division Chief level responsible for oversight of the contracted program.
- 2.17 “COUNTY’s Program Manager” or “CPM” – means COUNTY representative responsible for daily management of contracted program operation and administering this Contract, consulting on policy, providing technical assistance and overall coordination and implementation of this Contract between the CONTRACTOR and COUNTY. (See Exhibit U, County’s Administration)
- 2.18 “Court Appointed Special Advocate” or “CASA” – means a court appointed person who advocates for the Placed Child’s needs and best interests and provides the court with written recommendations.
- 2.19 “COUNTY Worker” – means for a DCFS-Placed Child, COUNTY Worker is a Children's Social Worker (CSW). For a Probation-Placed Child, COUNTY Worker is a Deputy Probation Officer (DPO). County Worker is also a Department of Mental Health (DMH) professional.
- 2.20 “Day” or “Days” – means whether singular or plural, whether with initial letter capitalized or not, shall mean calendar days, and not business or workday, unless otherwise specifically stated.
- 2.21 “DCFS” - means COUNTY’s Department of Children and Family Services
- 2.22 “Department of Mental Health” or “DMH” – The County of Los Angeles Department of Mental Health that, through its Children’s System of Care, provides services for emotionally disturbed children including those in GHs. These services include:
- 2.22.1 Certification of the mental health services component for any proposed rate for STRTP program prior to the Foster Care Funding and Rates Bureau establishing these rate levels;

- 2.22.2 Support for the development of Day Rehabilitation Programs in STRTPs;
- 2.22.3 Support for the development of Day Treatment Programs in STRTPs;  
and
- 2.22.4 Providing Therapeutic Behavioral Services in STRTPs.
- 2.23 “Dependent Children” – A child who is within the jurisdiction of the Juvenile Court under Welfare and Institutions Code, Sections 300(a), (b), (c), (d), (e), (f), (g), (h), (i), and (j). DCFS supervises Dependent Children.
- 2.24 “Deputy Probation Officer” or “DPO” - An employee of the Probation Department who provides direct supervision of youth on formal probation.
- 2.25 “Developmental Disability” – A disability which originates before an individual attains age 18, continues, or can be expected to continue indefinitely, and constitutes a substantial disability for that individual. This term shall include mental retardation, cerebral palsy, epilepsy, and autism. This term shall also include disabling conditions found to be closely related to mental retardation or to require treatment similar to that required for individuals with mental retardation, but shall not include other handicapping conditions that are solely physical in nature (Welfare and Institutions Code, Section 4512(a).
- 2.26 “Director” - means COUNTY’s Director of Children and Family Services or his or her authorized designee.
- 2.27 “Do Not Refer Status” or “DNR Status” –means all new referrals to CONTRACTOR are suspended, as further discussed in Part I, Section 16.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, Sub-section 16.3, Do Not Refer Status and Exhibit N, DCFS/Probation Foster Care Placement Contract Investigation/Monitoring/Audit Remedies and Procedures Agreement.
- 2.28 “Do Not Use Status” or “DNU Status” – means all new referrals to CONTRACTOR are suspended, and all Placed Children are removed from CONTRACTOR’s facility(ies), as further discussed in Part I, Section 16.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, Sub-section 16.4, Do Not Use Status and Exhibit N, DCFS/Probation Foster Care Placement Contract Investigation/Monitoring/Audit Remedies and Procedures Agreement.
- 2.29 “Emancipation” – means successful passage of foster youth to adulthood, including becoming a responsible and contributing member of the Community.

- 2.30 “Emancipation Planning” – means 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.
- 2.31 “Excess Payment” or “Payment Error” refers to any payment that is not an “Overpayment” as defined in this section, but which the Contractor received and was not entitled to and therefore that the CONTRACTOR must return to the COUNTY.
- 2.32 “Expended Funds” or “Expended” or “Expenditures” – means AFDC-FC funds, received through this Contract that are subsequently spent by CONTRACTOR for the care and Services of Placed Children. Expended funds must be reasonable and allowable in accordance with Part I, Section 25.0 Use of Funds, Sub-section 25.3 of this Contract.
- 2.33 “Federal Tax Exempt Status” – means the status of organization or agency that is exempt from Federal income tax under Section 501-(c)-(3) of the Internal Revenue Code.
- 2.34 “Fiscal Year(s)” - means the twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.35 “Foster Care Funding and Rates Bureau” – means the Division of the California Department of Social Services that establishes Aid to Families with Dependent Children-Foster Care (AFDC-FC).
- 2.36 “Foster Care Payment Hotline” – means a telephone number that CONTRACTOR may call under circumstances described in this Contract (i.e., within 24 hours of child leaving the agency) or may call to request payment or Medi-Cal information. The Foster Care Payment Hotline Number is (800) 697-4444.
- 2.37 “Foster Family Agency”- means any public agency or private organization engaged in the recruiting, approving, training of, and providing professional support to Resource Families who provide out-of-home care in a family home setting for the placement of children/youth, pregnant and parenting teens with children, and Non Minor Dependents (NMDs) who are supervised by DCFS and Probation and in need of care. FFAs will coordinate with DCFS and Probation Department to find homes and provide services and supports to Resource Families and to the placed children to the extent possible and authorized by local, state and federal law.
- 2.38 “Foster Family Agency Program Rates” – means the service rate levels payable to FFAs, as periodically established by the Department of Social Services, Foster Care Funding and Rates Bureau.

- 2.39 “Health and Education Passport” or “Black Binder (DCFS)” means the Health and Education Passport that is the summary of the health (including dental and mental health information) and educational information required by Welfare and Institutions Code Section 16010 (Exhibit A-1) that is to follow the child to all foster placements. DCFS created 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).
- 2.40 “Hold Status” – means a temporary suspension of referrals of children to CONTRACTOR by placing CONTRACTOR on Hold Status for up to a 45-Day period at any time during investigations, as further defined in Part I, Section 16.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, Sub-section 16.2 of this Contract and Exhibit N, DCFS Foster Care Placement Contract Investigation/Monitoring/Audit Remedies and Procedures Agreement.
- 2.41 “Independent Living Program” or “ILP” – means the program authorized under 42 U.S.C. 677 of the Social Security Act for services and activities to assist/prepare Placed Children age 14 or older to make the transition from out-of-home care to independent living. Youths receiving family reunification and permanent placement services, and those in out-of-home care are eligible. Youths receiving emergency response and family maintenance services and those in psychiatric hospitals are not eligible for the program. DCFS and Probation may also provide ILP services to former foster youths up to age 21. ILP is a major component of Emancipation Planning.
- 2.42 Integrated Core Practice Model (ICPM) – means a set of practices and principles for child/youth/NMD served by both the child welfare and mental health system. The framework for ICPM is a shared set of practice principles to be used when providing services to the member of the Katie A. Class including members of the Katie A. subclass. The values and principles are summarized in the Treatment Foster Care Program Manual.
- 2.43 “Intensive Services Foster Care Foster Family Agency” or “ISFC FFA” – means any foster family agency that provides therapeutic services to children who reside in the foster family agency’s resource family homes. The services may include, but not limited to, education and mental health services, sexual or physical abuse counseling, alcohol or drug abuse counseling and vocational training.



- 2.44 "Interagency Placement Committee" – means a group led by the Department of Mental Health (DMH) who in conjunction with representatives from the Departments of Children and Family Services and Probation Department pursuant to WIC Sections 4096(c) and 11462.01(d)-(h) creates a committee that determines placement of child/youth/NMD when considering STRTP or ISFC placement. Membership includes the county placement agency (DCFS and/or Probation) and a licensed mental health professional from the county Department of Mental Health.
- 2.45 "Manual of Policies and Procedures" – Refers to the manual promulgated by the California Department of Social Services.
- 2.46 "Multi-disciplinary Team" or "MDT" – means a group of health care providers and other professionals, including physicians, pediatricians, psychologists, clinical social worker, licensed vocational nurses, pediatric nurse practitioner, occupational therapist, and home visitor housed at the entry point to the Protective Services Child Health (PSCH) system who will jointly assess and develop a child health plan for each referred child (in conjunction with the CSW, a PHN, and, as appropriate, the child's primary caregivers).
- 2.47 "Needs and Services Plan" – means a comprehensive, individualized, time limited, goal oriented plan, developed and implemented by CONTRACTOR identifying the specific needs of an individual Placed Child, including, but not limited to, those items specified in Title 22, Division 6, Chapter 5, Section 87068.2 and 87068.22, that delineates those Services necessary in order to meet the Placed Child's identified needs.
- 2.48 "Overpayment" – AFDC-FC Overpayments are those payments defined and governed by the State Manual of Policies and Procedures (MPP) 45-304.1.11 as follows: "any amount of aid paid which a foster care service provider received on behalf of a child to which the provider was not entitled."
- 2.49 "Placed Child" or "Placed Children" – means any child or children placed by COUNTY receiving Services from CONTRACTOR pursuant to this Contract.
- 2.50 "Pool Rate" – means the rate of interest to be charged as determined by COUNTY's Auditor-Controller.
- 2.51 "Probation" – means the COUNTY's Probation Department
- 2.52 "Probation Children" – A Child who is a ward of the Delinquency Juvenile Court under Welfare and Institutions Code, Section 601(a) or (b) or Section 602(a) or (b). Probation supervises Probation Children.
- 2.53 "Program" - means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work.

- 2.54 “Program Statement” – means a comprehensive description of the foster care/foster family agency’s program in effect during the term of this Contract.
- 2.55 “Real property” – means land and anything growing on, attached to, or erected on it.
- 2.56 “Resource Foster Parent” – means the adult(s) residing in the home approved by a FFA to provide care and supervision to children.
- 2.57 “Resource Family” – means an individual or family that has successfully met both the home environment assessment and the permanency assessment criteria, as set forth in Section 16519.5 of the Welfare and Institutions Code, necessary for providing care for a child placed by a public or private child placement agency by court order, or voluntarily placed by a parent or legal guardian.
- 2.58 “Resource Family Approval Certificate” (LIC-05A an equivalent certificate) – means a document issued by the Foster Family Agency (FFA), which approves a Resource Family Home to care for children placed by a Child Welfare or Probation Agency to the extent possible and authorized by local, state and federal law. The certificate shall contain the following: (1) The name of the foster family agency; (2) Licensing Facility License Number; (3) The name(s) of the Resource Family; (4) The date of approval; (5) The capacity for which the Resource Family is approved; and (6) If applicable, any conditions placed on the approval pursuant to Section 88331.7(c).
- 2.59 “Seriously Emotionally Disturbed” – is defined by Welfare and Institutions Code, Section 5600.3(a)(2) as a minor under the age of 18 years who has a mental disorder as identified in the most recent edition of the Diagnostic and Statistical Manual of mental disorders, other than a primary substance use disorder or developmental disorder, which results in behavior inappropriate to the child’s age according to expected developmental norms. Members of this target demographic shall meet one or more of the following criteria:
- 2.59.1 As a result of the mental disorder, the child has substantial impairment in at least two of the following areas: self-care, school functioning, family relationships, or ability to function in the Community, and either of the following occur:
- 2.59.1.1 The child is at risk of removal from home or has already been removed from the home; or
- 2.59.1.2 The mental disorder and impairments have been present for more than six months or are likely to continue for more than one year without treatment;

- 2.59.2 The child displays one of the following: psychotic features, risk of suicide or risk of violence due to a mental disorder; and
- 2.59.3 The child has been assessed pursuant to Article 2 (commencing with Section 56320) of Chapter 4 of Part 30 of Division 4 of Title 2 of the Education Code and determined to have an emotional disturbance, as defined in paragraph (4) of subdivision (c) of Section 300.8 of Title 34 of the Code of Federal Regulations.
- 2.60 “Severely Emotionally Disturbed/Severe Emotional Disorder” – Refers to a complex of emotional and behavioral problems that are slightly less profound in either degree or extent than the “Seriously Emotionally Disturbed”.
- 2.61 “Service(s)”- means CONTRACTOR’s obligations under the Contract, including but not limited to the basic needs CONTRACTOR agrees to meet for each Placed Child as outlined in this Contract, the Statement of Work, the California Department of Social Services Regulations, and CONTRACTOR's Plan of Operations and Program Statement.
- 2.62 “Core Practice Model (CPM)” – means a process that is family centered, solution focused, trauma responsive, strength-based, team driven, and improves outcomes for children and families prioritizes child safety by enabling stronger teamwork with children and families, grounded in strong community support through Engagement, Teaming, Assessment and Understanding, and Tracking and Adapting.
- 2.63 “State” – means the State of California.
- 2.64 “Subcontract” – means a contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.
- 2.65 “Subcontractor” – means an organization or individual that enters into an Contract 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.
- 2.66 “Team Decision Making” or “TDM” – is a process utilizing a multi-disciplinary assessment and team approach in working with children and their families.
- 2.67 “Title 22” – means the California Code of Regulations for community care facilities including group homes.
- 2.68 “Un-Expended Funds” or “Un-Expended” – Means AFDC-FC funds, received through this Contract, which are retained and not spent by

CONTRACTOR. (See Part I, Section 25.0 Use of Funds, Sub-section 25.6 of this Contract.)

- 2.69 “Youth Development Services” - includes but is not limited to: plans for emancipating youth, vocational training, work experience and educational opportunities.

### **3.0 TERM**

- 3.1 The term of this Contract shall be \_\_\_ months, commencing after execution by the Director of DCFS and Probation’s Chief Probation Officer, through June 30, 2020 unless terminated earlier or extended, in whole or in part, as provided in this Contract
- 3.2 The COUNTY shall have the sole option to extend the Contract term for up to two (2) additional 12-month periods and one (1) additional 18-month period through December 31, 2023, for a maximum total Contract term of five (5) years. Each such option and extension shall be exercised at the discretion of the Director of DCFS and the Chief Probation Officer; and extended by the Director of DCFS by written notice to the CONTRACTOR thirty (30) days prior to the expiration of the Contract term provided that approval of County Counsel is obtained prior to any such extension.
- 3.3 The term this Contract may also be extended by the Director of DCFS by written notice to the CONTRACTOR thirty (30) days prior to the expiration of the Contract term, after County Counsel approval, for a period not to exceed six (6) months beyond the expiration of the then Contract term, if such additional time is necessary to complete the negotiation or solicitation of a new Contract

### **4.0 PAYMENT RATE**

- 4.1 COUNTY and CONTRACTOR agree that payments referenced in this Contract are based on rates established by California DSS Foster Care Funding and Rates Bureau. During the term of this Contract, COUNTY shall compensate CONTRACTOR for the Services set forth in this Contract and in the Statement of Work (Exhibit A), for each Placed Child at the Intensive Services Foster Care Foster Family Agency Program Rates, as further described in Part I, Section 7.0, Invoices and Payments.
- 4.2 CONTRACTOR shall submit to COUNTY a current budget for the work to be performed under this Contract. 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 State of California Department of Social Services FCR-12 FFA. 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.

#### 4.3 Services and Rates

Payment to cover the costs of the care and supervision provided to foster teens and their non-dependent child(ren) placed in Whole Family Foster Homes will be higher than payment for FFA Homes that are not approved as Whole Family Foster Homes. The infant supplement rate paid for a non-dependent child placed with the minor dependent parent in a Whole Family Foster Home (WFFH) will be increased to the equivalent of the County's basic AFDC-FC rate for the age of the child. Additionally, the infant supplement payment in a WFFH where the caregiver and the minor dependent parent have developed a Shared Responsibility Plan (SRP) in collaboration with the county social worker shall be enhanced by an additional infant supplement payment of \$200. (If placement involves more than one non-dependent child, a SRP must be developed for each child to obtain the additional infant supplement payment for each child.) CONTRACTOR shall pass on to the resource foster parent the additional infant supplement payment to care for a nondependent child placed with the minor dependent parent in an approved home, where the resource foster parent and the minor dependent parent have a SRP.

### 5.0 GENERAL INSURANCE REQUIREMENTS

Without limiting CONTRACTOR's and COUNTY's mutual indemnification, and during the term of this Contract, CONTRACTOR shall provide and maintain, and shall require of all of its Subcontractors (except as noted in Part I, Section 6.0 Insurance Coverage Requirements, Sub-section 6.1) to maintain, the following programs of insurance specified in this Contract. 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.

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

County of Los Angeles  
Department of Children and Family Services

Attention: Contracts Administration Division  
425 Shatto Place, Room 400  
Los Angeles, CA 90020

Prior to commencing Services under this Contract, such certificates or other evidence shall:

- 5.1.1 Specifically identify this Contract.
  - 5.1.2 Clearly evidence all coverages required in this Contract.
  - 5.1.3 Contain a provision that COUNTY shall receive, written notice of cancellation or any change in required insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to COUNTY at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in required insurance may constitute a material breach of the Contract, in the sole discretion of the COUNTY, upon which COUNTY may suspend or terminate this Contract.
  - 5.1.4 Include copies of the additional insured endorsement to the CONTRACTOR's general liability, professional liability, and Sexual misconduct liability policies, adding the County, its Special Districts, elected and appointed officers, employees, agents and volunteers as insured for all activities arising from this Contract.
  - 5.1.5 Waiver of Subrogation: To the fullest extent permitted by law, the CONTRACTOR hereby waives its rights and its insurer(s)' rights of recovery against COUNTY under all the Required Insurance for any loss arising from or relating to this Contract. The CONTRACTOR shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.
- 5.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY. Such approval will not be unreasonably withheld.
  - 5.3 Failure to Maintain Insurance: CONTRACTOR's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which COUNTY immediately may withhold payments due to CONTRACTOR, and/or suspend or terminate this Contract. COUNTY at its sole discretion may obtain damages from CONTRACTOR resulting from said breach. Alternatively, the COUNTY may, upon notice to the

Contractor, purchase the Required Insurance, deduct the premium cost from sums due to CONTRACTOR or pursue CONTRACTOR reimbursement.

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

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

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

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

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

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

5.6 Insurance Coverage Requirements for Subcontractors: CONTRACTOR shall ensure any and all Subcontractors performing services under this Contract, consistent with Part I, Section 6.0 Insurance Coverage Requirements, Sub-section 6.1, meet the insurance requirements of this Contract by either:

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

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

## **6.0 INSURANCE COVERAGE REQUIREMENTS**

6.1 General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits equal to the maximum allowed under contractor's policy, or the following, whichever is greater:

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.

- 6.2 Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all “owned,” “hired” and “non-owned” vehicles, or coverage for “any auto.”
- 6.3 Workers’ Compensation and Employer’s Liability insurance providing workers’ compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible.

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

- 6.4 Professional Liability: Insurance covering Contractor’s liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement’s expiration, termination or cancellation.
- 6.5 For ISFC FFAs on COUNTY owned property:
  - 6.5.1 Property Coverage: Such an insurance shall be endorsed naming the COUNTY of Los Angeles as loss payee, provide deductibles of no greater than 5% of the property value.
- 6.6 Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of sexual nature.



## 7.0 INVOICES AND PAYMENTS

- 7.1 The CONTRACTOR shall maintain Foster Care Funding and Rates Bureau (FCFRB) ISFC FFA rates. A copy of the current rate letter shall be included as Exhibit A-15 in this Contract. COUNTY shall pay CONTRACTOR for each Placed Child the monthly Intensive Services Foster Care 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. COUNTY requires CONTRACTOR to provide a voucher as a condition of payment pursuant to MPP 45-303.1 through 45-303.5. Failure to provide the voucher by the deadline set forth in the voucher statement, along with any information required, may result in delay of payment no later than fifteen (15) Days after the voucher information is submitted to COUNTY by CONTRACTOR. Failure to provide the required information may result in COUNTY not making payment.

Vouchers for DCFS shall be sent to:

County of Los Angeles  
Department of Children and Family Services  
Attention: Revenue Enhancement Division  
Vendor Voucher Validation Unit  
P.O. Box 368  
Glendora, CA 91740-0368

- 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 an email confirmation from the County Worker. 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. COUNTY has the right to delay payment or not make payment, per MPP 45-303.2 through 45.303.5, inclusive, and condition CONTRACTOR'S payments on timely return of a voucher and the provision of requested information, by a date certain. Requested information can include, but not be limited to, reports that the child received care for the full month, date the child left placement, reason the child left placement and/or the number of days in the month the provider cared for the child. Delay in providing this information as set forth in Part I, Section 7.3, may result in delay of payment, not to exceed fifteen (15) Days from the date after the information is submitted to COUNTY, including relevant verifications, upon COUNTY request. The failure to provide required confirmation may result in COUNTY not making payment.

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 G) and emailing it to [cov71@dcfs.lacounty.gov](mailto:cov71@dcfs.lacounty.gov). 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. Interest charges pertaining to notification of incorrect specified payments, which are defined as Overpayments will be governed by MPP 45-305.3.33 and 45-306 inclusive. Interest on defined Overpayments shall be collected and interest assessed as set forth in MPP 45-305.3.34 and MPP 11-402.66 inclusive, and any other related State regulations pertaining to the application of interest for Overpayments.

(Business Information Systems Division (BIS) is currently in the process of modifying The Foster Care Search System (FCSS) to allow Foster Care Services Contractors and non-contracted Foster Care Providers (FFA, STRTP, and ISFC-FFA) to submit their Foster Care payment discrepancies online).

- 7.6 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.

- 7.7 If COUNTY identifies an Overpayment, governed by MPP 45-304 through 45-306 and 11-404, inclusive, COUNTY will comply with MPP 45-304.1.122 and 126. COUNTY will provide CONTRACTOR with State Form Notice of Action 1261 as required by MPP 45-305.1 and a voluntary repayment agreement for the overpaid amount identified by CONTRACTOR. The repayment agreement will be in compliance with MPP 45-305.2.231 (a) – (d).
- 7.8 In addition to the requirements in Exhibit A, Statement of Work, Part D, Service Task to Achieve Performance Outcome Goals, Section 4.0 Discharge Planning, Sub-section 4.6 Prior to discharging a placed ISFC Child/Youth/NMD. CONTRACTOR shall notify DCFS Foster Care Hotline at (800) 697-4444 or Probation Placement Administrative Services' (PAS) Officer of the Day at (323) 730-4454 within 24 hours whenever a Placed Child is moved from one site/home to another or a child leaves the CONTRACTOR's program.
- 7.9 Excess Payments
- 7.9.1 In the event that COUNTY identifies an excess payment made to CONTRACTOR including but not limited to excess payments for clothing allowance, and/or any other excess funds issued by COUNTY on behalf of Placed Children during the term or within five (5) years after expiration of this Contract or Contract extension, COUNTY will notify CONTRACTOR of such in writing. Upon receipt of such notice, CONTRACTOR and COUNTY shall attempt to resolve the discrepancy within thirty (30) Days. Within thirty (30) Days after the date of receipt of such notice, CONTRACTOR shall return the excess payment to COUNTY, execute a Contract to pay within another mutually agreed upon time frame, or register a notice of dispute with accompanying documentation to:
- County of Los Angeles  
Department of Children and Family Services  
Administrative Services Manager III  
Fiscal Operations Division  
Special Payments Section  
425 Shatto Place, Room 301  
Los Angeles, CA 90020
- 7.9.2 In the event CONTRACTOR identifies an excess payment made by COUNTY, CONTRACTOR will notify COUNTY and, upon written confirmation by COUNTY of excess payment amount, CONTRACTOR will return all excess payments within thirty (30) Days to the address above (Exhibit H, Overpayments).

- 7.9.3 In the event CONTRACTOR does not return payment, or enter into an agreement for payment on a mutually agreed upon time-frame within thirty (30) Days of resolution of payment discrepancy or register a dispute within thirty (30) Days of overpayment notice, COUNTY may place CONTRACTOR on DNR Status pursuant to Part I, Section 16.0, Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan.
- 7.9.4 If CONTRACTOR registers a notice of dispute pursuant to this Section, Sub-section 7.8, the Division Chief will evaluate the adequacy of the CONTRACTOR's written response. Within 25 calendar days of DCFS' receipt of CONTRACTOR's written response, DCFS will provide CONTRACTOR with DCFS' written response, which sets forth the required DCFS CAP. Should CONTRACTOR disagree with the contents of the CAP, CONTRACTOR shall submit a response to the DCFS CAP within 15 business days to DCFS Fiscal Monitoring Section. DCFS will review the CONTRACTOR's response to the DCFS CAP and issue a final required DCFS CAP within 5 calendar days. Should CONTRACTOR not comply with the Corrective Action Plan, DCFS may, in its sole discretion, exercise any and all remedies, including but not limited to placement of CONTRACTOR on Do Not Refer or Do Not Use Status.
- 7.9.5 Except as limited in Part I, Section 7.0 - Invoices and Payments, Sub-sections 7.9.4, 7.10 and 20.8, CONTRACTOR may appeal the final decision pursuant to Part I, Section 20.0 Dispute Resolution Procedures.

## 7.10 Overpayments

- 7.10.1 In the event that COUNTY or CONTRACTOR discovers a payment made to CONTRACTOR which can be defined as an Overpayment, including but not limited to vouchers setting forth dates a child was not in placement but for which CONTRACTOR was paid during the term or discovered within five (5) years after expiration of the contract or contract extension, COUNTY, after review of MPP 45-304.1.126 and 45-304.4, will issue CONTRACTOR a written State Form Notice of Action 1261 on collectible amount.
- 7.10.1.1 Thereafter, CONTRACTOR and COUNTY shall attempt to resolve the Overpayment prior to any informal or formal action taken by CONTRACTOR. If resolved voluntarily in favor of COUNTY, CONTRACTOR'S voluntary agreement to repay shall be in compliance with MPP 45-305.2.21 through 45-305.23.231 (a)-(b).

- 7.10.1.2 If not resolved voluntarily, COUNTY may institute involuntary collection remedies pursuant to MPP 45-305.3 and Overpayment recoupment actions required by MPP 45-304.3.
  - 7.10.1.3 CONTRACTOR may request an informal hearing, a State fair hearing, or both, as provided pursuant to MPP 45-306.1 through .3, inclusive.
  - 7.10.1.4 CONTRACTOR shall have thirty (30) Days from the date COUNTY mails the State Form Notice of Action 1261 to request the informal hearing. If the informal hearing is requested, COUNTY will conduct an informal hearing in accordance with the procedures set forth in MPP 45-306.1 through .2, inclusive.
  - 7.10.1.5 CONTRACTOR, if forgoing an informal hearing, must request the State fair hearing within ninety (90) days from the date COUNTY mailed the State Form Notice of Action 1261.
  - 7.10.1.6 If CONTRACTOR has requested an informal hearing and desires a State Fair Hearing, CONTRACTOR must request the State fair hearing within ninety (90) Days of the date that a written decision letter for the informal hearing is mailed that CONTRACTOR withdraws their request for an informal hearing, or that CONTRACTOR does not appear at the informal hearing, whichever is earlier.
  - 7.10.1.7 Once due process has expired or administrative remedies are exhausted in favor of COUNTY, COUNTY may seek additional recourse for collection in compliance with MPP 45-304 through 45-306, inclusive, including interest and other remedies as set forth in the CONTRACT, by and between COUNTY and CONTRACTOR.
- 7.10.2 In the event CONTRACTOR does not return an Overpayment, governed by MPP 45-304 through 45-306 either under the terms of a voluntary agreement pursuant to MPP 45-305.2.23 -45-305.2.24 or 45-304.124 or under the terms of an involuntary repayment agreement after exhaustion of due process pursuant to MPP 45-304 through 45-306 and 11-402.66, inclusive, in favor of the COUNTY, COUNTY may place a DNR/DNU/HOLD under Section 17.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan. County shall provide a written notice of its intention to place

CONTRACTOR on a Do Not Refer Status at least fifteen (15) days in advance.

- 7.10.3 In matters involving overpayments, governed by MPP 45-304 through 45-306 and if the amount is determined collectible, CONTRACTOR will have thirty (30) days from the date of COUNTY'S mailing of a State Form Notice of Action 1261, to request an informal hearing. The informal hearing process, if elected by CONTRACTOR, will be compliant with hearing procedures set forth in MPP 45-306.1 through 45-306.3. CONTRACTOR may, at its election, forgo an informal hearing and request a State fair hearing within ninety (90) days from the date of COUNTY'S mailing of State Form Notice of Action 1261.
- 7.10.4 CONTRACTOR must comply with the required time periods to request a formal or informal hearing. Contractors' failure to timely request a formal or informal hearing as set forth in MPP 45-306.1 through 45-306.3 will result in the collection by COUNTY pursuant to MPP 45-304 through 45-305 and 11-402.66.
- 7.11 For overpayments governed by MPP 45-304 through 45-306 CONTRACTOR shall submit payment after exhaustion of due process in favor of COUNTY, and which results in identification of the Overpayment, as defined in MPP 45-304.5.52, CONTRACTOR shall submit re-payment in conformity with the priority of repayment, including lump sum repayment, voluntary repayment terms or involuntary repayment terms, as set forth in MPP 45-305.2 and 45-305.3, inclusive, including referenced directions on methods of voluntary and involuntary collection and interest collection. Further, COUNTY may employ and implement CONTRACT actions as set forth in Part I, Sections 17.0 and 21.0 of this Contract.
- 7.12 With regard to overpayments, COUNTY shall be entitled to pre-judgment interest at the highest rate permitted by governing MPP 45-305.3.331 (a) and (b), MPP 45-305.3.332, MPP 45-305.3.34, or by any other applicable law. With regard to underpayments, CONTRACTOR shall be entitled to pre-judgment interest at the highest rate permitted by law.
- 7.13 Provided that COUNTY shall remove all Placed Children on or prior to the expiration or other termination of this Contract, CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for Services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract. Notwithstanding the foregoing, if COUNTY does not remove a Placed Child

from a Resource Family Home following termination of this Contract, COUNTY will pay based upon the Foster Family Agency Program Rates.

7.14 All notices will be sent in accordance with FFA contract Part I, Unique Terms and Conditions, Section 9.0 Notices.

7.15 Method of Payment and Required Information

7.15.1 The County may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment for any amounts due for goods and/or services provided under an agreement or contract with the County. Proposers/Contractors further agree that the default form of payment shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

7.15.2 Upon contract award and at the request of the A-C and/or the contracting department, the Contractor shall provide the A-C with electronic banking and related information for the Contractor and/or any other payee that the Contractor designates to receive payment pursuant to this agreement or contract. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number or TIN, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

7.15.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments. Upon contract award or at any time during the duration of the agreement or contract, a contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

## **8.0 BACKGROUND AND SECURITY INVESTIGATIONS**

8.1 For the safety and welfare of the children to be served under this Contract, CONTRACTOR shall, as permitted by law, ensure that its staff, employees, independent contractors, volunteers or subcontractors who may come in contact with children in the course of their work, undergo and pass a background investigation to the satisfaction of COUNTY as a condition of

beginning and continuing to work under this contract. Such background investigation may include, but shall not be limited to criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the CONTRACTOR, regardless if the member of CONTRACTOR's staff passes or fails the backgrounds investigation.

- 8.2 If a member of CONTRACTOR's staff does not pass the background investigation, COUNTY may request that the member of CONTRACTOR's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. COUNTY will not provide to CONTRACTOR or to CONTRACTOR's staff any information obtained through the COUNTY's background investigation.
- 8.3 Disqualification of any member of CONTRACTOR's staff pursuant to this Sub-section shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 8.4 CONTRACTOR shall immediately notify COUNTY 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 children while providing services under this Contract when such information becomes known to CONTRACTOR.
- 8.5 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

## **9.0 NOTICES**

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



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

AND

Probation Department  
Placement Permanency & Quality Assurance  
Intensive Services Foster Care Foster Family Agency  
Monitoring/Investigations  
11701 South Alameda Street, 2<sup>nd</sup> Floor  
Lynwood, CA 90262

Unless otherwise specifically provided in this Contract, all notices to CONTRACTOR shall be given in writing, by enclosing the same in a sealed envelope addressed to the intended party and by depositing such envelope with postage prepaid in the United States post Office or any substation or public letterbox. All notices to CONTRACTOR shall be sent to CONTRACTOR as indicated on Exhibit V, Contractor's Administration, or such other person and/or location as may hereinafter be designated in writing by CONTRACTOR.

- 9.2 All notifications from COUNTY enclosing an amendment or new or revised policy, procedure, protocol or exhibit to this Contract shall be sent by Mail.
- 9.3 All written notification from COUNTY regarding Corrective Action Plan, Hold, "Do Not Refer" or "Do Not Use" status shall be sent by Electronic Mail and United States Postal Service (USPS) Mail.

## **10.0 CONFIDENTIALITY**

- 10.1 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 and Probation policies in effect and applicable State and federal law. The Juvenile Court has exclusive jurisdiction over juvenile records, documents and case information as well as the responsibility to maintain their confidentiality and the confidentiality of dependent children. A child under DCFS' or Probation's supervision may not be videotaped, photographed, voice recorded or interviewed, for media, research or other purposes, unless the Juvenile Court has issued an order permitting such access. Anyone requesting to review a Placed Child's case records, interview a Placed Child

for research or media purposes, or photograph or videotape a Placed Child, must obtain written approval in accordance with Juvenile Court policy as described in Los Angeles Superior Court, Local Rules, Chapter 17, Juvenile Division, Dependency Proceedings, effective May 1, 1999. CONTRACTOR agrees to maintain the confidentiality of its records and conform to existing orders of the Juvenile Court and policies promulgated by state and federal laws and COUNTY Policies regarding the Placed Child's confidentiality.

- 10.2 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.
- 10.3 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 Resource Foster Parents providing services and care hereunder of the confidentiality provisions of this Contract. All Resource Foster Parents, and all employees of CONTRACTOR who have access to confidential records and data must sign and adhere to the attached "Contractor Employee Acknowledgment and Confidentiality Agreement Form" (Exhibit D-1) and/or the "Resource Foster Parent Acknowledgment and Confidentiality Agreement" (Exhibit D-4).
- 10.4 FFA CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit D-4, "Resource Foster Parent Acknowledgment and Confidentiality Agreement." CONTRACTOR shall maintain in its files copies of such executed Agreements.
- 10.5 To the extent that CONTRACTOR, or any of its employees, affiliates or Subcontractors, is a "covered entity" under the Federal Health Insurance Portability and Accountability Act (HIPAA), CONTRACTOR and COUNTY agree that CONTRACTOR, or any of its employees, affiliates or Subcontractors, may release "protected health information," as that term is defined by HIPAA, to DCFS, without a signed authorization, for the purpose of coordinating or managing the care of Placed Children.
- 10.6 Confidentiality Requirements for Probation
  - 10.6.1 By State law (California Welfare and Institutions Code § 827 and 828, and Penal Code § 1203.05, and 1203.09 and 11140 through 11144) all juvenile records and Probation case information which is in the CONTRACTOR'S care and possession is confidential and no information relating to any adult or minor is to be in any way released to anyone except those authorized employees of the Los

Angeles COUNTY Probation Department and law enforcement agencies.

10.6.2 Employees of CONTRACTOR shall be given copies of all cited code sections, and a form to sign Exhibit D-3, "Confidentiality of CORI Information", regarding confidentiality of the information in the juvenile records. Copies of the form are to be sent to County Program Manager (Probation) within five (5) business days of start of employment.

## **11.0 COUNTY'S RESPONSIBILITY**

CONTRACTOR's covenants and responsibilities under the Contract shall not be conditional upon COUNTY's performance of the covenants contained in this Section 11.0 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.

- 11.1 COUNTY shall review for CONTRACTOR's Plan of Operations and Program Statement and any Program Statement Amendments during the term of the Agreement. In addition, COUNTY shall have the right to monitor, including but not limited to review and audit CONTRACTOR for compliance with this Agreement, Statement of Work, and all applicable rules and regulations related to ISFC FFAs. 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.
- 11.2 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/Probation policy and court policy for confidentiality. CONTRACTOR shall hold all such information in confidence pursuant to the provisions of Part I, Section 10.0 Confidentiality, in the body of this Contract.
- 11.3 COUNTY shall provide CONTRACTOR with all available information about the Placed Child that may be released in accordance with applicable laws and regulations concerning confidentiality and the release of DCFS or Probation case records to service providers. This information may include court orders, 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 E, Statement of Dangerous Behaviors and CDSS CWS Manual, Section 31-405.

- 11.4 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.
- 11.5 The CSW shall acknowledge that an orientation discussion with the Placed Child and the CSW was completed by signing the LIC 613B (Exhibit A-1.) This orientation includes the items designated in FFA Master SOW, Part C, Section 18.0 Placement Process (Intake/Discharge), Sub-section 18.11 Orientation of Newly Placed Children.
- 11.6 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.
- 11.7 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-1).

The CSWs shall work cooperatively with CONTRACTOR to provide input to and approval of the Needs and Services Plans and updates in accordance with FFA Master SOW, Part C, Program Services, Section 19.0 Needs and Services Plan, Sub-sections 19.1 through 19.3.

- 11.8 The CSWs shall include written reports from CONTRACTOR in the next court report.
- 11.9 The CSW shall provide CONTRACTOR with a copy of each court report to the extent permitted by confidentiality laws.
- 11.10 COUNTY will monitor for CONTRACTOR's compliance with State laws, regulations and policies applicable to the visitation of children in placement.

- 11.11 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.
- 11.12 CSW shall provide CONTRACTOR with a copy of the court authorization for psychotropic medication, when applicable, within one day of initial placement.

## **12.0 DESCRIPTION OF SERVICES**

- 12.1 CONTRACTOR covenants and agrees to provide all Services as described in this Contract and set forth in the Statement of Work (Exhibit A) of this Contract. CONTRACTOR shall provide such Services to each Placed Child in accordance with CONTRACTOR'S Plan of Operations and Program Statement (Exhibit A-13). CONTRACTOR warrants that it possesses the competence, expertise and personnel necessary to provide such Services.
- 12.2 CONTRACTOR has submitted a Plan of Operations and Program Statement to COUNTY in accordance with the Program Statement Guidelines of CCLD. CONTRACTOR's Plan of Operations and 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 Contract will be evaluated in part based on CONTRACTOR's Plan of Operations and Program Statement.
- 12.3 COUNTY may, during the term of this Contract, request that CONTRACTOR make revisions to its Plan of Operations and Program Statement by notifying CONTRACTOR in writing thirty (30) days in advance of any proposed changes. Also, CONTRACTOR shall submit a revised Plan of Operations and Program Statement to COUNTY at any time during the term of this Contract when CONTRACTOR makes changes to the program. COUNTY shall review such Plan of Operations and Program Statement revisions for approval, and once accepted by COUNTY, CONTRACTOR's revised Plan of Operations and Program Statement shall become a part of this Contract as Exhibit A-13 in accordance with Part II, Section 5.0, Changes and Amendments.
- 12.4 Nothing herein establishes a right of CONTRACTOR to the placement of children by COUNTY, or of the continued placement of children by COUNTY.

12.5 Contractor shall allow County Worker to visit, interview, and conduct case planning with youth when necessary.

### **13.0 STATE LICENSE**

13.1 The CONTRACTOR shall maintain an ISFC FFA license issued by the California Department of Social Services, CCL Division, throughout the term of the Contract. A copy of the current license shall be included in the Program Statement.

13.2 The CONTRACTOR shall obtain and maintain a copy of the Resource Family Approval (RFA) Implementation Plan Letter issued by the California Department of Social Services (CDSS) Community Care Licensing Division (CCLD) throughout the term of the Contract. The CONTRACTOR shall submit copy of the RFA Implementation Plan Letter through ePSSS portal.

13.3 The CONTRACTOR shall provide Services pursuant to the approved Plan of Operations and Program Statement. If planning to add additional offices during the term of the Contract, the CONTRACTOR shall notify the COUNTY Program Manager prior to the placement of and/or serving Placed Children from the additional office(s). Contractor's decision to pursue licensing of additional offices from CCLD does not ensure placements from the County.

### **14.0 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 Contract. CONTRACTOR shall not charge or receive fees or payments from any child or his/her family or guardian for children referred to CONTRACTOR pursuant to this Contract who are not accepted for placement.

### **15.0 OTHER SOURCES OF INCOME**

15.1 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  
Attention: Deposit Unit  
425 Shatto Place, Room #204  
Los Angeles, CA 90020

CONTRACTOR shall work with COUNTY to ensure future income payments are paid directly to COUNTY by the payer.

15.2 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.

15.3 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.

**16.0 HOLD STATUS, DO NOT REFER STATUS, DO NOT USE STATUS, CORRECTIVE ACTION PLAN**

COUNTY may, during the normal course of its monitoring or investigation, place CONTRACTOR on Hold Status, Do Not Refer (DNR) Status and/or Do Not Use (DNU) Status, when the COUNTY reasonably believes, in its sole discretion, that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or noncompliance with a significant administrative/fiscal/programmatic requirement of the Contract. The local agency procedures referred to in Sub-sections 16.2, 16.3, and 16.4 below are internal DCFS/Probation 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 Placed Children. A copy of the COUNTY's current policies and procedures is attached herein as Exhibit N, DCFS/Probation Intensive Services Foster Care Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures.

**16.1 Corrective Action Plan (CAP)**

When DCFS/Probation reasonably determines in its sole discretion, that a CONTRACTOR's deficiencies are amenable to correction, DCFS/Probation may require CONTRACTOR to provide a Corrective Action Plan and DCFS/Probation and CONTRACTOR may enter into a Corrective Action Plan. A CAP shall serve as CONTRACTOR's commitment to remedy such deficiencies. The CAP procedures are further discussed in Exhibit N, DCFS/Probation Intensive Services Foster Care Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures.

16.1.1 Notwithstanding the above, Audit Remedies and Procedures which require a CAP to include repayment of Overpayments, governed by MPP 45-304 through 45-306 inclusive, will be included in the CAP after COUNTY's review of MPP 45-304.126, if appropriate. CONTRACTOR will be provided with State Form Notice of Action 1261. The voluntary agreement to repay an Overpayment by CONTRACTOR, set forth in a CAP shall be in compliance with MPP

45-305.2.23. If CONTRACTOR disputes the Overpayment, COUNTY's additional contract remedies available for a CAP including, but not limited to, those remedies described in Part I, Section 16.0 Hold Status, Do Not Refer Status, Do Not Use Status and Corrective Action Plan, if the issue in dispute is solely the repayment of the identified Overpayment, governed by MPP 45-304 through 45-306, inclusive, will be contingent on: a) exhaustion of due process in favor of COUNTY, and CONTRACTOR fails to repay the Overpayment; and/or, b) a voluntary or involuntary agreement to repay the Overpayment exists with COUNTY, and CONTRACTOR fails to repay the Overpayment pursuant to the voluntary or involuntary agreement.

16.1.2 However, when any other additional disputes exist, either solely or in addition to the Overpayment issues, COUNTY may employ the use of contract remedies as described in Part I, Section 16.0 Hold Status, Do Not Refer Status, Do Not Use Status and Corrective Action Plan above, as it pertains to non-Overpayment, regardless of the Overpayment being in dispute and any outstanding due process or administrative remedies which may exist for a disputed Overpayment.

## 16.2 Hold Status

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

16.2.1 Notwithstanding the above, COUNTY may also elect to employ a Hold status (Sub-section 16.2.), unless child safety is at issue, involving Overpayments only after compliance with MPP 45-304 through 45-306 inclusive, under circumstances where CONTRACTOR has failed to repay COUNTY per voluntary agreement (MPP 45-305.2.21 through 45-305.2.24), failed to repay per voluntary agreement pursuant to MPP 45-304.1.124, or failed to



voluntarily repay COUNTY and after exhaustion of due process in COUNTY's favor (MPP 45-304.51 through 45-304.52).

16.2.2 COUNTY retains the right to impose a Hold status on individual resource foster homes at any time during investigations, auditing or monitoring when based on prima facie evidence, DCFS reasonably believes, in its sole discretion, that the resource foster parent has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the resource foster parent in issues of abuse or neglect; there is serious risk of abuse or neglect; or noncompliance with a significant requirement of this Contract for which the resource foster parent(s) failed to ensure protection, care, and safety of placed children.

16.2.2.1 Under warranted circumstances, a Hold Status may be rescinded, on a resource foster parent as provided in Exhibit N, DCFS Intensive Services Foster Care Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures.

### 16.3 Do Not Refer Status

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

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

16.3.1 Notwithstanding the above, COUNTY may also elect to employ a DNR status (Sub-section 16.3), unless child safety is at issue, involving Overpayments only after compliance with MPP 45-304 through 45-306 inclusive, under circumstances where

CONTRACTOR has failed to repay COUNTY per voluntary agreement (MPP 45-305.2.21 through 45-305.2.24), failed to repay per voluntary agreement pursuant to MPP 45-304.1.124, or failed to voluntarily repay COUNTY and after exhaustion of due process in COUNTY's favor (MPP 45-304.51 through 45-304.52).

#### 16.4 Do Not Use Status

Notwithstanding any other provision of this Contract, COUNTY retains the right to remove or cause to be removed any or all Placed Children from the CONTRACTOR's care by placing CONTRACTOR on Do Not Use Status (DNU Status), when COUNTY reasonably believes, in its sole discretion, based upon prima facie evidence that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/programmatic requirement of this Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Sub-section 16.1 above, and as further described in Exhibit N, DCFS/Probation Intensive Services Foster Care Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures.

Under unique, warranted circumstances, a DNU Status may be rescinded, as provided in Exhibit N, DCFS/Probation Intensive Services Foster Care Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures.

16.4.1 Notwithstanding the above, COUNTY may also elect to employ a DNU status (Sub-section 16.4), unless child safety is at issue, involving Overpayments only after compliance with MPP 45-304 through 45-306 inclusive, under circumstances where CONTRACTOR has failed to repay COUNTY per voluntary agreement (MPP 45-305.2.21 through 45-305.2.24), failed to repay per voluntary agreement pursuant to MPP 45-304.1.124, or failed to voluntarily repay COUNTY and after exhaustion of due process in COUNTY's favor (MPP 45-304.51 through 45-304.52).

#### 16.5 Notice Requirements

COUNTY will notify CONTRACTOR in writing within 72 hours of DCFS/Probation's decision to place CONTRACTOR on Hold or intention to implement Do Not Refer or Do Not Use Status. Verbal notification of such actions will be provided prior to or at the time of CONTRACTOR's placement on Hold/DNR/DNU Status to the extent possible. To the extent possible and reasonable, and without interfering with any law enforcement investigation, and consistent with statutes and regulations related to confidentiality laws, notification will include the reason(s) for placing CONTRACTOR on Hold Status, or implementing Do Not Refer or Do Not Use Status.

COUNTY will notify CONTRACTOR in writing 15 days prior to DCFS' intention to place CONTRACTOR on Hold for Administrative reasons (except insurance provisions). COUNTY will notify CONTRACTOR in writing within 72 hours prior to DCFS'/Probation's intention to implement Do Not Refer or Do Not Use Status related to Administrative reasons (except insurance provisions). Verbal notification of such actions will be provided prior to or at the time of CONTRACTORS's placement on Hold/DNR/DNU Status to the extent possible. To the extent possible and reasonable, and without interfering with any law enforcement investigation, and consistent with statutes and regulations related to confidentiality laws, notification will include the reason(s) for placing CONTRACTOR on Hold Status.

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

#### 16.6 Disagreement with Decision

Other than overpayment determinations subject to MPP 45-304 through 45-306 inclusive, CONTRACTOR may challenge the COUNTY action in accordance with DCFS/Probation local agency policies and procedures (please refer to Exhibit N) then in effect, and thereafter, CONTRACTOR may appeal through the dispute resolution procedures described in Part I, Section 20.0 herein.

#### 16.7 Termination Hold Status

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

### **17.0 FINANCIAL REPORTING**

This section may be changed, updated or amended to incorporate The California Department of Social Services (CDSS) Financial reporting and cost reporting forms for Foster Family Agencies as identified in the Interim Licensing Standards or in All County Letters, Information Notices, Foster Care Audits and Rates Letters or other

notices issued by CDSS.

- 17.1 CONTRACTOR shall report annual revenues and expenditures on the Annual Revenue and Expenditure Report (Exhibit C-3). This report will require sign-off, under penalty of perjury, by CONTRACTOR'S Chief Executive Officer, or Chief Financial Officer or CONTRACTOR's Administrator, as defined in the Interim Licensing Standards, Title 22, Division 6, Chapter 8.8, Foster Family Agencies, Articles 9, and Subchapter 1, Section 88264, and as updated by the California Department of Social Services).
- 17.2 The Annual Revenue and Expenditure Report shall be submitted to the County 120 days following the close of the CONTRACTOR's Fiscal Year.
- 17.3 If the Contract starts on a date other than the beginning of the Contractor's Fiscal Year, then the initial report shall be for a period less than twelve (12) months, ending on the last day of the Contractor's fiscal year.
- 17.4 In the event that the Annual Revenue and Expenditure Report is not timely submitted, the COUNTY may take action, pursuant to policies and procedures outlined in Part I, Section 16.0. In the event the "Notice of Intent to Place on Administrative Hold status is implemented, the COUNTY shall notify CONTRACTOR in writing within ten (10) days prior to such status being used
- 17.5 The Contractor's Annual Revenue and Expenditure Report, shall include a copy of the required State of California Department of Social Services Total Program Cost Display (Form FCR 12 FFA).

#### 17.5.1 Submission of IRS and EDD Transcripts

CONTRACTOR shall submit to COUNTY a true and correct and complete copy of its Internal Revenue Service (IRS) and Employment Development Department (EDD) Account Transcripts showing each of its quarterly IRS Form 941 and EDD Form DE-9 filings (hereafter "IRS and EDD Transcripts"). CONTRACTOR shall submit its IRS and EDD Transcripts in a timely fashion, as set forth in this Contract, and time shall be of the essence with regard to the submission of the IRS and EDD Transcripts to the COUNTY.

17.5.1.1 CONTRACTOR shall submit to the COUNTY its IRS and EDD Transcripts which includes its IRS Form 941 and EDD Form DE-9 filings, filed during the first and second quarters of the calendar year, not later than September 30, of the year in which the IRS Form 941 and EDD Form DE-9 were filed.

17.5.1.2 CONTRACTOR shall submit to the COUNTY its IRS and EDD Transcripts which includes its IRS Form 941 and EDD Form DE-9 filings, filed during the third and fourth quarters of the calendar year, not later than March 31, of the year immediately following the year in which the IRS Form 941 and EDD Form DE-9 were filed.

17.5.1.3 In the event CONTRACTOR does not file the IRS Form 941 and EDD Form DE-9 during a quarter, CONTRACTOR shall submit to the COUNTY, in addition to the transcripts identified in 18.5.1.1 and 18.5.1.2, a true and correct copy of its Internal Revenue Service Verification of Nonfiling (“IRS VN”) and Employment Development Department Employer Account Statement (“DE-2176”).

17.5.1.4 CONTRACTOR shall submit its IRS and EDD Transcripts, and any IRS VN and EDD DE-2176 by mail, addressed as set forth below:

Department of Children and Family Services  
Contracts Administration Division  
Compliance Section - Fiscal  
3530 Wilshire Boulevard. 5<sup>th</sup> Floor  
Los Angeles, CA 90010

17.5.1.5 CONTRACTOR and COUNTY agree that each and every IRS and EDD Transcript and IRS VN and EDD DE-2176 submitted to the COUNTY, or which should have been submitted by CONTRACTOR to the COUNTY pursuant to the terms of this Contract, is incorporated by reference into this Contract and the parties shall not assert that any such document constitutes parole evidence.

17.5.1.6 CONTRACTOR and COUNTY agree that the copies of each and every IRS and EDD Transcript and IRS VN and EDD DE-2176 submitted to the COUNTY pursuant to the terms of this Contract shall become the property of the COUNTY.

17.5.1.7 CONTRACTOR understands and acknowledges that COUNTY is subject to the provisions of the California Public Records Act; consequently, every IRS Transcript and EDD Transcript and IRS VN and EDD DE-2176 submitted to the COUNTY pursuant to the terms of this Contract becomes a matter of public record, with the exception of those parts of each submitted document which are specifically identified,

and plainly marked, by the CONTRACTOR, at the time of submission to the COUNTY, as exempt from disclosure pursuant to the provisions of the California Public Records Act. For purposes of this Contract, parts of each submitted document are not specifically identified and plainly marked unless they specifically identify the legal authority and operative facts which exempt the part from disclosure pursuant to the California Public Records Act.

17.5.1.8 CONTRACTOR and COUNTY agree that the COUNTY shall not, in any way, be liable or responsible for the disclosure of any IRS and EDD Transcripts, IRS VN and EDD DE-2176, or any part of any IRS and EDD Transcripts or IRS VN and EDD DE-2176, if disclosure is required or permitted under the California Public Records Act or otherwise by law.

17.5.1.9 CONTRACTOR and COUNTY agree that a blanket statement of exemption, confidentiality or the marking of each page of an IRS Transcript and EDD Transcript or IRS VN and EDD DE-2176 as exempt or confidential shall not be sufficient to exempt the IRS and EDD Transcripts, IRS VN and EDD DE-2176, or any portion thereof, from disclosure by the COUNTY. The CONTRACTOR must specifically label only those portions of the IRS and EDD Transcripts or IRS VN and EDD DE-2176 which are exempt from disclosure pursuant to the California Public Records Act and provide a citation to the legal authorities which render the portion exempt from disclosure.

17.6 The Annual Revenue and Expenditure Report and total program cost display shall be mailed to: (This may be changed to a web portal for electronic submission by the Contractor's)

Department of Children and Family Services  
Contracts Administration Division  
Fiscal Compliance Section  
Attn: Annual Revenue and Expenditure Report  
3530 Wilshire Boulevard. 5<sup>th</sup> Floor  
Los Angeles, CA 90010

All use of funds must be in compliance with 2 Code of Federal Regulations (2 CFR) 1.100 title 1, part 1, section 100 or in 2 CFR Part 200, and as in the California Welfare and Institutions Code and in the current version of the California Manual of Policies and Procedures.

## **18.0 REPORTING REQUIREMENTS**

- 18.1 The CONTRACTOR shall prepare and submit a report in each instance enumerated in Part I, Section 5.0 General Insurance Requirements, Sub-section 5.4, Notification of Incidents, Claims or Suits.
- 18.2 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.
- 18.3 CONTRACTOR shall: (1) maintain copies of the Board of Directors' minutes in a readily accessible location; (2) provide COUNTY with copies of Board of Directors' minutes within 24 hours of request by COUNTY, except when the minutes requested describe a meeting that occurred during the past 45 days; (3) for minutes from a meeting that occurred within 45 days of COUNTY's request, provide the COUNTY with a copy of those minutes within 3 days of the request; and (4) report in writing all changes of membership, and officers of the Board of Directors, to the Program Manager(s) within one week of such changes (whether or not COUNTY requests information on such changes (whether or not COUNTY requests information on such changes).
- 18.4 CONTRACTOR shall report in writing to the Program Manager all administrative changes, including but not limited to: changes to the Board of Directors and its officers within one week of such changes, whether or not COUNTY requests information on such changes; and any changes to CONTRACTOR's name, corporate or facility address, Contact Person(s), or Contractor's Authorized Officials.
- 18.5 CONTRACTOR shall maintain, and provide to the County as requested, an Annual Report listing all Outside Employment Activities Exhibit W, for all Contractor's employees. If Contractor uses independent contractors to provide case management, social work, or any other services to children and families described in this contract, those independent contractors should be included in the Report on Outside Employment Activities. Contractor's employees and Independent contractors shall certify the accuracy of the information provided on the Report on Outside Employment Activities.
  - 18.5.1 Contractor shall maintain, and provide to the County as requested, an Annual Report on Conflict of Interest Exhibit W-1, for all Contractor's Corporate Officers, Board of Director's members, and volunteers. Contractor's Corporate Officers, Board of Director's members, and volunteers shall certify the accuracy of the information provided on the Report on Conflict of Interest.

## **19.0 RECORDS AND INVESTIGATIONS**

- 19.1 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, Chapter 4, Section 83070 and 83070.1 and Chapter 8.8, Sections 88070, 88070.1, 88270 and 88270.1; and the relevant provisions in this Contract, including this Section 19.0, and CONTRACTOR's Plan of Operations and Program Statement (Exhibit A-13). Such records shall include, but not be limited to, placement and termination documents, medical and dental records, a record of court orders allowing psychotropic medication, Placed Children's financial records (clothing, allowances, earnings, medical expenses, etc.), diagnostic evaluations and studies, Placed Child interviews, special incident reports, social worker progress notes (including treatment, school, extracurricular activities at school or in the Community, etc.), and notes on Services provided by the various professional and paraprofessional staff (treatment, recreation, child care, etc.). The records shall be in sufficient detail to permit an evaluation of Services provided. The information in the Placed Child's record, maintained at CONTRACTOR's offices, shall be confidential, kept in a locked file, and made available only to selected staff who require it for needs and Services planning.
- 19.2 CONTRACTOR shall maintain accurate and complete financial records of all its activities and operations relating to this Contract in accordance with generally accepted accounting principles and which meet the requirements for contract accounting described in Auditor-Controller Contract Accounting and Administration Handbooks, Exhibit C-1. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract.
- 19.3 CONTRACTOR shall maintain and retain records on each Resource Family Home and Resource 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.
- 19.4 All records described in Sub-sections 19.1 through 19.3 hereof, supporting documents, statistical records, and all other records pertinent to performance of this Contract, including, but not limited to, all timecards and other employment records and confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County or contiguous county and shall be made available to COUNTY, State or Federal authorities, as provided by applicable law, during the term of this Contract and either for a period of five (5) years after the expiration of the



term of this Contract or for a period of three (3) years from the date of the submission of the final expenditure report, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review, or audit is started, the records shall be retained until all litigation, claims, financial management reviews, or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County or contiguous county, then, at COUNTY's sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section. CONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual, Section 23-353.

- 19.5 COUNTY retains the right to inspect, monitor, and conduct investigations of CONTRACTOR's program/fiscal operations, performance and contract compliance without prior notice to CONTRACTOR seven days a week, 24 hours a day. Unannounced audits, monitoring, interviews with children 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, monitoring, 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, monitor, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Contract. The Auditor-Controller/Department of Children and Family Services/Probation Fiscal Audit Phases, Fiscal Audits of Foster Family Agency Foster Care Services Contractors (Exhibit C-2), details the audit protocols followed by the Auditor-Controller and DCFS/Probation during fiscal audit reviews.
- 19.6 Such program reviews, investigations, and/or audits shall encompass all of CONTRACTOR's financial, program, Resource Foster Parent, Subcontractor, and Placed Children's records related to Services provided under this Contract, and any other financial transactions, as determined necessary by COUNTY to ensure that AFDC-FC funds have been accounted for and Expended in accordance with Part I, Section 25.0, 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 Contract. CONTRACTOR's employee records may be reviewed in accordance with

State and federal labor laws. CONTRACTOR shall enlist the cooperation of all Subcontractors, staff, and Board members in such efforts.

- 19.7 Upon request, CONTRACTOR shall provide COUNTY with photocopies of records and documents, including Placed Children records, Resource 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.
- 19.8 CONTRACTOR shall be responsible for annual or triennial financial audits, as applicable, of its agency and shall require Subcontractors to be responsible for its annual or triennial financial audits, as applicable, when required by any governmental entity (e.g. Federal government, the California Department of Social Services (CDSS), COUNTY) to be conducted by an independent audit firm and in accordance with generally accepted governmental auditing standards. Within thirty (30) days after issuance of the audit reports, CONTRACTOR shall forward copies of such reports to:

Department of Children and Family Services  
Contracts Administration Division  
Attention: ISFC FFA Contract Analyst  
425 Shatto Place, Room 400  
Los Angeles, California 90020

and to:

Attention: Supervising Deputy Probation Officer  
Probation Department  
Placement Permanency & Quality Assurance  
Intensive Services Foster Care Monitoring/Investigations  
11701 South Alameda Street, 2<sup>nd</sup> Floor  
Lynwood, CA 90262

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

#### 19.10 Record Keeping During and After a Disaster

CONTRACTOR shall ensure that all records for placed children/youth are current and accessible to the greatest extent possible at all times, including during and after a disaster(s). This includes, but is not limited to records

related to Health, Medical, Dental, Mental Health, Vision, Education, Job Training, etc.

19.11 Failure on the part of CONTRACTOR to comply with the provisions of this Section shall constitute a material breach of this Contract 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 Part I, Section 16.0, Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan. If CONTRACTOR disagrees that there has been a material breach, CONTRACTOR may exercise its rights consistent with Part I, Section 20.0 Dispute Resolution Procedures of this Contract.

## **20.0 DISPUTE RESOLUTION PROCEDURES**

- 20.1 CONTRACTOR and COUNTY agree to act promptly and diligently to first mutually resolve any disputes, pursuant to procedures set forth in this Contract. All such disputes shall thereafter be subject to the provisions of this Section 20.0.
- 20.2 CONTRACTOR and COUNTY agree that, the existence and details of a dispute notwithstanding, both parties shall continue to perform hereunder, except for any performance which COUNTY determines should not be performed as a result of such dispute consistent with Part I, Section 16.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, of this Contract. COUNTY shall continue to pay sums not in dispute, during any such period of continued performance.
- 20.3 Nothing in this Section 20.0 herein prevents COUNTY or CONTRACTOR from seeking provisional remedies, such as injunction or extraordinary relief such as a writ. If the matter involves an overpayment, CONTRACTOR or COUNTY shall have first implemented the remedies and relief mandated by State regulations.
- 20.4 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.
- 20.5 If the matter involves an overpayment, CONTRACTOR or COUNTY shall have first implemented the remedies and relief mandated by State regulations prior to seeking other forms of relief set forth in Section 20.0. As to any dispute arising out of or relating to this Contract, which is not governed by other statutes or regulations expressly relating hereto, including but not

limited to Overpayments, including the breach, termination or validity thereof, which has not been resolved by the filing of a claim pursuant to Sub-section 20.4 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.

- 20.6 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.
- 20.7 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.
- 20.8 As to any dispute arising out of or relating to this contract which specifically involves an Overpayment, dispute resolution and remedies set forth in the identified MPP are controlling and administrative remedies shall be exhausted by COUNTY and CONTRACTOR prior to any other remedy or resolution being implemented under Part I, Section 20.0 or any other applicable law, statute, or regulation.

## **21.0 INTERPRETATION OF CONTRACT**

### 21.1 Validity

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

### 21.2 Governing Laws, Jurisdiction and Venue

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

### 21.3 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 Contract or stopping COUNTY from enforcing the full provisions thereof.

#### 21.4 Caption Headings

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

### **22.0 CONTRACT ENFORCEMENT, OUT OF HOME CARE MANAGEMENT, MONITORING, AND REVIEW**

- 22.1 The Director shall be responsible for the enforcement of this Contract on behalf of COUNTY and shall be assisted therein by those officers and employees of COUNTY having duties in connection with the administration thereof. 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 Contract.
- 22.2 CONTRACTOR hereby agrees to cooperate with the Director, Program Manager, and any duly authorized County, State or Federal government representative, in the review and monitoring of CONTRACTOR's program, records and procedures, as set forth in Part I, Section 19.0, Records and Investigations.
- 22.3 COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all this Contract's terms and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of this Contract in jeopardy if not corrected may be reported to the Board of Supervisors. The report may include CONTRACTOR's response to these deficiencies and improvement/corrective action measures taken by COUNTY and CONTRACTOR. If improvement does not occur in a manner consistent with such corrective action measures, COUNTY may terminate

this Contract or take action consistent with Part I, Section 16.0, Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan.

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

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

- 23.1 COUNTY's obligation is payable only and solely from funds appropriated for the purpose of this Contract.
- 23.2 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.
- 23.3 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.
- 23.4 In the event 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 Contract. COUNTY's notice to CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) Days of the Board's approval of such actions, unless this Contract is terminated for convenience.

### **24.0 TERMINATION OF CONTRACT BY CONTRACTOR FOR CONVENIENCE**

- 24.1 This Contract may be terminated when such action is deemed by CONTRACTOR to be in its best interest. Termination of this Contract shall be effective by the delivery to COUNTY of written notice of termination pursuant to Part I, Section 9.0, Notices, specifying the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ninety (90) Days after the notice is

sent, unless COUNTY notices CONTRACTOR, pursuant to Part I, Section 9.0, Notices, that the termination will be effective in thirty (30) Days. In the event of a breach by COUNTY under this Contract, CONTRACTOR shall have all remedies available at law, subject to the terms of Part I, Section 20.0, Dispute Resolution Procedures.

24.2 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 Contract for any terminated Services, provided that such amounts may be offset against any amounts COUNTY claims are due from CONTRACTOR pursuant to the terms of this Contract.

24.3 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.

## **25.0 USE OF FUNDS**

25.1 CONTRACTOR shall be organized and operated as a Federal Tax Exempt and non-profit corporation throughout the term of this Contract and conduct itself in accordance with all accounting and operating requirements of such status.

25.2 CONTRACTOR shall use AFDC-FC funds paid to and Expended by CONTRACTOR only for the placement, 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, and including expenditures consistent with MPP 11-404. By August 1 of each year, CONTRACTOR shall submit to COUNTY a cost allocation plan, which provides for the reasonable allocation of CONTRACTOR's Expenditures for the then current fiscal year. CONTRACTOR's cost allocation plan shall be developed in accordance with the principles included in OMB Title 2 of the CFR (Exhibit C) or any publication that supersedes these OMB circulars and the Auditor-Controller Contract Accounting and Administration Handbook Handbooks, Exhibit C-1.

- 25.3 CONTRACTOR shall expend foster care funds on reasonable and allowable Expenditures in providing the necessary placement, care and Services, as specified in this Contract, for children placed by COUNTY. The determination of reasonable and allowable Expenditures shall be in accordance with OMB Title 2 of the CFR (Exhibit C) or any publication that supersedes these OMB circulars. and Auditor-Controller Contract Accounting Administration Handbooks, Exhibit C-1; Manual of Policies and Procedures Sections 11-400, 11-402, 11-403, 11-404, and 11-420; and 45 CFR 74.27. Any AFDC-FC funds un-Expended in accordance with the above will be disallowed on monitoring/audit, and will require repayment by CONTRACTOR. Any dispute regarding repayment of funds will be governed by the provisions outlined in Part 1, Section 20.0 Dispute Resolution Procedures. If the dispute is solely pertaining to an Overpayment, the procedures and remedies set forth in MPP 45-304 through 45-306 and 11-404 inclusive, shall be controlling and must be exhausted, per Section 20.8, prior to any other remedy or resolution being implemented under Part 1, Section 20.0 or other applicable law, statute, or regulation.
- 25.4 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 Contract are subject to review and/or audit by DCFS, Probation, COUNTY's Auditor-Controller or its designee, as set forth in Exhibits C, C-1 and C-2. In the event this Contract is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR's liability for such audit exceptions, as determined by DCFS or Probation, upon demand by COUNTY. Upon notice by 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.
- 25.5 Notwithstanding any other provision of this Contract, in addition to all other rights to monitor, including but not limited to audit, CONTRACTOR and COUNTY agree that it is the intent of the parties that COUNTY shall have the right to audit any and all use of AFDC-FC funds, paid to and Expended by CONTRACTOR, in order to ensure that all Expended and unspent funds are accounted for and that unspent funds are held for the future benefit of Placed Children, and to determine the appropriate disposition of unallowable Expenditures.
- 25.6 Total accumulated unexpended funds (TAUF) shall include (1) CONTRACTOR's current unexpended funds If facts suggest the possibility of fraud or significant abuse, COUNTY reserves the right to review uses of unexpended funds accumulated in periods prior to the Contractor's current fiscal year. CONTRACTOR's TAUF shall be reflected on its Annual Revenue and Expenditure Report (Exhibit C-3), and discussed in the Contractor's



## Annual Cost Allocation Plan.

At the end of any given CONTRACTOR fiscal year, any TAUF that is equal to or less than the total expenditures for the COUNTY's Program for the two most current months in the Contractor's completed fiscal year, will hereafter be referred to as the TAUF Ceiling, must be used for the benefit of Placed Children for reasonable and allowable costs. In the event that CONTRACTOR's TAUF, at the end of any given CONTRACTOR fiscal year, exceeds the TAUF Ceiling, CONTRACTOR shall develop a plan regarding how to utilize the TAUF for the benefit of Placed Children for reasonable and allowable costs, and shall submit the plan to DCFS for review and approval within 180 Days of the fiscal year end. The Uniform Administrative Requirements in 2 CFR 1.100 title 1, section 100 and in the Section 11-404.2 through 11-404.2.24 of the State of California Manual of Policy and Procedure provides examples of permissible uses of unexpended funds. Said Sections may provide a guideline for permissible uses of TAUF. However, all CONTRACTOR plans for uses of TAUF require pre-approval by the California Department of Social Services (CDSS) Foster Care Audits and Rates Bureau.

The Contractor shall submit its requested plan to the County DCFS, that includes a copy of the pre-approval issued by the CDSS Foster Care Audits and Rates Bureau to DCFS and allow 60 days to receive a response. CONTRACTOR's failure to develop an appropriate plan for the utilization of TAUF, or the expenditure of TAUF without a COUNTY approved plan shall constitute a material breach of the Contract. In such instance, COUNTY may take appropriate action, pursuant to this Contract, including, but not limited to, that under Part I, Section 16.0, Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, with the understanding that CONTRACTOR may appeal the final decision pursuant to the Dispute Resolution Procedures in Part I, Section 20.0.

## **26.0 REAL PROPERTY, EQUIPMENT, FIXED ASSETS**

- 26.1 CONTRACTOR shall fully comply with all applicable federal, State, and County laws, ordinances, and regulations in acquiring any and all real property, furniture, fixtures, equipment, materials, and supplies with funds obtained under this Contract.
- 26.2 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.
- 26.3 CONTRACTOR shall, for any Real Property, land or Fixed Asset costing \$35,000 or more of funds provided to CONTRACTOR through this Contract, submit to COUNTY, at least 15 business days prior to any purchase

(including Capital Leases as defined by Generally Accepted Accounting Principles (GAAP)), an analysis demonstrating that the purchase is less costly to CONTRACTOR than other leasing alternatives. CONTRACTOR shall also stipulate the source of all funds to be used for the purchase of the subject property. In the event that any funds to be used in the purchase will be from the current year Contract or TAUF (as defined in Part I, Section 25.0 Use of Funds, Sub-section 25.6), then CONTRACTOR shall obtain COUNTY's prior written approval for the purchase by notifying COUNTY by USPS Mail. COUNTY shall, within 15 working days of receipt of any such request for approval, provide a written response to CONTRACTOR by USPS Mail. If COUNTY's response is not received within 10 working days, CONTRACTOR will notify the Director's designee.

26.4 Upon obtaining COUNTY's prior written approval, the items referenced in Sub-section 26.3 above may be purchased and owned by CONTRACTOR as provided by law. If such prior written approval is not obtained by CONTRACTOR, no title to any of the items referenced in Sub-section 26.3 above will vest with CONTRACTOR. All Fixed Assets not requiring COUNTY's prior written approval, as described in Sub-section 26.3 above, shall be deemed owned by CONTRACTOR.

## **27.0 INDEMNIFICATION**

The CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, agents and volunteers ("COUNTY Indemnities") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the COUNTY Indemnities.

## **28.0 SALARIES AND COMPENSATION**

### **28.1 Executive Compensation**

All executive compensation shall be reported for each executive officer. The reasonableness standards and criteria for executive compensation are contained in Internal Revenue Code Section 4958. This rule shall apply to all individuals of the non-profit corporation deemed by the Internal Revenue Service (IRS) to be anyone in a position to exercise substantial influence over a non-profit corporation's affairs. This rule may apply to the individual's immediate family as well as to family-controlled entities. Compensation provided in accordance with Internal Revenue Code Section 4958 shall be deemed to be reasonable for the purposes of reporting AFDC-FC costs.

### **28.2 Social Work Services**

Salaries for Social Work services shall be for the reasonable social work activities provided as defined in Section 11-400s (4) of the California Department of Social Services Manual of Policies and Procedures (MPP).

In the event COUNTY discovers an Excess Salary or Excess Compensation, or Excess Benefits payment was made to CONTRACTOR which can be defined as a collectable Overpayment, CONTRACTOR may avail of the informal and formal hearing procedures provided for in MPP 45-306. Once due process has expired, or administrative remedies are exhausted in favor of COUNTY, COUNTY may seek additional recourse for collection in compliance with MPP 45-304 through 45-306, inclusive, including interest and other remedies as set forth in the CONTRACT, by and between COUNTY and CONTRACTOR.

## **29.0 USE OF DONATED FUNDS**

29.1 CONTRACTOR shall not commingle funds paid by COUNTY to the CONTRACTOR for the purchase of goods or the provision of services performed pursuant to this contract with any other funds, regardless of the source of those other funds.

29.1.1 If CONTRACTOR receives outside donations, it shall record all donated funds separately in their accounting records from funds paid by COUNTY to the CONTRACTOR for the purchase of goods or the provision of services performed and paid for pursuant to this contract under the CONTRACTOR's California Department of Social Services Foster Care Rates Program(s) as identified on Exhibit A-15, associated with the CDSS Community Care Licensing Division Facility license number(s) as identified on Exhibit A-14.

29.2 If CONTRACTOR uses any donated funds to pay for any expenses related to the purchase of good or the provision of services performed pursuant to this contract, then the CONTRACTOR shall maintain accounting records that clearly identify the specific item, or items, service, or services, on which the donated funds were expended. The CONTRACTOR shall also maintain accounting records that clearly identify that donated funds were expended. Furthermore, CONTRACTOR's accounting records shall conform to the accounting requirements of this contract, which include, but are not necessarily limited to, the cost reporting requirements of OMB Title 2 of the CFR, Exhibit C; and the Auditor-Controller Contract Accounting and Administration Handbooks, Exhibit C-1.

29.3 Contractor must also conform to the audit provisions in OMB Title 2 of the CFR, or any publication that supersedes these OMB circulars. The applicable provisions of CDSS CCLD Manual of Policy and Procedures

(MPP) sections 11-402, 11-403, 11-404, and 11-405 and Exhibits C-1, Auditor-Controller Contract Accounting and Administration Handbooks.

**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES AND PROBATION  
DEPARTMENT  
FOSTER CARE PLACEMENT SERVICES MASTER CONTRACT FOR INTENSIVE  
SERVICES FOSTER CARE FOSTER FAMILY AGENCY FOR CHILDREN WITH  
SERIOUS EMOTIONAL AND BEHAVIORAL NEEDS**

**PART II: STANDARD TERMS AND CONDITIONS**

**FOSTER CARE PLACEMENT SERVICES MASTER CONTRACT FOR INTENSIVE  
SERVICES FOSTER CARE FOSTER FAMILY AGENCY FOR CHILDREN WITH  
SERIOUS EMOTIONAL AND BEHAVIORAL NEEDS**

**STANDARD TERMS AND CONDITIONS**

**1.0 ADMINISTRATION OF CONTRACT – COUNTY**

A listing of all COUNTY Administration referenced in the following Sub-sections is designated in Exhibit U, COUNTY's Administration. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

**1.1 COUNTY's Program Manager**

The responsibilities of the COUNTY's Program Manager include:

- ensuring that the objectives of this Contract are met;
- making changes in the terms and conditions of this Contract in accordance with Part II, Section 5.0, Change Notices and Amendments; and
- providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements
- meeting with CONTRACTOR's Program Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

The COUNTY's Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

**1.2 COUNTY's Contract Program Monitor**

The COUNTY's Program Monitor is responsible for overseeing the day-to-day administration of this Contract. The Program Monitor reports to the COUNTY's Program Manager.

- 1.3** The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the COUNTY will exercise a contract term extension option.

## **2.0 ASSIGNMENT AND DELEGATION**

- 2.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Sub-section 2.1, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under the Contract shall be deductible, at COUNTY's sole discretion, against the claims, which the CONTRACTOR may have against COUNTY.
- 2.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.
- 2.2.1 Any withdrawal or change of shareholders, members, directors or other persons named on CONTRACTOR's Community Care license application (which significantly changes CONTRACTOR's program as it existed at the time of the execution of this Contract) or any change in the license under CONTRACTOR's Community Care license is an assignment requiring COUNTY consent.
- 2.2.2 Any payments by COUNTY to CONTRACTOR or its assignee, or acceptance of any payments by COUNTY from CONTRACTOR or its assignee on any claim under this Contract shall not waive or constitute COUNTY consent.
- 2.2.3 Upon assignment and/or delegation, each and all of the provisions, agreements, terms, covenants, and conditions herein contained, shall be binding upon both CONTRACTOR and upon any assignee/delegate thereof.
- 2.3 Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, Subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the

Contract which may result in the termination of the Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

### **3.0 AUTHORIZATION WARRANTY**

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

### **4.0 BUDGET REDUCTION**

In the event that the County's Board of Supervisors adopts, in 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, the COUNTY reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the CONTRACTOR under this Contract shall also be reduced correspondingly. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar Days of the Board's approval of such actions. Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all of the services set forth in this Contract.

### **5.0 CHANGES AND AMENDMENTS**

COUNTY reserves the right to change any portion of the work required under this Contract, or make amendment to such other terms and conditions as may become necessary. For any material change to the Contract not requested by CONTRACTOR, COUNTY shall give CONTRACTOR 30-days prior written notice delivered by electronic mail, of its intent to make an amendment. Any significant cost impact associated with such an amendment shall be addressed in developing the amendment. A significant cost impact, as used in this section, is defined as a cumulative cost increase of \$1,200 annually. Contract changes shall be in writing and accomplished in the following manner:

- 5.1 Exhibits A-1, A-5, C-3, D through D-3, Exhibits E, F, G, H, K, O, S, and T, may be changed unilaterally by COUNTY to reflect any changes in applicable federal, state or local laws, regulations, ordinances, court orders, court rules or in COUNTY policies. If the change will result in a significant cost impact an amendment will be prepared by COUNTY and executed by CONTRACTOR. If the change will result in no significant cost increase the amendment will be effective upon delivery of the replacement exhibit by



electronic mail to the CONTRACTOR's e-mail address and USPS Mail to the address of CONTRACTOR set forth in Part I, Section 9.0, Notices. CONTRACTOR shall be responsible for monitoring changes to any applicable laws, ordinances, regulations, and court rules impacting this Contract. CONTRACTOR shall at all times remain in compliance with all such laws, ordinances, regulations, and court rules, whether or not COUNTY has delivered a replacement exhibit.

- 5.2 For any other 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 Contract, or for any change in CONTRACTOR's Plan of Operations and Program Statement, a change notice shall be prepared by COUNTY, and executed by CONTRACTOR and Program Director or designee.
- 5.3 For any change not covered by Sub-sections 5.1 or 5.2, an amendment to this Contract shall be prepared, by COUNTY, signed by CONTRACTOR, and executed by COUNTY as authorized by the COUNTY's Board of Supervisors.

## **6.0 CHILD SUPPORT COMPLIANCE PROGRAM**

- 6.1 Contractor's Warranty of Adherence to County's Child Support Compliance Program
  - 6.1.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the 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 the COUNTY and its taxpayers.
  - 6.1.2 As required by the COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, the CONTRACTOR maintains 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 or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

## 6.2 Termination for Breach of Warranty to Maintain Child Support Compliance

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Sub-section 6.1, "Contractor's Warranty of Adherence to County's Child Support Compliance Program," shall constitute a default by the CONTRACTOR under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, 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 Contract pursuant to Part II, Section 32.0, Termination for CONTRACTOR's Default, and pursue debarment of the CONTRACTOR, pursuant to County Code Chapter 2.202.

## 7.0 GRIEVANCES

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

## 8.0 COMPLIANCE WITH APPLICABLE LAWS

8.1 CONTRACTOR shall conform to and abide by all applicable Municipal, COUNTY, State and Federal laws and regulations, court rules, and ordinances, guidelines, policies and procedures, 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.

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

8.1.2 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 Part I, Section 10.0, Confidentiality, of this Contract.

8.1.3 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).

8.2 Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Contract and may result in termination of this Contract, in accordance with Part II, Section 32.0, Termination for Contractor's Default, of this Contract.

8.3 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 Sub-sections 8.1 hereof and Part II, Sub-section 23.1, Non-Discrimination in Employment.

## **9.0 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 Contract or under any project, program or activity supported by this Contract.

## **10.0 COMPLIANCE WITH JURY SERVICE PROGRAM**

This Contract 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 T, and incorporated by reference into and made a part of this Contract.

### **10.1 Written Employee Jury Service Policy**

10.1.1 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 (Section 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.

10.1.2 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 Fifty Thousand Dollars (\$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 as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) Days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any Subcontractor to perform services for the COUNTY under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Sub-section shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the Contract.

10.1.3 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 Jury Service 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 Contract 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.

10.1.4 CONTRACTOR's violation of this Section of this Contract may constitute a material breach of this 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.

## **11.0 CONFLICT OF INTEREST**

- 11.1 Notwithstanding any other provision of this Contract, no COUNTY employee whose position in COUNTY enables such employee to influence the award or administration of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR herein, or have any other direct or indirect financial interest in this Contract. No officer or employee of COUNTY who may financially benefit from the provision of Services hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation of such Services, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such Services.
- 11.2 No DCFS or Probation employee, either active or on leave status, shall serve as an employee or contractor of CONTRACTOR in any capacity on a full or part-time basis. No DCFS employee either active or on leave status shall be approved 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.
- 11.3 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 Contract. CONTRACTOR warrants that it is not now aware of any facts, which created a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts, which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, without limitation, identification of all persons implicated, and complete description of all relevant circumstances.

## **12.0 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS**

- 12.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, the 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 Opportunity for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants by job

category to the CONTRACTOR. CONTRACTOR shall report all job openings with job requirements to: [GAINGROW@DPSS.LACOUNTY.GOV](mailto:GAINGROW@DPSS.LACOUNTY.GOV) and [BSERVICES@WDACS.LACOUNTY.GOV](mailto:BSERVICES@WDACS.LACOUNTY.GOV) and DPSS will refer qualified GAIN/GROW job candidates.

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

### **13.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST**

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

### **14.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

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

14.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.

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

integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

- 14.4 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 14.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. The CONTRACTOR and DCFS/Probation shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 14.6 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 Contractor Hearing Board.
- 14.7 If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.
- 14.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the

hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

14.9 This Section 14.0 shall also apply to Subcontractors of COUNTY Contractors.

## **15.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTORS to complete the certification in Exhibit L, the COUNTY seeks to ensure that all COUNTY CONTRACTORS, which receive or raise charitable contributions, comply with California law in order to protect the COUNTY and its taxpayers. A CONTRACTOR, which receives or raises charitable contributions without complying with its obligations under California law, commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

## **16.0 COUNTY'S QUALITY ASSURANCE PLAN**

The COUNTY or its agent will monitor CONTRACTOR's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the CONTRACTOR's compliance with all Contract terms and conditions and performance standards. CONTRACTOR deficiencies which COUNTY determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.



## **17.0 EMPLOYEE BENEFITS AND TAXES**

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

## **18.0 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 Contract.

## **19.0 EVENTS OF DEFAULT**

### **19.1 Default for Non-Performance**

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

19.1.1 CONTRACTOR has made a material misrepresentation of any required information in the Plan of Operations and Program Statement; or

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

- 19.2 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.
- 19.3 CONTRACTOR's failure to comply with the Criminal Clearance background check and/or the Megan's Law Website database check requirements, including certifying a foster home with either an exemption or exception to the Criminal Clearance background check for use by the COUNTY without prior written approval from the COUNTY Program Manager, shall be considered an event of default.
- 19.4 Default for Insolvency

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

- 19.4.1 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;
- 19.4.2 The filing of a voluntary petition in bankruptcy;
- 19.4.3 The appointment of a Receiver or Trustee for CONTRACTOR;
- 19.4.4 The execution by CONTRACTOR of an assignment for the benefit of creditors.
- 19.5 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.

## **20.0 FORMER FOSTER YOUTH CONSIDERATION**

- 20.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform Services set forth herein, CONTRACTOR shall give consideration (after COUNTY employees, and GAIN/GROW participants, as described in Part II, Sections 13.0 and 14.0) 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 emailing, a list denoting any position(s) for which hiring is anticipated to:

County of Los Angeles  
Department of Children and Family Services  
Attention: Division Chief, Youth Development Services  
3530 Wilshire Blvd., Suite 400  
Los Angeles, CA 90010

20.2 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).

## **21.0 INDEPENDENT CONTRACTOR STATUS**

This Contract 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 Contract are, for purposes of Workers' Compensation liability, employees solely of CONTRACTOR and not of COUNTY. CONTRACTOR shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with service to COUNTY provided pursuant to this Contract.

## **22.0 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'.)

## **23.0 NON-DISCRIMINATION IN EMPLOYMENT**

23.1 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).

- 23.2 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.
- 23.3 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.
- 23.4 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.
- 23.5 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 Contract. COUNTY reserves the right to determine independently whether the non-discrimination provisions of this Contract have been violated. In addition, a determination by the California Fair Employment Opportunity Commission that CONTRACTOR has violated State or Federal non-discrimination laws or regulations shall constitute a finding by COUNTY that CONTRACTOR has violated the non-discrimination provisions of this Contract.
- 23.6 The parties agree that in the event CONTRACTOR violates the non-discrimination provisions of this Contract, COUNTY shall, at its option, be entitled to a sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating this Contract.

#### **24.0 NON-DISCRIMINATION IN SERVICES**

In the performance of this Contract CONTRACTOR shall not discriminate in the delivery of Services as provided in CONTRACTOR's Plan of Operations and Program Statement, attached hereto as Exhibit A-13, 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 Plan

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

## **25.0 NOTICE OF DELAYS**

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

## **26.0 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, attached hereto as Exhibit F.

## **27.0 PROPRIETARY RIGHTS**

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

27.1 To the extent that 45 CFR 95.617 applies to this Contract, this Sub-section 27.2 shall be applicable. Notwithstanding any other provision of this Contract, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with Federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein. To the extent that 45

CFR 95.617 does not apply, nothing precludes the CONTRACTOR from seeking a trademark to its intellectual property developed during the term of this contract.

- 27.2 Any materials, data and information not developed under this Contract, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as “TRADE SECRET”, “PROPRIETARY”, or “CONFIDENTIAL”.
- 27.3 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 Sub-section 27.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.
- 27.4 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Sub-section 27.4 for:
- 27.4.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Sub-section 27.3;
- 27.4.2 Any materials, data and information covered under Sub-section 27.2; and
- 27.4.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law
- 27.5 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.
- 27.6 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.
- 27.7 The provisions of Sub-sections 27.5, 27.6, and 27.7 shall survive the expiration or termination of this Contract.

## **28.0 DISCLOSURE OF INFORMATION**

28.1 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 Contract within the following conditions:

28.1.1 CONTRACTOR shall develop all publicity material in a professional manner and subject to Part I, Section 10.0, Confidentiality, of this Contract.

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

28.1.3 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.

## **29.0 RECYCLED-CONTENT PAPER**

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

## **30.0 SAFELY SURRENDERED BABY LAW**

30.1 Contractor's Acknowledgement of County's Commitment to 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 Exhibit S, 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. Information and posters for printing are available at [www.babysafela.org](http://www.babysafela.org).

30.2 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, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit S, Safely Surrendered Baby Law of this Master Agreement. Additional information is available at [www.babysafela.org](http://www.babysafela.org).

## **31.0 SUBCONTRACTING**

- 31.1 No performance of this Contract 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, Part D, Section 3.0, Sub-section 3.5.3.3. Any attempt by CONTRACTOR to Subcontract performance of any of the terms of this Contract, in whole or in part, without said consent shall be null and void and shall constitute a breach of the terms of this Contract, upon which Contract may be terminated in accordance with Part II, Section 32.0, Termination for Contractor's Default. CONTRACTOR shall submit each Subcontract to COUNTY for written approval prior to Subcontractor performing any work hereunder.
- 31.2 All of the provisions of this Contract 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 Contract 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."
- 31.3 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.
- 31.4 CONTRACTOR shall obtain the following from each Subcontractor before any Subcontractor employee may perform any work under any Subcontract to this Contract. CONTRACTOR shall maintain and make available upon request of Program Manager all the following documents:
- 31.4.1 An executed Acknowledgment and Confidentiality Agreement (Exhibit D-2) executed by each Subcontractor and each of Subcontractor's employees approved to perform work hereunder.



31.4.2 Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by Part I, Section 6.0, Insurance Coverage Requirements, of this Contract.

31.4.3 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.

31.5 CONTRACTOR shall provide COUNTY's Program Manager with copies of all executed Subcontracts.

31.6 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 Contract, including, but not limited to, the obligation to properly supervise, coordinate, and perform all work required hereunder.

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

31.8 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.

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

32.1 Upon determining the existence of any one or more of the circumstances heretofore described in Part II, Section 19.0, Events of Default, this Contract may be subject to termination, by the Board of Supervisors, either immediately or within such longer time period as noticed by COUNTY.

32.2 In the event COUNTY terminates this Contract in whole or in part as provided in this Section, COUNTY may recover damages to the extent permitted by applicable law, subject to the terms of Part I, Dispute Resolution Procedures, Section 20.0.

After receipt of a notice of termination, CONTRACTOR shall submit to COUNTY in the form and with the certification as may be prescribed by COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly. COUNTY will not accept any such invoice submitted later than three (3) months from the effective date of termination. Upon failure of CONTRACTOR to submit its termination claim and invoice within

the time allowed, COUNTY may determine, on the basis of information available to COUNTY, the amount, if any, due to CONTRACTOR in respect to the termination, and such determination shall be final. After such determination is made, COUNTY shall pay CONTRACTOR the amount so determined as full and complete satisfaction of all amounts due CONTRACTOR under this Contract for any terminated Services, provided that such amounts may be offset against any amounts COUNTY claims are due from CONTRACTOR pursuant to the terms of this Contract.

- 32.3 CONTRACTOR shall not be liable, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes may include, but not be limited to: acts of God or of the public enemy, acts of Federal, State, or County Governments in their sovereign capacities, fires, floods, epidemics, riots, earthquakes, quarantine restrictions, strikes, freights embargoes and unusually severe weather, but in every case, the failure to perform must be beyond the control and without the fault or negligence of CONTRACTOR.
- 32.4 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.

### **33.0 TERMINATION FOR CONVENIENCE**

- 33.1 The performance of Services under this Contract may be terminated in whole or part when such action is deemed by COUNTY to be in its best interest and such termination is approved by the Board of Supervisors. Termination of Services hereunder shall be effected by delivery to CONTRACTOR of a ninety (90) day advance notice of termination specifying the extent to which performance of Services under this Contract is terminated and the date upon which such termination becomes effective.
- 33.2 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:
- 33.2.1 Stop Services under this Contract on the effective date of termination.
- 33.2.2 Continue to perform, as required by this Contract until the effective date of termination.

33.3 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 Contract for any terminated Services, provided that such amounts may be offset against any amounts COUNTY claims are due from CONTRACTOR pursuant to the terms of this Contract.

#### **34.0 TERMINATION FOR IMPROPER CONSIDERATION**

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

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

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

#### **35.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

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

retained by the CONTRACTOR to fully comply with the COUNTY's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the COUNTY may, in its sole discretion, immediately terminate or suspend this Contract.

### **36.0 COVENANT AGAINST CONTINGENT FEES**

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

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

### **37.0 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

37.1 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals and businesses that benefit financially from COUNTY through Contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

37.2 Unless CONTRACTOR qualifies for an exemption or exclusion, CONTRACTOR warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

37.3 CONTRACTORS Certification of Compliance with the COUNTY's Defaulted Property Tax Reduction Program is incorporated as Exhibit M of this Contract.

### **38.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Section 38.0 "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute default under this Contract. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract, failure of CONTRACTOR to cure such default within ten (10) days of notice shall be grounds upon which COUNTY may terminate this Contract and/or pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.206.

### **39.0 TIME OFF FOR VOTING**

The CONTRACTOR shall notify its employees, and shall require each SUBCONTRACTOR to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every CONTRACTOR and SUBCONTRACTORS shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

### **40.0 MANDATORY REQUIREMENT TO REGISTER ON FEDERAL SYSTEM FOR AWARD MANAGEMENT**

CONTRACTOR represents and warrants that it has registered in the Federal System for Award Management's (SAM). Prior to a contract award, all potential contractors must register in SAM. Registration can be accomplished online via the Internet by accessing the Federal Contractor Registry's home page at <https://www.sam.gov/portal/SAM/#1>. CONTRACTOR certifies that is in good standing with the federal government Executive Order 12549, 7CFR Part 3017, 45 CFR Part 76, and 2 CFR 200.212 Subpart C. CONTRACTOR certifies that to the best of its knowledge and belief it and its principals or affiliates under this contract are not debarred or suspended from federal financial assistance programs and activities; proposed for debarment; declared ineligible; or voluntarily excluded from participation in covered transactions by any federal department or agency as attached hereto as Exhibit O.

### **41.0 COMPLIANCE WITH ENCRYPTION REQUIREMENTS**

#### **41.1 Data Encryption**

Contractor and Subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below in Subsection 41.1.1, 41.1.2, and 41.1.3; and, as PI is defined in California Civil Code Section 1798.29(g), PHI is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations, and MI is defined in California Civil Code Section 56.05(j).

##### **41.1.1 Stored Data**

Contractors' and Subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) shall require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National

Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management- Part 1: General (Revision 3); (c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

#### 41.1.2 Transmitted Data

All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Recommendation for Key Management - Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

#### 41.1.3 Certification

The County must receive within ten (10) business days of its request, a certification from Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above in Contractor's Compliance with Encryption Requirements Form (Exhibit P). In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 43.0 (Data Encryption) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

### **42.0 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING**

Contractor acknowledges and certifies in Attachment Q, Zero Tolerance Human Trafficking Policy Certification that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Master

Agreement. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

#### **43.0 CONTRACTOR ALERT REPORTING DATABASE**

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

#### **44.0 COMPLIANCE WITH THE COUNTY POLICY OF EQUITY**

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.bos.lacounty.gov/pdf/PolicyOfEquity.pdf>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
AND PROBATION DEPARTMENT  
FOSTER CARE PLACEMENT SERVICES MASTER CONTRACT FOR INTENSIVE  
SERVICES FOSTER CARE FOSTER FAMILY AGENCY FOR CHILDREN WITH  
SERIOUS EMOTIONAL AND BEHAVIORAL NEEDS**

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

COUNTY OF LOS ANGELES

CONTRACTOR

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

By: \_\_\_\_\_  
Bobby D. Cagle, Director  
Department of Children and  
Family Services

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title \_\_\_\_\_

By: \_\_\_\_\_  
Terri McDonald  
Chief Probation Officer  
Probation Department

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title \_\_\_\_\_

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

APPROVED AS TO FORM:  
BY THE OFFICE OF COUNTY COUNSEL  
MARY C. WICKHAM, COUNTY COUNSEL

By: \_\_\_\_\_  
David Beaudet  
Senior Deputy County Counsel



**FOSTER CARE PLACEMENT SERVICES MASTER CONTRACT**

**FOR**

**INTENSIVE SERVICES FOSTER CARE FOSTER FAMILY AGENCY FOR CHILDREN  
WITH SERIOUS EMOTIONAL AND BEHAVIORAL NEEDS**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**



**AND**

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

**(CLICK HERE AND ENTER CONTRACT NUMBER)**

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

**AND**

The Probation Department  
Placement Administrative Services  
9150 East Imperial Highway  
Downey, California 90242

Month 2019

**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES AND PROBATION  
DEPARTMENT  
FOSTER CARE PLACEMENT SERVICES MASTER CONTRACT FOR INTENSIVE  
SERVICES FOSTER CARE FOSTER FAMILY AGENCY FOR CHILDREN WITH  
SERIOUS EMOTIONAL AND BEHAVIORAL NEEDS**

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**LIST OF EXHIBITS**

Exhibit A	Statement of Work
Exhibit A-1	Foster Family Agency Reference Links
Exhibit A-2	Service Delivery Sites
Exhibit A-3	Intentionally Left Blank
Exhibit A-4	Intentionally Left Blank
Exhibit A-5	Special Incident Reporting Guide for FFAs
Exhibit A-6	FFA Monthly Utilization Report Template
Exhibit A-7	Intentionally Left Blank
Exhibit A-8	Intentionally Left Blank
Exhibit A-9	Intentionally Left Blank
Exhibit A-10	Discharge Summary for DCFS: Foster Family Agency
Exhibit A-11	Provider Needs and Services Plan/Quarterly Report Template Information
Exhibit A-12	Applicant’s Authorization for Release of Information
Exhibit A-13	Foster Family Agency’s Plan of Operations and Program Statement
Exhibit A-13a	CDSS Approval Letter for Resource Family Approval (RFA) Implementation Plan
Exhibit A-14	ISFC FFA Facility License(s)
Exhibit A-15	ISFC FFA Rate Letter
Exhibit A-16	Intentionally Left Blank
Exhibit A-17	Adoption License or MOU
Exhibit B	Line Item budget
Exhibit C	Office of Management and Budget (OMB) Title 2 Code of Federal Regulations (CFR), Part 200 and 2 CFR 1.100, title 2, Part 1
Exhibit C-1	Auditor-Controller Foster Family Agency Contract Accounting and Administration Handbook
Exhibit C-2	Auditor-Controller/Department of Children and Family Services/Probation Department Fiscal Audit Phases, Fiscal/Audits of Foster Family Agency Foster Care Services Contractors
Exhibit C-3	Los Angeles County Annual Revenue and Expenditure Report including Form FCR 12 FFA
Exhibit D	Contractor Acknowledgment and Confidentiality Agreement Form
Exhibit D-1	Contractor Employee Acknowledgment and Confidentiality Agreement Form
Exhibit D-2	Contractor Non-Employee Acknowledgment and Confidentiality Agreement Form
Exhibit D-3	Confidentiality of Criminal Offender Record Information (CORI) Form
Exhibit D-4	Resource Foster Parent Acknowledgment and Confidentiality Agreement Form
Exhibit E	Statement of Dangerous Behaviors and California Department of Social Services Child Welfare Services Manual, Section 31-405

Exhibit F	IRS Notice 1015 - Notice to Employees Regarding Federal Earned Income Credit (FEIC)
Exhibit G	Payment Resolution Notification (COV 71)
Exhibit H	Overpayments Policy
Exhibit I	Contractor's Certification of Compliance with Child, Spousal and Family Support Orders
Exhibit J	Contractor's Certification of Compliance with all Federal and State Employment Reporting Requirements
Exhibit K	Contractor's Equal Employment Opportunity (EEO) Certification
Exhibit L	Charitable Contributions Certification
Exhibit M	Defaulted Property Tax Certification Form
Exhibit N	DCFS Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures (As Amended on February 24, 2014)
Exhibit O	Federal Debarment and Suspension Certification Form
Exhibit P	Contractor's Compliance with Encryption Requirements Form
Exhibit Q	Zero Tolerance Human Trafficking Policy Certification Form
Exhibit R	Certification of Compliance with Background and Security Investigation
Exhibit S	Safely Surrendered Baby Law Fact Sheet
Exhibit T	County of Los Angeles Contractor Employee Jury Service Program Certification Form (Code 2.203)
Exhibit U	County's Administration
Exhibit V	ISFC Contractor's Administration
Exhibit W	Sample Report on Outside Employment
Exhibit W-1	Sample Report on Conflict of Interest

**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES AND PROBATION  
DEPARTMENT  
FOSTER CARE PLACEMENT SERVICES MASTER CONTRACT FOR INTENSIVE  
SERVICES FOSTER CARE FOSTER FAMILY AGENCY FOR CHILDREN WITH SERIOUS  
EMOTIONAL AND BEHAVIORAL NEEDS**

This is the Foster Care Placement Services Master Contract for Intensive Services Foster Care Foster Family Agency (hereinafter referred to as "Contract").

This Contract is made and entered into this 1st day of \_\_\_\_\_, 2019 by and between

County of Los Angeles  
hereinafter referred to as "COUNTY"

and

Contractor  
hereinafter referred to as "CONTRACTOR".

**RECITALS**

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

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

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

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

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

WHEREAS, pursuant to the provisions of Welfare Institution Code (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, under the Catalog for Federal Domestic Assistance Number 93.658; and

WHEREAS, CONTRACTOR warrants that it possesses the competence, expertise and personnel necessary to provide such services, and understands for purposes of this contract

considers itself a sub-recipient insofar as compliance with Office of Management and Budget (OMB) 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 2 CFR 1.100, title 2, Part 1,

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

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

### **1.0 APPLICABLE DOCUMENTS**

- 1.1 This Contract and the Exhibits hereto, constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous Contracts, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, Section 5.0, “Changes and Amendments” and signed by both parties.
- 1.2 Exhibits A through A-17, B, C through C-3, D through D-4, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W through W-1 set forth below, are attached to and incorporated by reference in this Contract.
- 1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, Statement of Work, and Attachments according to the following priority:

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Exhibit A-3	Intentionally Left Blank
Exhibit A-4	Intentionally Left Blank
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Exhibit W-1	Sample Report on Conflict of Interest

## 2.0 DEFINITIONS

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

- 2.1 "Aid to Families with Dependent Children-Foster Care (AFDC-FC)" – means foster care financial assistance paid on behalf of children in out-of-home placement who meet the eligibility requirements specified in applicable state and federal regulations and laws. The program is administered by DCFS.
- 2.2 "Allowable Costs" - Reported costs shall be allowable and reasonable as defined in federal statutes and regulations including 45 CFR Part 74, 45 CFR Part 1356, and in California CDSS MPP Section 11-402.8.
- 2.3 "Approved Resource Family Home" – means a family residence approved by an FFA and issued a Certificate of Approval in accordance with the California Department of Social Services Community Care Licensing (CDSS CCL) Division, Title 22, Chapter 8.8 Foster Family Agencies, Article 9, Subchapter 1, Articles 1-7
- 2.4 "Case Plan" – means 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) or Deputy Probation Officer (DPO) in partnership with the parent/guardian (whenever possible) and designed to reduce or eliminate the risk factor(s) which precipitated the referral to DCFS or Probation. It identifies a Case Plan goal (the desired outcome), objectives (the desired outcome of the successful completion of specified tasks), tasks/activities (for which a participant is accountable and the completion of which moves toward achievement of a specified Case Plan objective), the specific Services to be provided and time frames for completion of the objectives and goals. Case Plan goals include: Family Maintenance, Family Preservation, Reunification and Permanency Planning (Adoption, Legal Guardianship and Long Term Foster Care).
- 2.5 "Child" or "Children" - means any child, children or youth placed by COUNTY

receiving Services from CONTRACTOR pursuant to this Contract, including non-minor dependents.

- 2.6 “Child and Family Team” or “CFT” – team’ means a group of individuals who are convened by the placing agency and who are engaged through a variety of team-based processes to identify the strengths and needs of the child or youth and his or her family, and to help achieve positive outcomes for safety, permanency, and well-being.
- 2.7 “Children’s Social Worker” or “CSW” – means 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.
- 2.8 “Community” – means 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.
- 2.9 “Community Care Licensing Division” or “CCLD” – means the Division of the California Department of Social Services that licenses community care facilities including group homes. They also monitor compliance with Title 22 regulations.
- 2.10 “Contract” – means an agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Statement of Work, Exhibit A.
- 2.11 “CONTRACTOR” – means the sole proprietor, partnership, or corporation or other person or entity that has entered into this Contract with the COUNTY.
- 2.12 “Core Services and Supports” – means services made available to children either directly or secured through formal agreements with other agencies, which are trauma-informed and culturally relevant which includes: Specialty Mental Health Services; Transition Services; Education, Physical, Behavioral, Mental Health, and Extracurricular supports; Transition to Adulthood Services; Permanency Support Services; and Indian Child Services.
- 2.13 “Corrective Action Plan” or “CAP” – means a document that serves as CONTRACTOR’s commitment to remedy deficiencies in response to findings uncovered in investigations, as further described in Part I, Section 16.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, Sub-section 16.1 and Exhibit N, DCFS/Probation Foster Care Placement Contract Investigation/Monitoring/Audit Remedies and Procedures Agreement.

- 2.14 “COUNTY” – means the Department of Children and Family Services and/or the Probation Department on behalf of the County of Los Angeles and its Board of Supervisors.
- 2.15 “County Contract Program Monitor” – means COUNTY representative responsible for the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
- 2.16 “County Program Director” – means COUNTY representative at the Division Chief level responsible for oversight of the contracted program.
- 2.17 “COUNTY’s Program Manager” or “CPM” – means COUNTY representative responsible for daily management of contracted program operation and administering this Contract, consulting on policy, providing technical assistance and overall coordination and implementation of this Contract between the CONTRACTOR and COUNTY. (See Exhibit U, County’s Administration)
- 2.18 “Court Appointed Special Advocate” or “CASA” – means a court appointed person who advocates for the Placed Child’s needs and best interests and provides the court with written recommendations.
- 2.19 “COUNTY Worker” – means for a DCFS-Placed Child, COUNTY Worker is a Children’s Social Worker (CSW). For a Probation-Placed Child, COUNTY Worker is a Deputy Probation Officer (DPO). County Worker is also a Department of Mental Health (DMH) professional.
- 2.20 “Day” or “Days” – means whether singular or plural, whether with initial letter capitalized or not, shall mean calendar days, and not business or workday, unless otherwise specifically stated.
- 2.21 “DCFS” - means COUNTY’s Department of Children and Family Services
- 2.22 “Department of Mental Health” or “DMH” – The County of Los Angeles Department of Mental Health that, through its Children’s System of Care, provides services for emotionally disturbed children including those in GHs. These services include:
- 2.22.1 Certification of the mental health services component for any proposed rate for STRTP program prior to the Foster Care Funding and Rates Bureau establishing these rate levels;
- 2.22.2 Support for the development of Day Rehabilitation Programs in STRTPs;

2.22.3 Support for the development of Day Treatment Programs in STRTPs;  
and

2.22.4 Providing Therapeutic Behavioral Services in STRTPs.

- 2.23 “Dependent Children” – A child who is within the jurisdiction of the Juvenile Court under Welfare and Institutions Code, Sections 300(a), (b), (c), (d), (e), (f), (g), (h), (i), and (j). DCFS supervises Dependent Children.
- 2.24 “Deputy Probation Officer” or “DPO” - An employee of the Probation Department who provides direct supervision of youth on formal probation.
- 2.25 “Developmental Disability” – A disability which originates before an individual attains age 18, continues, or can be expected to continue indefinitely, and constitutes a substantial disability for that individual. This term shall include mental retardation, cerebral palsy, epilepsy, and autism. This term shall also include disabling conditions found to be closely related to mental retardation or to require treatment similar to that required for individuals with mental retardation, but shall not include other handicapping conditions that are solely physical in nature (Welfare and Institutions Code, Section 4512(a).
- 2.26 “Director” - means COUNTY’s Director of Children and Family Services or his or her authorized designee.
- 2.27 “Do Not Refer Status” or “DNR Status” –means all new referrals to CONTRACTOR are suspended, as further discussed in Part I, Section 16.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, Sub-section 16.3, Do Not Refer Status and Exhibit N, DCFS/Probation Foster Care Placement Contract Investigation/Monitoring/Audit Remedies and Procedures Agreement.
- 2.28 “Do Not Use Status” or “DNU Status” – means all new referrals to CONTRACTOR are suspended, and all Placed Children are removed from CONTRACTOR’s facility(ies), as further discussed in Part I, Section 16.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, Sub-section 16.4, Do Not Use Status and Exhibit N, DCFS/Probation Foster Care Placement Contract Investigation/Monitoring/Audit Remedies and Procedures Agreement.
- 2.29 “Emancipation” – means successful passage of foster youth to adulthood, including becoming a responsible and contributing member of the Community.
- 2.30 “Emancipation Planning” – means 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.

- 2.31 "Excess Payment" or "Payment Error" refers to any payment that is not an "Overpayment" as defined in this section, but which the Contractor received and was not entitled to and therefore that the CONTRACTOR must return to the COUNTY.
- 2.32 "Expended Funds" or "Expended" or "Expenditures" – means AFDC-FC funds, received through this Contract that are subsequently spent by CONTRACTOR for the care and Services of Placed Children. Expended funds must be reasonable and allowable in accordance with Part I, Section 25.0 Use of Funds, Sub-section 25.3 of this Contract.
- 2.33 "Federal Tax Exempt Status" – means the status of organization or agency that is exempt from Federal income tax under Section 501-(c)-(3) of the Internal Revenue Code.
- 2.34 "Fiscal Year(s)" - means the twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.35 "Foster Care Funding and Rates Bureau" – means the Division of the California Department of Social Services that establishes Aid to Families with Dependent Children-Foster Care (AFDC-FC).
- 2.36 "Foster Care Payment Hotline" – means a telephone number that CONTRACTOR may call under circumstances described in this Contract (i.e., within 24 hours of child leaving the agency) or may call to request payment or Medi-Cal information. The Foster Care Payment Hotline Number is (800) 697-4444.
- 2.37 "Foster Family Agency"- means any public agency or private organization engaged in the recruiting, approving, training of, and providing professional support to Resource Families who provide out-of-home care in a family home setting for the placement of children/youth, pregnant and parenting teens with children, and Non Minor Dependents (NMDs) who are supervised by DCFS and Probation and in need of care. FFAs will coordinate with DCFS and Probation Department to find homes and provide services and supports to Resource Families and to the placed children to the extent possible and authorized by local, state and federal law.
- 2.38 "Foster Family Agency Program Rates" – means the service rate levels payable to FFAs, as periodically established by the Department of Social Services, Foster Care Funding and Rates Bureau.
- 2.39 "Health and Education Passport" or "Black Binder (DCFS)" means the Health and Education Passport that is the summary of the health (including dental

and mental health information) and educational information required by Welfare and Institutions Code Section 16010 (Exhibit A-1) that is to follow the child to all foster placements. DCFS created 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).

- 2.40 "Hold Status" – means a temporary suspension of referrals of children to CONTRACTOR by placing CONTRACTOR on Hold Status for up to a 45-Day period at any time during investigations, as further defined in Part I, Section 16.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, Sub-section 16.2 of this Contract and Exhibit N, DCFS Foster Care Placement Contract Investigation/Monitoring/Audit Remedies and Procedures Agreement.
- 2.41 "Independent Living Program" or "ILP" – means the program authorized under 42 U.S.C. 677 of the Social Security Act for services and activities to assist/prepare Placed Children age 14 or older to make the transition from out-of-home care to independent living. Youths receiving family reunification and permanent placement services, and those in out-of-home care are eligible. Youths receiving emergency response and family maintenance services and those in psychiatric hospitals are not eligible for the program. DCFS and Probation may also provide ILP services to former foster youths up to age 21. ILP is a major component of Emancipation Planning.
- 2.42 Integrated Core Practice Model (ICPM) – means a set of practices and principles for child/youth/NMD served by both the child welfare and mental health system. The framework for ICPM is a shared set of practice principles to be used when providing services to the member of the Katie A. Class including members of the Katie A. subclass. The values and principles are summarized in the Treatment Foster Care Program Manual.
- 2.43 "Intensive Services Foster Care Foster Family Agency" or "ISFC FFA" – means any foster family agency that provides therapeutic services to children who reside in the foster family agency's resource family homes. The services may include, but not limited to, education and mental health services, sexual or physical abuse counseling, alcohol or drug abuse counseling and vocational training.
- 2.44 "Interagency Placement Committee" – means a group led by the Department of Mental Health (DMH) who in conjunction with representatives from the Departments of Children and Family Services and Probation Department

pursuant to WIC Sections 4096(c) and 11462.01(d)-(h) creates a committee that determines placement of child/youth/NMD when considering STRTP or ISFC placement. Membership includes the county placement agency (DCFS and/or Probation) and a licensed mental health professional from the county Department of Mental Health.

- 2.45 "Manual of Policies and Procedures" – Refers to the manual promulgated by the California Department of Social Services.
- 2.46 "Multi-disciplinary Team" or "MDT" – means a group of health care providers and other professionals, including physicians, pediatricians, psychologists, clinical social worker, licensed vocational nurses, pediatric nurse practitioner, occupational therapist, and home visitor housed at the entry point to the Protective Services Child Health (PSCH) system who will jointly assess and develop a child health plan for each referred child (in conjunction with the CSW, a PHN, and, as appropriate, the child's primary caregivers).
- 2.47 "Needs and Services Plan" – means a comprehensive, individualized, time limited, goal oriented plan, developed and implemented by CONTRACTOR identifying the specific needs of an individual Placed Child, including, but not limited to, those items specified in Title 22, Division 6, Chapter 5, Section 87068.2 and 87068.22, that delineates those Services necessary in order to meet the Placed Child's identified needs.
- 2.48 "Overpayment" – AFDC-FC Overpayments are those payments defined and governed by the State Manual of Policies and Procedures (MPP) 45-304.1.11 as follows: "any amount of aid paid which a foster care service provider received on behalf of a child to which the provider was not entitled."
- 2.49 "Placed Child" or "Placed Children" – means any child or children placed by COUNTY receiving Services from CONTRACTOR pursuant to this Contract.
- 2.50 "Pool Rate" – means the rate of interest to be charged as determined by COUNTY's Auditor-Controller.
- 2.51 "Probation" – means the COUNTY's Probation Department
- 2.52 "Probation Children" – A Child who is a ward of the Delinquency Juvenile Court under Welfare and Institutions Code, Section 601(a) or (b) or Section 602(a) or (b). Probation supervises Probation Children.
- 2.53 "Program" - means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work.
- 2.54 "Program Statement" – means a comprehensive description of the foster care/foster family agency's program in effect during the term of this



Contract.

- 2.55 “Real property” – means land and anything growing on, attached to, or erected on it.
- 2.56 “Resource Foster Parent” – means the adult(s) residing in the home approved by a FFA to provide care and supervision to children.
- 2.57 “Resource Family” – means an individual or family that has successfully met both the home environment assessment and the permanency assessment criteria, as set forth in Section 16519.5 of the Welfare and Institutions Code, necessary for providing care for a child placed by a public or private child placement agency by court order, or voluntarily placed by a parent or legal guardian.
- 2.58 “Resource Family Approval Certificate” (LIC-05A an equivalent certificate) – means a document issued by the Foster Family Agency (FFA), which approves a Resource Family Home to care for children placed by a Child Welfare or Probation Agency to the extent possible and authorized by local, state and federal law. The certificate shall contain the following: (1) The name of the foster family agency; (2) Licensing Facility License Number; (3) The name(s) of the Resource Family; (4) The date of approval; (5) The capacity for which the Resource Family is approved; and (6) If applicable, any conditions placed on the approval pursuant to Section 88331.7(c).
- 2.59 “Seriously Emotionally Disturbed” – is defined by Welfare and Institutions Code, Section 5600.3(a)(2) as a minor under the age of 18 years who has a mental disorder as identified in the most recent edition of the Diagnostic and Statistical Manual of mental disorders, other than a primary substance use disorder or developmental disorder, which results in behavior inappropriate to the child’s age according to expected developmental norms. Members of this target demographic shall meet one or more of the following criteria:
- 2.59.1 As a result of the mental disorder, the child has substantial impairment in at least two of the following areas: self-care, school functioning, family relationships, or ability to function in the Community, and either of the following occur:
- 2.59.1.1 The child is at risk of removal from home or has already been removed from the home; or
- 2.59.1.2 The mental disorder and impairments have been present for more than six months or are likely to continue for more than one year without treatment;
- 2.59.2 The child displays one of the following: psychotic features, risk of suicide or risk of violence due to a mental disorder; and

- 2.59.3 The child has been assessed pursuant to Article 2 (commencing with Section 56320) of Chapter 4 of Part 30 of Division 4 of Title 2 of the Education Code and determined to have an emotional disturbance, as defined in paragraph (4) of subdivision (c) of Section 300.8 of Title 34 of the Code of Federal Regulations.
- 2.60 “Severely Emotionally Disturbed/Severe Emotional Disorder” – Refers to a complex of emotional and behavioral problems that are slightly less profound in either degree or extent than the “Seriously Emotionally Disturbed”.
- 2.61 “Service(s)”- means CONTRACTOR’s obligations under the Contract, including but not limited to the basic needs CONTRACTOR agrees to meet for each Placed Child as outlined in this Contract, the Statement of Work, the California Department of Social Services Regulations, and CONTRACTOR’s Plan of Operations and Program Statement.
- 2.62 “Core Practice Model (CPM)” – means a process that is family centered, solution focused, trauma responsive, strength-based, team driven, and improves outcomes for children and families prioritizes child safety by enabling stronger teamwork with children and families, grounded in strong community support through Engagement, Teaming, Assessment and Understanding, and Tracking and Adapting.
- 2.63 “State” – means the State of California.
- 2.64 “Subcontract” – means a contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.
- 2.65 “Subcontractor” – means an organization or individual that enters into an Contract 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.
- 2.66 “Team Decision Making” or “TDM” – is a process utilizing a multi-disciplinary assessment and team approach in working with children and their families.
- 2.67 “Title 22” – means the California Code of Regulations for community care facilities including group homes.
- 2.68 “Un-Expended Funds” or “Un-Expended” – Means AFDC-FC funds, received through this Contract, which are retained and not spent by CONTRACTOR. (See Part I, Section 25.0 Use of Funds, Sub-section 25.6 of this Contract.)

- 2.69 “Youth Development Services” - includes but is not limited to: plans for emancipating youth, vocational training, work experience and educational opportunities.

### **3.0 TERM**

- 3.1 The term of this Contract shall be \_\_\_ months, commencing after execution by the Director of DCFS and Probation’s Chief Probation Officer, through June 30, 2020 unless terminated earlier or extended, in whole or in part, as provided in this Contract
- 3.2 The COUNTY shall have the sole option to extend the Contract term for up to four (4) additional 12-month periods for a maximum total Contract term of five (5) years. Each such option and extension shall be exercised at the discretion of the Director of DCFS and the Chief Probation Officer; and extended by the Director of DCFS by written notice to the CONTRACTOR thirty (30) days prior to the expiration of the Contract term provided that approval of County Counsel is obtained prior to any such extension.
- 3.3 The term this Contract may also be extended by the Director of DCFS by written notice to the CONTRACTOR thirty (30) days prior to the expiration of the Contract term, after County Counsel approval, for a period not to exceed six (6) months beyond the expiration of the then Contract term, if such additional time is necessary to complete the negotiation or solicitation of a new Contract

### **4.0 PAYMENT RATE**

- 4.1 COUNTY and CONTRACTOR agree that payments referenced in this Contract are based on rates established by California DSS Foster Care Funding and Rates Bureau. During the term of this Contract, COUNTY shall compensate CONTRACTOR for the Services set forth in this Contract and in the Statement of Work (Exhibit A), for each Placed Child at the Intensive Services Foster Care Foster Family Agency Program Rates, as further described in Part I, Section 7.0, Invoices and Payments.
- 4.2 CONTRACTOR shall submit to COUNTY a current budget for the work to be performed under this Contract. 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 State of California Department of Social Services FCR-12 FFA. 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.

#### 4.3 Services and Rates

Payment to cover the costs of the care and supervision provided to foster teens and their non-dependent child(ren) placed in Whole Family Foster Homes will be higher than payment for FFA Homes that are not approved as Whole Family Foster Homes. The infant supplement rate paid for a non-dependent child placed with the minor dependent parent in a Whole Family Foster Home (WFFH) will be increased to the equivalent of the County's basic AFDC-FC rate for the age of the child. Additionally, the infant supplement payment in a WFFH where the caregiver and the minor dependent parent have developed a Shared Responsibility Plan (SRP) in collaboration with the county social worker shall be enhanced by an additional infant supplement payment of \$200. (If placement involves more than one non-dependent child, a SRP must be developed for each child to obtain the additional infant supplement payment for each child.) CONTRACTOR shall pass on to the resource foster parent the additional infant supplement payment to care for a nondependent child placed with the minor dependent parent in an approved home, where the resource foster parent and the minor dependent parent have a SRP.

### 5.0 GENERAL INSURANCE REQUIREMENTS

Without limiting CONTRACTOR's and COUNTY's mutual indemnification, and during the term of this Contract, CONTRACTOR shall provide and maintain, and shall require of all of its Subcontractors (except as noted in Part I, Section 6.0 Insurance Coverage Requirements, Sub-section 6.1) to maintain, the following programs of insurance specified in this Contract. 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.

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

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

Prior to commencing Services under this Contract, such certificates or other

evidence shall:

- 5.1.1 Specifically identify this Contract.
  - 5.1.2 Clearly evidence all coverages required in this Contract.
  - 5.1.3 Contain a provision that COUNTY shall receive, written notice of cancellation or any change in required insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to COUNTY at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in required insurance may constitute a material breach of the Contract, in the sole discretion of the COUNTY, upon which COUNTY may suspend or terminate this Contract.
  - 5.1.4 Include copies of the additional insured endorsement to the CONTRACTOR's general liability, professional liability, and Sexual misconduct liability policies, adding the County, its Special Districts, elected and appointed officers, employees, agents and volunteers as insured for all activities arising from this Contract.
  - 5.1.5 Waiver of Subrogation: To the fullest extent permitted by law, the CONTRACTOR hereby waives its rights and its insurer(s)' rights of recovery against COUNTY under all the Required Insurance for any loss arising from or relating to this Contract. The CONTRACTOR shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.
- 5.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY. Such approval will not be unreasonably withheld.
- 5.3 Failure to Maintain Insurance: CONTRACTOR's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which COUNTY immediately may withhold payments due to CONTRACTOR, and/or suspend or terminate this Contract. COUNTY at its sole discretion may obtain damages from CONTRACTOR resulting from said breach. Alternatively, the COUNTY may, upon notice to the Contractor, purchase the Required Insurance, deduct the premium cost from sums due to CONTRACTOR or pursue CONTRACTOR reimbursement.
- 5.4 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY:

- 5.4.1 Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.
- 5.4.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Contract.
- 5.4.3 Any injury to a CONTRACTOR employee, which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-Employee Injury Report" to COUNTY Contract Manager.
- 5.4.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this Contract.
- 5.5 Compensation for COUNTY Costs: In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.
- 5.6 Insurance Coverage Requirements for Subcontractors: CONTRACTOR shall ensure any and all Subcontractors performing services under this Contract, consistent with Part I, Section 6.0 Insurance Coverage Requirements, Sub-section 6.1, meet the insurance requirements of this Contract by either:
  - 5.6.1 CONTRACTOR providing evidence of insurance covering the activities of Subcontractors, or
  - 5.6.2 CONTRACTOR providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

**6.0 INSURANCE COVERAGE REQUIREMENTS**

- 6.1 General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits equal to the maximum allowed under contractor's policy, or the following, whichever is greater:

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.

- 6.2 Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all “owned,” “hired” and “non-owned” vehicles, or coverage for “any auto.”
- 6.3 Workers’ Compensation and Employer’s Liability insurance providing workers’ compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible.

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

- 6.4 Professional Liability: Insurance covering Contractor’s liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement’s expiration, termination or cancellation.
- 6.5 For ISFC FFAs on COUNTY owned property:
  - 6.5.1 Property Coverage: Such an insurance shall be endorsed naming the COUNTY of Los Angeles as loss payee, provide deductibles of no greater than 5% of the property value.
- 6.6 Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of sexual nature.

**7.0 INVOICES AND PAYMENTS**

- 7.1 The CONTRACTOR shall maintain Foster Care Funding and Rates Bureau (FCFRB) ISFC FFA rates. A copy of the current rate letter shall be included as Exhibit A-15 in this Contract. COUNTY shall pay CONTRACTOR for each Placed Child the monthly Intensive Services Foster Care 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. COUNTY requires CONTRACTOR to provide a voucher as a condition of payment pursuant to MPP 45-303.1 through 45-303.5. Failure to provide the voucher by the deadline set forth in the voucher statement, along with any information required, may result in delay of payment no later than fifteen (15) Days after the voucher information is submitted to COUNTY by CONTRACTOR. Failure to provide the required information may result in COUNTY not making payment.

Vouchers for DCFS shall be sent to:

County of Los Angeles  
Department of Children and Family Services  
Attention: Revenue Enhancement Division  
Vendor Voucher Validation Unit  
P.O. Box 368  
Glendora, CA 91740-0368

- 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 an email confirmation from the County Worker. 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. COUNTY has the right to delay payment or not make payment, per MPP 45-303.2 through 45.303.5, inclusive, and condition CONTRACTOR'S payments on timely return of a voucher and the provision of requested information, by a date certain. Requested information can include, but not be limited to, reports that the child received care for the full month, date the child left placement, reason



the child left placement and/or the number of days in the month the provider cared for the child. Delay in providing this information as set forth in Part I, Section 7.3, may result in delay of payment, not to exceed fifteen (15) Days from the date after the information is submitted to COUNTY, including relevant verifications, upon COUNTY request. The failure to provide required confirmation may result in COUNTY not making payment.

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 G) and emailing it to [cov71@dcfs.lacounty.gov](mailto:cov71@dcfs.lacounty.gov). 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. Interest charges pertaining to notification of incorrect specified payments, which are defined as Overpayments will be governed by MPP 45-305.3.33 and 45-306 inclusive. Interest on defined Overpayments shall be collected and interest assessed as set forth in MPP 45-305.3.34 and MPP 11-402.66 inclusive, and any other related State regulations pertaining to the application of interest for Overpayments.

(Business Information Systems Division (BIS) is currently in the process of modifying The Foster Care Search System (FCSS) to allow Foster Care Services Contractors and non-contracted Foster Care Providers (FFA, STRTP, and ISFC-FFA) to submit their Foster Care payment discrepancies online).

- 7.6 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.
- 7.7 If COUNTY identifies an Overpayment, governed by MPP 45-304 through 45-306 and 11-404, inclusive, COUNTY will comply with MPP 45-304.1.122 and 126. COUNTY will provide CONTRACTOR with State Form Notice of Action 1261 as required by MPP 45-305.1 and a voluntary repayment agreement for the overpaid amount identified by CONTRACTOR. The repayment agreement will be in compliance with MPP 45-305.2.231 (a) – (d).

7.8 In addition to the requirements in Exhibit A, Statement of Work, Part D, Service Task To Achieve Performance Outcome Goals, Section 4.0 Discharge Planning, Sub-section 4.6 Prior to discharging a placed ISFC Child/Youth/NMD. CONTRACTOR shall notify DCFS Foster Care Hotline at (800) 697-4444 or Probation Placement Administrative Services' (PAS) Officer of the Day at (323) 730-4454 within 24 hours whenever a Placed Child is moved from one site/home to another or a child leaves the CONTRACTOR's program.

7.9 Excess Payments

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

County of Los Angeles  
Department of Children and Family Services  
Administrative Services Manager III  
Fiscal Operations Division  
Special Payments Section  
425 Shatto Place, Room 301  
Los Angeles, CA 90020

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

7.9.3 In the event CONTRACTOR does not return payment, or enter into an agreement for payment on a mutually agreed upon time-frame within thirty (30) Days of resolution of payment discrepancy or register a dispute within thirty (30) Days of overpayment notice, COUNTY may place CONTRACTOR on DNR Status pursuant to Part I, Section 16.0, Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan.

- 7.9.4 If CONTRACTOR registers a notice of dispute pursuant to this Section, Sub-section 7.8, the Division Chief will evaluate the adequacy of the CONTRACTOR's written response. Within 25 calendar days of DCFS' receipt of CONTRACTOR's written response, DCFS will provide CONTRACTOR with DCFS' written response, which sets forth the required DCFS CAP. Should CONTRACTOR disagree with the contents of the CAP, CONTRACTOR shall submit a response to the DCFS CAP within 15 business days to DCFS Fiscal Monitoring Section. DCFS will review the CONTRACTOR's response to the DCFS CAP and issue a final required DCFS CAP within 5 calendar days. Should CONTRACTOR not comply with the Corrective Action Plan, DCFS may, in its sole discretion, exercise any and all remedies, including but not limited to placement of CONTRACTOR on Do Not Refer or Do Not Use Status.
- 7.9.5 Except as limited in Part I, Section 7.0 - Invoices and Payments, Sub-sections 7.9.4, 7.10 and 20.8, CONTRACTOR may appeal the final decision pursuant to Part I, Section 20.0 Dispute Resolution Procedures.

#### 7.10 Overpayments

- 7.10.1 In the event that COUNTY or CONTRACTOR discovers a payment made to CONTRACTOR which can be defined as an Overpayment, including but not limited to vouchers setting forth dates a child was not in placement but for which CONTRACTOR was paid during the term or discovered within five (5) years after expiration of the contract or contract extension, COUNTY, after review of MPP 45-304.1.126 and 45-304.4, will issue CONTRACTOR a written State Form Notice of Action 1261 on collectible amount.
- 7.10.1.1 Thereafter, CONTRACTOR and COUNTY shall attempt to resolve the Overpayment prior to any informal or formal action taken by CONTRACTOR. If resolved voluntarily in favor of COUNTY, CONTRACTOR'S voluntary agreement to repay shall be in compliance with MPP 45-305.2.21 through 45-305.23.231 (a)-(b).
- 7.10.1.2 If not resolved voluntarily, COUNTY may institute involuntary collection remedies pursuant to MPP 45-305.3 and Overpayment recoupment actions required by MPP 45-304.3.
- 7.10.1.3 CONTRACTOR may request an informal hearing, a State fair hearing, or both, as provided pursuant to MPP 45-306.1 through .3, inclusive.

- 7.10.1.4 CONTRACTOR shall have thirty (30) Days from the date COUNTY mails the State Form Notice of Action 1261 to request the informal hearing. If the informal hearing is requested, COUNTY will conduct an informal hearing in accordance with the procedures set forth in MPP 45-306.1 through .2, inclusive.
  - 7.10.1.5 CONTRACTOR, if forgoing an informal hearing, must request the State fair hearing within ninety (90) days from the date COUNTY mailed the State Form Notice of Action 1261.
  - 7.10.1.6 If CONTRACTOR has requested an informal hearing and desires a State Fair Hearing, CONTRACTOR must request the State fair hearing within ninety (90) Days of the date that a written decision letter for the informal hearing is mailed that CONTRACTOR withdraws their request for an informal hearing, or that CONTRACTOR does not appear at the informal hearing, whichever is earlier.
  - 7.10.1.7 Once due process has expired or administrative remedies are exhausted in favor of COUNTY, COUNTY may seek additional recourse for collection in compliance with MPP 45-304 through 45-306, inclusive, including interest and other remedies as set forth in the CONTRACT, by and between COUNTY and CONTRACTOR.
- 7.10.2 In the event CONTRACTOR does not return an Overpayment, governed by MPP 45-304 through 45-306 either under the terms of a voluntary agreement pursuant to MPP 45-305.2.23 -45-305.2.24 or 45-304.124 or under the terms of an involuntary repayment agreement after exhaustion of due process pursuant to MPP 45-304 through 45-306 and 11-402.66, inclusive, in favor of the COUNTY, COUNTY may place a DNR/DNU/HOLD under Section 17.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan. County shall provide a written notice of its intention to place CONTRACTOR on a Do Not Refer Status at least fifteen (15) days in advance.
- 7.10.3 In matters involving overpayments, governed by MPP 45-304 through 45-306 and if the amount is determined collectible, CONTRACTOR will have thirty (30) days from the date of COUNTY'S mailing of a State Form Notice of Action 1261, to request an informal hearing. The informal hearing process, if elected by CONTRACTOR, will be compliant with hearing procedures set forth in MPP 45-306.1 through

45-306.3. CONTRACTOR may, at its election, forgo an informal hearing and request a State fair hearing within ninety (90) days from the date of COUNTY'S mailing of State Form Notice of Action 1261.

7.10.4 CONTRACTOR must comply with the required time periods to request a formal or informal hearing. Contractors' failure to timely request a formal or informal hearing as set forth in MPP 45-306.1 through 45-306.3 will result in the collection by COUNTY pursuant to MPP 45-304 through 45-305 and 11-402.66.

7.11 For overpayments governed by MPP 45-304 through 45-306 CONTRACTOR shall submit payment after exhaustion of due process in favor of COUNTY, and which results in identification of the Overpayment, as defined in MPP 45-304.5.52, CONTRACTOR shall submit re-payment in conformity with the priority of repayment, including lump sum repayment, voluntary repayment terms or involuntary repayment terms, as set forth in MPP 45-305.2 and 45-305.3, inclusive, including referenced directions on methods of voluntary and involuntary collection and interest collection. Further, COUNTY may employ and implement CONTRACT actions as set forth in Part I, Sections 17.0 and 21.0 of this Contract.

7.12 With regard to overpayments, COUNTY shall be entitled to pre-judgment interest at the highest rate permitted by governing MPP 45-305.3.331 (a) and (b), MPP 45-305.3.332, MPP 45-305.3.34, or by any other applicable law. With regard to underpayments, CONTRACTOR shall be entitled to pre-judgment interest at the highest rate permitted by law.

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

7.14 All notices will be sent in accordance with FFA contract Part I, Unique Terms and Conditions, Section 9.0 Notices.

## **8.0 BACKGROUND AND SECURITY INVESTIGATIONS**

- 8.1 For the safety and welfare of the children to be served under this Contract, CONTRACTOR shall, as permitted by law, ensure that its staff, employees, independent contractors, volunteers or subcontractors who may come in contact with children in the course of their work, undergo and pass a background investigation to the satisfaction of COUNTY as a condition of beginning and continuing to work under this contract. Such background investigation may include, but shall not be limited to criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the CONTRACTOR, regardless if the member of CONTRACTOR's staff passes or fails the backgrounds investigation.
- 8.2 If a member of CONTRACTOR's staff does not pass the background investigation, COUNTY may request that the member of CONTRACTOR's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. COUNTY will not provide to CONTRACTOR or to CONTRACTOR's staff any information obtained through the COUNTY's background investigation.
- 8.3 Disqualification of any member of CONTRACTOR's staff pursuant to this Sub-section shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 8.4 CONTRACTOR shall immediately notify COUNTY 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 children while providing services under this Contract when such information becomes known to CONTRACTOR.
- 8.5 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

## **9.0 NOTICES**

- 9.1 Unless otherwise specifically provided in this Contract, all notices to COUNTY shall be given in writing, sent by certified mail, return receipt requested, by enclosing the same in a sealed envelope addressed to the intended party and by depositing such envelope with postage prepaid in the

United States Post Office or any substation or public letterbox. All notices to COUNTY shall be sent by certified mail, return receipt requested in duplicate addressed to the following:

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

AND

Probation Department  
Placement Permanency & Quality Assurance  
Intensive Services Foster Care Foster Family Agency  
Monitoring/Investigations  
11701 South Alameda Street, 2<sup>nd</sup> Floor  
Lynwood, CA 90262

Unless otherwise specifically provided in this Contract, all notices to CONTRACTOR shall be given in writing, by enclosing the same in a sealed envelope addressed to the intended party and by depositing such envelope with postage prepaid in the United States post Office or any substation or public letterbox. All notices to CONTRACTOR shall be sent to CONTRACTOR as indicated on Exhibit V, Contractor's Administration, or such other person and/or location as may hereinafter be designated in writing by CONTRACTOR.

- 9.2 All notifications from COUNTY enclosing an amendment or new or revised policy, procedure, protocol or exhibit to this Contract shall be sent by Mail.
- 9.3 All written notification from COUNTY regarding Corrective Action Plan, Hold, "Do Not Refer" or "Do Not Use" status shall be sent by Electronic Mail and United States Postal Service (USPS) Mail.

## **10.0 CONFIDENTIALITY**

- 10.1 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 and Probation policies in effect and applicable State and federal law. The Juvenile Court has exclusive jurisdiction over juvenile records, documents and case information as well as the responsibility to maintain their confidentiality and the confidentiality of dependent children. A child under DCFS' or Probation's supervision may not be videotaped, photographed,

voice recorded or interviewed, for media, research or other purposes, unless the Juvenile Court has issued an order permitting such access. Anyone requesting to review a Placed Child's case records, interview a Placed Child for research or media purposes, or photograph or videotape a Placed Child, must obtain written approval in accordance with Juvenile Court policy as described in Los Angeles Superior Court, Local Rules, Chapter 17, Juvenile Division, Dependency Proceedings, effective May 1, 1999. CONTRACTOR agrees to maintain the confidentiality of its records and conform to existing orders of the Juvenile Court and policies promulgated by state and federal laws and COUNTY Policies regarding the Placed Child's confidentiality.

- 10.2 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.
- 10.3 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 Resource Foster Parents providing services and care hereunder of the confidentiality provisions of this Contract. All Resource Foster Parents, and all employees of CONTRACTOR who have access to confidential records and data must sign and adhere to the attached "Contractor Employee Acknowledgment and Confidentiality Agreement Form" (Exhibit D-1) and/or the "Resource Foster Parent Acknowledgment and Confidentiality Agreement" (Exhibit D-4).
- 10.4 FFA CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit D-4, "Resource Foster Parent Acknowledgment and Confidentiality Agreement." CONTRACTOR shall maintain in its files copies of such executed Agreements.
- 10.5 To the extent that CONTRACTOR, or any of its employees, affiliates or Subcontractors, is a "covered entity" under the Federal Health Insurance Portability and Accountability Act (HIPAA), CONTRACTOR and COUNTY agree that CONTRACTOR, or any of its employees, affiliates or Subcontractors, may release "protected health information," as that term is defined by HIPAA, to DCFS, without a signed authorization, for the purpose of coordinating or managing the care of Placed Children.
- 10.6 Confidentiality Requirements for Probation
  - 10.6.1 By State law (California Welfare and Institutions Code § 827 and 828, and Penal Code § 1203.05, and 1203.09 and 11140 through 11144) all juvenile records and Probation case information which is in the CONTRACTOR'S care and possession is confidential and no



information relating to any adult or minor is to be in any way released to anyone except those authorized employees of the Los Angeles COUNTY Probation Department and law enforcement agencies.

10.6.2 Employees of CONTRACTOR shall be given copies of all cited code sections, and a form to sign Exhibit D-3, "Confidentiality of CORI Information", regarding confidentiality of the information in the juvenile records. Copies of the form are to be sent to County Program Manager (Probation) within five (5) business days of start of employment.

## **11.0 COUNTY'S RESPONSIBILITY**

CONTRACTOR's covenants and responsibilities under the Contract shall not be conditional upon COUNTY's performance of the covenants contained in this Section 11.0 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.

11.1 COUNTY shall review for CONTRACTOR's Plan of Operations and Program Statement and any Program Statement Amendments during the term of the Agreement. In addition, COUNTY shall have the right to monitor, including but not limited to review and audit CONTRACTOR for compliance with this Agreement, Statement of Work, and all applicable rules and regulations related to ISFC FFAs. 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.

11.2 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/Probation policy and court policy for confidentiality. CONTRACTOR shall hold all such information in confidence pursuant to the provisions of Part I, Section 10.0 Confidentiality, in the body of this Contract.

11.3 COUNTY shall provide CONTRACTOR with all available information about the Placed Child that may be released in accordance with applicable laws and regulations concerning confidentiality and the release of DCFS or Probation case records to service providers. This information may include court orders, 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 E, Statement of Dangerous Behaviors and CDSS CWS Manual, Section 31-405.

- 11.4 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.
- 11.5 The CSW shall acknowledge that an orientation discussion with the Placed Child and the CSW was completed by signing the LIC 613B (Exhibit A-1.) This orientation includes the items designated in FFA Master SOW, Part C, Section 18.0 Placement Process (Intake/Discharge), Sub-section 18.11 Orientation of Newly Placed Children.
- 11.6 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.
- 11.7 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-1).

The CSWs shall work cooperatively with CONTRACTOR to provide input to and approval of the Needs and Services Plans and updates in accordance with FFA Master SOW, Part C, Program Services, Section 19.0 Needs and Services Plan, Sub-sections 19.1 through 19.3.

- 11.8 The CSWs shall include written reports from CONTRACTOR in the next court report.
- 11.9 The CSW shall provide CONTRACTOR with a copy of each court report to the extent permitted by confidentiality laws.

- 11.10 COUNTY will monitor for CONTRACTOR's compliance with State laws, regulations and policies applicable to the visitation of children in placement.
- 11.11 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.
- 11.12 CSW shall provide CONTRACTOR with a copy of the court authorization for psychotropic medication, when applicable, within one day of initial placement.

## **12.0 DESCRIPTION OF SERVICES**

- 12.1 CONTRACTOR covenants and agrees to provide all Services as described in this Contract and set forth in the Statement of Work (Exhibit A) of this Contract. CONTRACTOR shall provide such Services to each Placed Child in accordance with CONTRACTOR'S Plan of Operations and Program Statement (Exhibit A-13). CONTRACTOR warrants that it possesses the competence, expertise and personnel necessary to provide such Services.
- 12.2 CONTRACTOR has submitted a Plan of Operations and Program Statement to COUNTY in accordance with the Program Statement Guidelines of CCLD. CONTRACTOR's Plan of Operations and 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 Contract will be evaluated in part based on CONTRACTOR's Plan of Operations and Program Statement.
- 12.3 COUNTY may, during the term of this Contract, request that CONTRACTOR make revisions to its Plan of Operations and Program Statement by notifying CONTRACTOR in writing thirty (30) days in advance of any proposed changes. Also, CONTRACTOR shall submit a revised Plan of Operations and Program Statement to COUNTY at any time during the term of this Contract when CONTRACTOR makes changes to the program. COUNTY shall review such Plan of Operations and Program Statement revisions for approval, and once accepted by COUNTY, CONTRACTOR's revised Plan of Operations and Program Statement shall become a part of this Contract as Exhibit A-13 in accordance with Part II, Section 5.0, Changes and Amendments.
- 12.4 Nothing herein establishes a right of CONTRACTOR to the placement of children by COUNTY, or of the continued placement of children by COUNTY.

12.5 Contractor shall allow County Worker to visit, interview, and conduct case planning with youth when necessary.

### **13.0 STATE LICENSE**

13.1 The CONTRACTOR shall maintain an ISFC FFA license issued by the California Department of Social Services, CCL Division, throughout the term of the Contract. A copy of the current license shall be included in the Program Statement.

13.2 The CONTRACTOR shall obtain and maintain a copy of the Resource Family Approval (RFA) Implementation Plan Letter issued by the California Department of Social Services (CDSS) Community Care Licensing Division (CCLD) throughout the term of the Contract. The CONTRACTOR shall submit copy of the RFA Implementation Plan Letter through ePSSS portal.

13.3 The CONTRACTOR shall provide Services pursuant to the approved Plan of Operations and Program Statement. If planning to add additional offices during the term of the Contract, the CONTRACTOR shall notify the COUNTY Program Manager prior to the placement of and/or serving Placed Children from the additional office(s). Contractor's decision to pursue licensing of additional offices from CCLD does not ensure placements from the County.

### **14.0 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 Contract. CONTRACTOR shall not charge or receive fees or payments from any child or his/her family or guardian for children referred to CONTRACTOR pursuant to this Contract who are not accepted for placement.

### **15.0 OTHER SOURCES OF INCOME**

15.1 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  
Attention: Deposit Unit  
425 Shatto Place, Room. #204  
Los Angeles, CA 90020

CONTRACTOR shall work with COUNTY to ensure future income payments are paid directly to COUNTY by the payer.

15.2 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.

15.3 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.

**16.0 HOLD STATUS, DO NOT REFER STATUS, DO NOT USE STATUS, CORRECTIVE ACTION PLAN**

COUNTY may, during the normal course of its monitoring or investigation, place CONTRACTOR on Hold Status, Do Not Refer (DNR) Status and/or Do Not Use (DNU) Status, when the COUNTY reasonably believes, in its sole discretion, that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or noncompliance with a significant administrative/fiscal/programmatic requirement of the Contract. The local agency procedures referred to in Sub-sections 16.2, 16.3, and 16.4 below are internal DCFS/Probation 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 Placed Children. A copy of the COUNTY's current policies and procedures is attached herein as Exhibit N, DCFS/Probation Intensive Services Foster Care Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures.

**16.1 Corrective Action Plan (CAP)**

When DCFS/Probation reasonably determines in its sole discretion, that a CONTRACTOR's deficiencies are amenable to correction, DCFS/Probation may require CONTRACTOR to provide a Corrective Action Plan and DCFS/Probation and CONTRACTOR may enter into a Corrective Action Plan. A CAP shall serve as CONTRACTOR's commitment to remedy such deficiencies. The CAP procedures are further discussed in Exhibit N, DCFS/Probation Intensive Services Foster Care Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures.

16.1.1 Notwithstanding the above, Audit Remedies and Procedures which require a CAP to include repayment of Overpayments, governed by MPP 45-304 through 45-306 inclusive, will be included in the CAP after COUNTY's review of MPP 45-304.126, if appropriate. CONTRACTOR will be provided with State Form Notice of Action 1261. The voluntary agreement to repay an Overpayment by

CONTRACTOR, set forth in a CAP shall be in compliance with MPP 45-305.2.23. If CONTRACTOR disputes the Overpayment, COUNTY's additional contract remedies available for a CAP including, but not limited to, those remedies described in Part I, Section 16.0 Hold Status, Do Not Refer Status, Do Not Use Status and Corrective Action Plan, if the issue in dispute is solely the repayment of the identified Overpayment, governed by MPP 45-304 through 45-306, inclusive, will be contingent on: a) exhaustion of due process in favor of COUNTY, and CONTRACTOR fails to repay the Overpayment; and/or, b) a voluntary or involuntary agreement to repay the Overpayment exists with COUNTY, and CONTRACTOR fails to repay the Overpayment pursuant to the voluntary or involuntary agreement.

16.1.2 However, when any other additional disputes exist, either solely or in addition to the Overpayment issues, COUNTY may employ the use of contract remedies as described in Part I, Section 16.0 Hold Status, Do Not Refer Status, Do Not Use Status and Corrective Action Plan above, as it pertains to non-Overpayment, regardless of the Overpayment being in dispute and any outstanding due process or administrative remedies which may exist for a disputed Overpayment.

## 16.2 Hold Status

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

16.2.1 Notwithstanding the above, COUNTY may also elect to employ a Hold status (Sub-section 16.2.), unless child safety is at issue, involving Overpayments only after compliance with MPP 45-304 through 45-306 inclusive, under circumstances where CONTRACTOR has failed to repay COUNTY per voluntary agreement (MPP 45-305.2.21 through 45-305.2.24), failed to repay per voluntary agreement pursuant to MPP 45-304.1.124, or failed to

voluntarily repay COUNTY and after exhaustion of due process in COUNTY's favor (MPP 45-304.51 through 45-304.52).

16.2.2 COUNTY retains the right to impose a Hold status on individual resource foster homes at any time during investigations, auditing or monitoring when based on prima facie evidence, DCFS reasonably believes, in its sole discretion, that the resource foster parent has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the resource foster parent in issues of abuse or neglect; there is serious risk of abuse or neglect; or noncompliance with a significant requirement of this Contract for which the resource foster parent(s) failed to ensure protection, care, and safety of placed children.

16.2.2.1 Under warranted circumstances, a Hold Status may be rescinded, on a resource foster parent as provided in Exhibit N, DCFS Intensive Services Foster Care Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures.

### 16.3 Do Not Refer Status

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

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

16.3.1 Notwithstanding the above, COUNTY may also elect to employ a DNR status (Sub-section 16.3), unless child safety is at issue, involving Overpayments only after compliance with MPP 45-304 through 45-306 inclusive, under circumstances where

CONTRACTOR has failed to repay COUNTY per voluntary agreement (MPP 45-305.2.21 through 45-305.2.24), failed to repay per voluntary agreement pursuant to MPP 45-304.1.124, or failed to voluntarily repay COUNTY and after exhaustion of due process in COUNTY's favor (MPP 45-304.51 through 45-304.52).

#### 16.4 Do Not Use Status

Notwithstanding any other provision of this Contract, COUNTY retains the right to remove or cause to be removed any or all Placed Children from the CONTRACTOR's care by placing CONTRACTOR on Do Not Use Status (DNU Status), when COUNTY reasonably believes, in its sole discretion, based upon prima facie evidence that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/programmatic requirement of this Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Sub-section 16.1 above, and as further described in Exhibit N, DCFS/Probation Intensive Services Foster Care Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures.

Under unique, warranted circumstances, a DNU Status may be rescinded, as provided in Exhibit N, DCFS/Probation Intensive Services Foster Care Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures.

16.4.1 Notwithstanding the above, COUNTY may also elect to employ a DNU status (Sub-section 16.4), unless child safety is at issue, involving Overpayments only after compliance with MPP 45-304 through 45-306 inclusive, under circumstances where CONTRACTOR has failed to repay COUNTY per voluntary agreement (MPP 45-305.2.21 through 45-305.2.24), failed to repay per voluntary agreement pursuant to MPP 45-304.1.124, or failed to voluntarily repay COUNTY and after exhaustion of due process in COUNTY's favor (MPP 45-304.51 through 45-304.52).

#### 16.5 Notice Requirements

COUNTY will notify CONTRACTOR in writing within 72 hours of DCFS'/Probation's decision to place CONTRACTOR on Hold or intention to implement Do Not Refer or Do Not Use Status. Verbal notification of such actions will be provided prior to or at the time of CONTRACTOR's placement on Hold/DNR/DNU Status to the extent possible. To the extent possible and reasonable, and without interfering with any law enforcement investigation, and consistent with statutes and regulations related to confidentiality laws, notification will include the reason(s) for placing CONTRACTOR on Hold Status, or implementing Do Not Refer or Do Not Use Status.



COUNTY will notify CONTRACTOR in writing 15 days prior to DCFS' intention to place CONTRACTOR on Hold for Administrative reasons (except insurance provisions). COUNTY will notify CONTRACTOR in writing within 72 hours prior to DCFS'/Probation's intention to implement Do Not Refer or Do Not Use Status related to Administrative reasons (except insurance provisions). Verbal notification of such actions will be provided prior to or at the time of CONTRACTORS's placement on Hold/DNR/DNU Status to the extent possible. To the extent possible and reasonable, and without interfering with any law enforcement investigation, and consistent with statutes and regulations related to confidentiality laws, notification will include the reason(s) for placing CONTRACTOR on Hold Status.

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

#### 16.6 Disagreement with Decision

Other than overpayment determinations subject to MPP 45-304 through 45-306 inclusive, CONTRACTOR may challenge the COUNTY action in accordance with DCFS/Probation local agency policies and procedures (please refer to Exhibit N) then in effect, and thereafter, CONTRACTOR may appeal through the dispute resolution procedures described in Part I, Section 20.0 herein.

#### 16.7 Termination Hold Status

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

### **17.0 FINANCIAL REPORTING**

This section may be changed, updated or amended to incorporate The California Department of Social Services (CDSS) Financial reporting and cost reporting forms for Foster Family Agencies as identified in the Interim Licensing Standards or in All County Letters, Information Notices, Foster Care Audits and Rates Letters or other

notices issued by CDSS.

- 17.1 CONTRACTOR shall report annual revenues and expenditures on the Annual Revenue and Expenditure Report (Exhibit C-3). This report will require sign-off, under penalty of perjury, by CONTRACTOR'S Chief Executive Officer, or Chief Financial Officer or CONTRACTOR's Administrator, as defined in the Interim Licensing Standards, Title 22, Division 6, Chapter 8.8, Foster Family Agencies, Articles 9, and Subchapter 1, Section 88264, and as updated by the California Department of Social Services).
- 17.2 The Annual Revenue and Expenditure Report shall be submitted to the County 120 days following the close of the CONTRACTOR's Fiscal Year.
- 17.3 If the Contract starts on a date other than the beginning of the Contractor's Fiscal Year, then the initial report shall be for a period less than twelve (12) months, ending on the last day of the Contractor's fiscal year.
- 17.4 In the event that the Annual Revenue and Expenditure Report is not timely submitted, the COUNTY may take action, pursuant to policies and procedures outlined in Part I, Section 16.0. In the event the "Notice of Intent to Place on Administrative Hold status is implemented, the COUNTY shall notify CONTRACTOR in writing within ten (10) days prior to such status being used
- 17.5 The Contractor's Annual Revenue and Expenditure Report, shall include a copy of the required State of California Department of Social Services Total Program Cost Display (Form FCR 12 FFA).

#### 17.5.1 Submission of IRS and EDD Transcripts

CONTRACTOR shall submit to COUNTY a true and correct and complete copy of its Internal Revenue Service (IRS) and Employment Development Department (EDD) Account Transcripts showing each of its quarterly IRS Form 941 and EDD Form DE-9 filings (hereafter "IRS and EDD Transcripts"). CONTRACTOR shall submit its IRS and EDD Transcripts in a timely fashion, as set forth in this Contract, and time shall be of the essence with regard to the submission of the IRS and EDD Transcripts to the COUNTY.

- 17.5.1.1 CONTRACTOR shall submit to the COUNTY its IRS and EDD Transcripts which includes its IRS Form 941 and EDD Form DE-9 filings, filed during the first and second quarters of the calendar year, not later than September 30, of the year in which the IRS Form 941 and EDD Form DE-9 were filed.

17.5.1.2 CONTRACTOR shall submit to the COUNTY its IRS and EDD Transcripts which includes its IRS Form 941 and EDD Form DE-9 filings, filed during the third and fourth quarters of the calendar year, not later than March 31, of the year immediately following the year in which the IRS Form 941 and EDD Form DE-9 were filed.

17.5.1.3 In the event CONTRACTOR does not file the IRS Form 941 and EDD Form DE-9 during a quarter, CONTRACTOR shall submit to the COUNTY, in addition to the transcripts identified in 18.5.1.1 and 18.5.1.2, a true and correct copy of its Internal Revenue Service Verification of Nonfiling ("IRS VN") and Employment Development Department Employer Account Statement ("DE-2176").

17.5.1.4 CONTRACTOR shall submit its IRS and EDD Transcripts, and any IRS VN and EDD DE-2176 by mail, addressed as set forth below:

Department of Children and Family Services  
Contracts Administration Division  
Compliance Section - Fiscal  
3530 Wilshire Boulevard. 5<sup>th</sup> Floor  
Los Angeles, CA 90010

17.5.1.5 CONTRACTOR and COUNTY agree that each and every IRS and EDD Transcript and IRS VN and EDD DE-2176 submitted to the COUNTY, or which should have been submitted by CONTRACTOR to the COUNTY pursuant to the terms of this Contract, is incorporated by reference into this Contract and the parties shall not assert that any such document constitutes parole evidence.

17.5.1.6 CONTRACTOR and COUNTY agree that the copies of each and every IRS and EDD Transcript and IRS VN and EDD DE-2176 submitted to the COUNTY pursuant to the terms of this Contract shall become the property of the COUNTY.

17.5.1.7 CONTRACTOR understands and acknowledges that COUNTY is subject to the provisions of the California Public Records Act; consequently, every IRS Transcript and EDD Transcript and IRS VN and EDD DE-2176 submitted to the COUNTY pursuant to the terms of this Contract becomes a matter of public record, with the exception of those parts of each submitted document which are specifically identified,

and plainly marked, by the CONTRACTOR, at the time of submission to the COUNTY, as exempt from disclosure pursuant to the provisions of the California Public Records Act. For purposes of this Contract, parts of each submitted document are not specifically identified and plainly marked unless they specifically identify the legal authority and operative facts which exempt the part from disclosure pursuant to the California Public Records Act.

17.5.1.8 CONTRACTOR and COUNTY agree that the COUNTY shall not, in any way, be liable or responsible for the disclosure of any IRS and EDD Transcripts, IRS VN and EDD DE-2176, or any part of any IRS and EDD Transcripts or IRS VN and EDD DE-2176, if disclosure is required or permitted under the California Public Records Act or otherwise by law.

17.5.1.9 CONTRACTOR and COUNTY agree that a blanket statement of exemption, confidentiality or the marking of each page of an IRS Transcript and EDD Transcript or IRS VN and EDD DE-2176 as exempt or confidential shall not be sufficient to exempt the IRS and EDD Transcripts, IRS VN and EDD DE-2176, or any portion thereof, from disclosure by the COUNTY. The CONTRACTOR must specifically label only those portions of the IRS and EDD Transcripts or IRS VN and EDD DE-2176 which are exempt from disclosure pursuant to the California Public Records Act and provide a citation to the legal authorities which render the portion exempt from disclosure.

17.6 The Annual Revenue and Expenditure Report and total program cost display shall be mailed to: (This may be changed to a web portal for electronic submission by the Contractor's)

Department of Children and Family Services  
Contracts Administration Division  
Fiscal Compliance Section  
Attn: Annual revenue and Expenditure Report  
3530 Wilshire Boulevard. 5<sup>th</sup> Floor  
Los Angeles, CA 90010

All use of funds must be in compliance with 2 Code of Federal Regulations (2 CFR) 1.100 title 1, part 1, section 100 or in 2 CFR Part 200, and as in the California Welfare and Institutions Code and in the current version of the California Manual of Policies and Procedures.

## 18.0 REPORTING REQUIREMENTS

- 18.1 The CONTRACTOR shall prepare and submit a report in each instance enumerated in Part I, Section 5.0 General Insurance Requirements, Sub-section 5.4, Notification of Incidents, Claims or Suits.
- 18.2 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.
- 18.3 CONTRACTOR shall: (1) maintain copies of the Board of Directors' minutes in a readily accessible location; (2) provide COUNTY with copies of Board of Directors' minutes within 24 hours of request by COUNTY, except when the minutes requested describe a meeting that occurred during the past 45 days; (3) for minutes from a meeting that occurred within 45 days of COUNTY's request, provide the COUNTY with a copy of those minutes within 3 days of the request; and (4) report in writing all changes of membership, and officers of the Board of Directors, to the Program Manager(s) within one week of such changes (whether or not COUNTY requests information on such changes (whether or not COUNTY requests information on such changes)).
- 18.4 CONTRACTOR shall report in writing to the Program Manager all administrative changes, including but not limited to: changes to the Board of Directors and its officers within one week of such changes, whether or not COUNTY requests information on such changes; and any changes to CONTRACTOR's name, corporate or facility address, Contact Person(s), or Contractor's Authorized Officials.
- 18.5 CONTRACTOR shall maintain, and provide to the County as requested, an Annual Report listing all Outside Employment Activities Exhibit W, for all Contractor's employees. If Contractor uses independent contractors to provide case management, social work, or any other services to children and families described in this contract, those independent contractors should be included in the Report on Outside Employment Activities. Contractor's employees and Independent contractors shall certify the accuracy of the information provided on the Report on Outside Employment Activities.
  - 18.5.1 Contractor shall maintain, and provide to the County as requested, an Annual Report on Conflict of Interest Exhibit W-1, for all Contractor's Corporate Officers, Board of Director's members, and volunteers. Contractor's Corporate Officers, Board of Director's members, and volunteers shall certify the accuracy of the information provided on the Report on Conflict of Interest.

## **19.0 RECORDS AND INVESTIGATIONS**

- 19.1 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, Chapter 4, Section 83070 and 83070.1 and Chapter 8.8, Sections 88070, 88070.1, 88270 and 88270.1; and the relevant provisions in this Contract, including this Section 19.0, and CONTRACTOR's Plan of Operations and Program Statement (Exhibit A-13). Such records shall include, but not be limited to, placement and termination documents, medical and dental records, a record of court orders allowing psychotropic medication, Placed Children's financial records (clothing, allowances, earnings, medical expenses, etc.), diagnostic evaluations and studies, Placed Child interviews, special incident reports, social worker progress notes (including treatment, school, extracurricular activities at school or in the Community, etc.), and notes on Services provided by the various professional and paraprofessional staff (treatment, recreation, child care, etc.). The records shall be in sufficient detail to permit an evaluation of Services provided. The information in the Placed Child's record, maintained at CONTRACTOR's offices, shall be confidential, kept in a locked file, and made available only to selected staff who require it for needs and Services planning.
- 19.2 CONTRACTOR shall maintain accurate and complete financial records of all its activities and operations relating to this Contract in accordance with generally accepted accounting principles and which meet the requirements for contract accounting described in Auditor-Controller Contract Accounting and Administration Handbooks, Exhibit C-1. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract.
- 19.3 CONTRACTOR shall maintain and retain records on each Resource Family Home and Resource 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.
- 19.4 All records described in Sub-sections 19.1 through 19.3 hereof, supporting documents, statistical records, and all other records pertinent to performance of this Contract, including, but not limited to, all timecards and other employment records and confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County or contiguous county and shall be made available to COUNTY, State or Federal authorities, as provided by applicable law, during the term of this Contract and either for a period of five (5) years after the expiration of the

term of this Contract or for a period of three (3) years from the date of the submission of the final expenditure report, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review, or audit is started, the records shall be retained until all litigation, claims, financial management reviews, or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County or contiguous county, then, at COUNTY's sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section. CONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual, Section 23-353.

- 19.5 COUNTY retains the right to inspect, monitor, and conduct investigations of CONTRACTOR's program/fiscal operations, performance and contract compliance without prior notice to CONTRACTOR seven days a week, 24 hours a day. Unannounced audits, monitoring, interviews with children 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, monitoring, 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, monitor, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Contract. The Auditor-Controller/Department of Children and Family Services/Probation Fiscal Audit Phases, Fiscal Audits of Foster Family Agency Foster Care Services Contractors (Exhibit C-2), details the audit protocols followed by the Auditor-Controller and DCFS/Probation during fiscal audit reviews.
- 19.6 Such program reviews, investigations, and/or audits shall encompass all of CONTRACTOR's financial, program, Resource Foster Parent, Subcontractor, and Placed Children's records related to Services provided under this Contract, and any other financial transactions, as determined necessary by COUNTY to ensure that AFDC-FC funds have been accounted for and Expended in accordance with Part I, Section 25.0, 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 Contract. CONTRACTOR's employee records may be reviewed in accordance with

State and federal labor laws. CONTRACTOR shall enlist the cooperation of all Subcontractors, staff, and Board members in such efforts.

- 19.7 Upon request, CONTRACTOR shall provide COUNTY with photocopies of records and documents, including Placed Children records, Resource 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.
- 19.8 CONTRACTOR shall be responsible for annual or triennial financial audits, as applicable, of its agency and shall require Subcontractors to be responsible for its annual or triennial financial audits, as applicable, when required by any governmental entity (e.g. Federal government, the California Department of Social Services (CDSS), COUNTY) to be conducted by an independent audit firm and in accordance with generally accepted governmental auditing standards. Within thirty (30) days after issuance of the audit reports, CONTRACTOR shall forward copies of such reports to:

Department of Children and Family Services  
Contracts Administration Division  
Attention: ISFC FFA Contract Analyst  
425 Shatto Place, Room 400  
Los Angeles, California 90020

and to:

Attention: Supervising Deputy Probation Officer  
Probation Department  
Placement Permanency & Quality Assurance  
Intensive Services Foster Care Monitoring/Investigations  
11701 South Alameda Street, 2<sup>nd</sup> Floor  
Lynwood, CA 90262

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

#### 19.10 Record Keeping During and After a Disaster

CONTRACTOR shall ensure that all records for placed children/youth are current and accessible to the greatest extent possible at all times, including during and after a disaster(s). This includes, but is not limited to records



related to Health, Medical, Dental, Mental Health, Vision, Education, Job Training, etc.

19.11 Failure on the part of CONTRACTOR to comply with the provisions of this Section shall constitute a material breach of this Contract 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 Part I, Section 16.0, Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan. If CONTRACTOR disagrees that there has been a material breach, CONTRACTOR may exercise its rights consistent with Part I, Section 20.0 Dispute Resolution Procedures of this Contract.

## **20.0 DISPUTE RESOLUTION PROCEDURES**

20.1 CONTRACTOR and COUNTY agree to act promptly and diligently to first mutually resolve any disputes, pursuant to procedures set forth in this Contract. All such disputes shall thereafter be subject to the provisions of this Section 20.0.

20.2 CONTRACTOR and COUNTY agree that, the existence and details of a dispute notwithstanding, both parties shall continue to perform hereunder, except for any performance which COUNTY determines should not be performed as a result of such dispute consistent with Part I, Section 16.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, of this Contract. COUNTY shall continue to pay sums not in dispute, during any such period of continued performance.

20.3 Nothing in this Section 20.0 herein prevents COUNTY or CONTRACTOR from seeking provisional remedies, such as injunction or extraordinary relief such as a writ. If the matter involves an overpayment, CONTRACTOR or COUNTY shall have first implemented the remedies and relief mandated by State regulations.

20.4 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.

20.5 If the matter involves an overpayment, CONTRACTOR or COUNTY shall have first implemented the remedies and relief mandated by State regulations prior to seeking other forms of relief set forth in Section 20.0. As to any dispute arising out of or relating to this Contract, which is not governed by other statutes or regulations expressly relating hereto, including but not

limited to Overpayments, including the breach, termination or validity thereof, which has not been resolved by the filing of a claim pursuant to Sub-section 20.4 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.

- 20.6 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.
- 20.7 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.
- 20.8 As to any dispute arising out of or relating to this contract which specifically involves an Overpayment, dispute resolution and remedies set forth in the identified MPP are controlling and administrative remedies shall be exhausted by COUNTY and CONTRACTOR prior to any other remedy or resolution being implemented under Part I, Section 20.0 or any other applicable law, statute, or regulation.

## **21.0 INTERPRETATION OF CONTRACT**

### 21.1 Validity

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

### 21.2 Governing Laws, Jurisdiction and Venue

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

### 21.3 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 Contract or stopping COUNTY from enforcing the full provisions thereof.

#### 21.4 Caption Headings

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

### **22.0 CONTRACT ENFORCEMENT, OUT OF HOME CARE MANAGEMENT, MONITORING, AND REVIEW**

- 22.1 The Director shall be responsible for the enforcement of this Contract on behalf of COUNTY and shall be assisted therein by those officers and employees of COUNTY having duties in connection with the administration thereof. 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 Contract.
- 22.2 CONTRACTOR hereby agrees to cooperate with the Director, Program Manager, and any duly authorized County, State or Federal government representative, in the review and monitoring of CONTRACTOR's program, records and procedures, as set forth in Part I, Section 19.0, Records and Investigations.
- 22.3 COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all this Contract's terms and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of this Contract in jeopardy if not corrected may be reported to the Board of Supervisors. The report may include CONTRACTOR's response to these deficiencies and improvement/corrective action measures taken by COUNTY and CONTRACTOR. If improvement does not occur in a manner consistent with such corrective action measures, COUNTY may terminate this Contract or take action consistent with Part I, Section 16.0, Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan.

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

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

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

23.2 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.

23.3 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.

23.4 In the event 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 Contract. COUNTY's notice to CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) Days of the Board's approval of such actions, unless this Contract is terminated for convenience.

### **24.0 TERMINATION OF CONTRACT BY CONTRACTOR FOR CONVENIENCE**

24.1 This Contract may be terminated when such action is deemed by CONTRACTOR to be in its best interest. Termination of this Contract shall be effective by the delivery to COUNTY of written notice of termination pursuant to Part I, Section 9.0, Notices, specifying the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ninety (90) Days after the notice is sent, unless COUNTY notices CONTRACTOR, pursuant to Part I, Section 9.0, Notices, that the termination will be effective in thirty (30) Days. In the event of a breach by COUNTY under this Contract, CONTRACTOR shall have all remedies available at law, subject to the terms of Part I, Section

## 20.0, Dispute Resolution Procedures.

- 24.2 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 Contract for any terminated Services, provided that such amounts may be offset against any amounts COUNTY claims are due from CONTRACTOR pursuant to the terms of this Contract.
- 24.3 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.

## **25.0 USE OF FUNDS**

- 25.1 CONTRACTOR shall be organized and operated as a Federal Tax Exempt and non-profit corporation throughout the term of this Contract and conduct itself in accordance with all accounting and operating requirements of such status.
- 25.2 CONTRACTOR shall use AFDC-FC funds paid to and Expended by CONTRACTOR only for the placement, 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, and including expenditures consistent with MPP 11-404. By August 1 of each year, CONTRACTOR shall submit to COUNTY a cost allocation plan, which provides for the reasonable allocation of CONTRACTOR's Expenditures for the then current fiscal year. CONTRACTOR's cost allocation plan shall be developed in accordance with the principles included in OMB Title 2 of the CFR (Exhibit C) or any publication that supersedes these OMB circulars and the Auditor-Controller Contract Accounting and Administration Handbook Handbooks, Exhibit C-1.
- 25.3 CONTRACTOR shall expend foster care funds on reasonable and allowable Expenditures in providing the necessary placement, care and Services, as specified in this Contract, for children placed by COUNTY. The determination of reasonable and allowable Expenditures shall be in accordance with OMB Title 2 of the CFR (Exhibit C) or any publication that

supersedes these OMB circulars, and Auditor-Controller Contract Accounting Administration Handbooks, Exhibit C-1; Manual of Policies and Procedures Sections 11-400, 11-402, 11-403, 11-404, and 11-420; and 45 CFR 74.27. Any AFDC-FC funds un-Expended in accordance with the above will be disallowed on monitoring/audit, and will require repayment by CONTRACTOR. Any dispute regarding repayment of funds will be governed by the provisions outlined in Part 1, Section 20.0 Dispute Resolution Procedures. If the dispute is solely pertaining to an Overpayment, the procedures and remedies set forth in MPP 45-304 through 45-306 and 11-404 inclusive, shall be controlling and must be exhausted, per Section 20.8, prior to any other remedy or resolution being implemented under Part 1, Section 20.0 or other applicable law, statute, or regulation.

- 25.4 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 Contract are subject to review and/or audit by DCFS, Probation, COUNTY's Auditor-Controller or its designee, as set forth in Exhibits C, C-1 and C-2. In the event this Contract is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR's liability for such audit exceptions, as determined by DCFS or Probation, upon demand by COUNTY. Upon notice by 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.
- 25.5 Notwithstanding any other provision of this Contract, in addition to all other rights to monitor, including but not limited to audit, CONTRACTOR and COUNTY agree that it is the intent of the parties that COUNTY shall have the right to audit any and all use of AFDC-FC funds, paid to and Expended by CONTRACTOR, in order to ensure that all Expended and unspent funds are accounted for and that unspent funds are held for the future benefit of Placed Children, and to determine the appropriate disposition of unallowable Expenditures.
- 25.6 Total accumulated unexpended funds (TAUF) shall include (1) CONTRACTOR's current unexpended funds. If facts suggest the possibility of fraud or significant abuse, COUNTY reserves the right to review uses of unexpended funds accumulated in periods prior to the Contractor's current fiscal year. CONTRACTOR's TAUF shall be reflected on its Annual Revenue and Expenditure Report (Exhibit C-3), and discussed in the Contractor's Annual Cost Allocation Plan.

At the end of any given CONTRACTOR fiscal year, any TAUF that is equal to or less than the total expenditures for the COUNTY's Program for the two most current months in the Contractor's completed fiscal year, will hereafter

be referred to as the TAUF Ceiling, must be used for the benefit of Placed Children for reasonable and allowable costs. In the event that CONTRACTOR's TAUF, at the end of any given CONTRACTOR fiscal year, exceeds the TAUF Ceiling, CONTRACTOR shall develop a plan regarding how to utilize the TAUF for the benefit of Placed Children for reasonable and allowable costs, and shall submit the plan to DCFS for review and approval within 180 Days of the fiscal year end. The Uniform Administrative Requirements in 2 CFR 1.100 title 1, section 100 and in the Section 11-404.2 through 11-404.2.24 of the State of California Manual of Policy and Procedure provides examples of permissible uses of unexpended funds. Said Sections may provide a guideline for permissible uses of TAUF. However, all CONTRACTOR plans for uses of TAUF require pre-approval by the California Department of Social Services (CDSS) Foster Care Audits and Rates Bureau.

The Contractor shall submit its requested plan to the County DCFS, that includes a copy of the pre-approval issued by the CDSS Foster Care Audits and Rates Bureau to DCFS and allow 60 days to receive a response. CONTRACTOR's failure to develop an appropriate plan for the utilization of TAUF, or the expenditure of TAUF without a COUNTY approved plan shall constitute a material breach of the Contract. In such instance, COUNTY may take appropriate action, pursuant to this Contract, including, but not limited to, that under Part I, Section 16.0, Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, with the understanding that CONTRACTOR may appeal the final decision pursuant to the Dispute Resolution Procedures in Part I, Section 20.0.

## **26.0 REAL PROPERTY, EQUIPMENT, FIXED ASSETS**

- 26.1 CONTRACTOR shall fully comply with all applicable federal, State, and County laws, ordinances, and regulations in acquiring any and all real property, furniture, fixtures, equipment, materials, and supplies with funds obtained under this Contract.
- 26.2 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.
- 26.3 CONTRACTOR shall, for any Real Property, land or Fixed Asset costing \$35,000 or more of funds provided to CONTRACTOR through this Contract, submit to COUNTY, at least 15 business days prior to any purchase (including Capital Leases as defined by Generally Accepted Accounting Principles (GAAP)), an analysis demonstrating that the purchase is less costly to CONTRACTOR than other leasing alternatives. CONTRACTOR shall also stipulate the source of all funds to be used for the purchase of the subject property. In the event that any funds to be used in the purchase will

be from the current year Contract or TAUF (as defined in Part I, Section 25.0 Use of Funds, Sub-section 25.6), then CONTRACTOR shall obtain COUNTY's prior written approval for the purchase by notifying COUNTY by USPS Mail. COUNTY shall, within 15 working days of receipt of any such request for approval, provide a written response to CONTRACTOR by USPS Mail. If COUNTY's response is not received within 10 working days, CONTRACTOR will notify the Director's designee.

26.4 Upon obtaining COUNTY's prior written approval, the items referenced in Sub-section 26.3 above may be purchased and owned by CONTRACTOR as provided by law. If such prior written approval is not obtained by CONTRACTOR, no title to any of the items referenced in Sub-section 26.3 above will vest with CONTRACTOR. All Fixed Assets not requiring COUNTY's prior written approval, as described in Sub-section 26.3 above, shall be deemed owned by CONTRACTOR.

## **27.0 INDEMNIFICATION**

The CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, agents and volunteers ("COUNTY Indemnities") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the COUNTY Indemnities.

## **28.0 SALARIES AND COMPENSATION**

### **28.1 Executive Compensation**

All executive compensation shall be reported for each executive officer. The reasonableness standards and criteria for executive compensation are contained in Internal Revenue Code Section 4958. This rule shall apply to all individuals of the non-profit corporation deemed by the Internal Revenue Service (IRS) to be anyone in a position to exercise substantial influence over a non-profit corporation's affairs. This rule may apply to the individual's immediate family as well as to family-controlled entities. Compensation provided in accordance with Internal Revenue Code Section 4958 shall be deemed to be reasonable for the purposes of reporting AFDC-FC costs.

### **28.2 Social Work Services**

Salaries for Social Work services shall be for the reasonable social work activities provided as defined in Section 11-400s (4) of the California Department of Social Services Manual of Policies and Procedures (MPP).



In the event COUNTY discovers an Excess Salary or Excess Compensation, or Excess Benefits payment was made to CONTRACTOR which can be defined as a collectable Overpayment, CONTRACTOR may avail of the informal and formal hearing procedures provided for in MPP 45-306. Once due process has expired, or administrative remedies are exhausted in favor of COUNTY, COUNTY may seek additional recourse for collection in compliance with MPP 45-304 through 45-306, inclusive, including interest and other remedies as set forth in the CONTRACT, by and between COUNTY and CONTRACTOR.

## **29.0 USE OF DONATED FUNDS**

29.1 CONTRACTOR shall not commingle funds paid by COUNTY to the CONTRACTOR for the purchase of goods or the provision of services performed pursuant to this contract with any other funds, regardless of the source of those other funds.

29.1.1 If CONTRACTOR receives outside donations, it shall record all donated funds separately in their accounting records from funds paid by COUNTY to the CONTRACTOR for the purchase of goods or the provision of services performed and paid for pursuant to this contract under the CONTRACTOR's California Department of Social Services Foster Care Rates Program(s) as identified on Exhibit A-15, associated with the CDSS Community Care Licensing Division Facility license number(s) as identified on Exhibit A-14.

29.2 If CONTRACTOR uses any donated funds to pay for any expenses related to the purchase of good or the provision of services performed pursuant to this contract, then the CONTRACTOR shall maintain accounting records that clearly identify the specific item, or items, service, or services, on which the donated funds were expended. The CONTRACTOR shall also maintain accounting records that clearly identify that donated funds were expended. Furthermore, CONTRACTOR's accounting records shall conform to the accounting requirements of this contract, which include, but are not necessarily limited to, the cost reporting requirements of OMB Title 2 of the CFR, Exhibit C; and the Auditor-Controller Contract Accounting and Administration Handbooks, Exhibit C-1.

29.3 Contractor must also conform to the audit provisions in OMB Title 2 of the CFR, or any publication that supersedes these OMB circulars. The applicable provisions of CDSS CCLD Manual of Policy and Procedures (MPP) sections 11-402, 11-403, 11-404, and 11-405 and Exhibits C-1, Auditor-Controller Contract Accounting and Administration Handbooks.

**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES AND PROBATION  
DEPARTMENT  
FOSTER CARE PLACEMENT SERVICES MASTER CONTRACT FOR INTENSIVE  
SERVICES FOSTER CARE FOSTER FAMILY AGENCY FOR CHILDREN WITH  
SERIOUS EMOTIONAL AND BEHAVIORAL NEEDS**

**PART II: STANDARD TERMS AND CONDITIONS**

**FOSTER CARE PLACEMENT SERVICES MASTER CONTRACT FOR INTENSIVE  
SERVICES FOSTER CARE FOSTER FAMILY AGENCY FOR CHILDREN WITH  
SERIOUS EMOTIONAL AND BEHAVIORAL NEEDS**

**STANDARD TERMS AND CONDITIONS**

**1.0 ADMINISTRATION OF CONTRACT – COUNTY**

A listing of all COUNTY Administration referenced in the following Sub-sections is designated in Exhibit U, COUNTY's Administration. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

**1.1 COUNTY's Program Manager**

The responsibilities of the COUNTY's Program Manager include:

- ensuring that the objectives of this Contract are met;
- making changes in the terms and conditions of this Contract in accordance with Part II, Section 5.0, Change Notices and Amendments; and
- providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements
- meeting with CONTRACTOR's Program Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

The COUNTY's Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

**1.2 COUNTY's Contract Program Monitor**

The COUNTY's Program Monitor is responsible for overseeing the day-to-day administration of this Contract. The Program Monitor reports to the COUNTY's Program Director.

**1.3 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the COUNTY will exercise a contract term extension option.**

## **2.0 ASSIGNMENT AND DELEGATION**

- 2.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Sub-section 2.1, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under the Contract shall be deductible, at COUNTY's sole discretion, against the claims, which the CONTRACTOR may have against COUNTY.
- 2.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.
- 2.2.1 Any withdrawal or change of shareholders, members, directors or other persons named on CONTRACTOR's Community Care license application (which significantly changes CONTRACTOR's program as it existed at the time of the execution of this Contract) or any change in the license under CONTRACTOR's Community Care license is an assignment requiring COUNTY consent.
- 2.2.2 Any payments by COUNTY to CONTRACTOR or its assignee, or acceptance of any payments by COUNTY from CONTRACTOR or its assignee on any claim under this Contract shall not waive or constitute COUNTY consent.
- 2.2.3 Upon assignment and/or delegation, each and all of the provisions, agreements, terms, covenants, and conditions herein contained, shall be binding upon both CONTRACTOR and upon any assignee/delegate thereof.
- 2.3 Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, Subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the

Contract which may result in the termination of the Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

### **3.0 AUTHORIZATION WARRANTY**

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

### **4.0 BUDGET REDUCTION**

In the event that the County's Board of Supervisors adopts, in 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, the COUNTY reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the CONTRACTOR under this Contract shall also be reduced correspondingly. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar Days of the Board's approval of such actions. Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all of the services set forth in this Contract.

### **5.0 CHANGES AND AMENDMENTS**

COUNTY reserves the right to change any portion of the work required under this Contract, or make amendment to such other terms and conditions as may become necessary. For any material change to the Contract not requested by CONTRACTOR, COUNTY shall give CONTRACTOR 30-days prior written notice delivered by electronic mail, of its intent to make an amendment. Any significant cost impact associated with such an amendment shall be addressed in developing the amendment. A significant cost impact, as used in this section, is defined as a cumulative cost increase of \$1,200 annually. Contract changes shall be in writing and accomplished in the following manner:

- 5.1 Exhibits A-1, A-5, C-3, D through D-3, Exhibits E, F, G, H, K, O, S, and T, may be changed unilaterally by COUNTY to reflect any changes in applicable federal, state or local laws, regulations, ordinances, court orders, court rules or in COUNTY policies. If the change will result in a significant cost impact an amendment will be prepared by COUNTY and executed by CONTRACTOR. If the change will result in no significant cost increase the amendment will be effective upon delivery of the replacement exhibit by

electronic mail to the CONTRACTOR's e-mail address and USPS Mail to the address of CONTRACTOR set forth in Part I, Section 9.0, Notices. CONTRACTOR shall be responsible for monitoring changes to any applicable laws, ordinances, regulations, and court rules impacting this Contract. CONTRACTOR shall at all times remain in compliance with all such laws, ordinances, regulations, and court rules, whether or not COUNTY has delivered a replacement exhibit.

- 5.2 For any other 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 Contract, or for any change in CONTRACTOR's Plan of Operations and Program Statement, a change notice shall be prepared by COUNTY, and executed by CONTRACTOR and Program Director or designee.
- 5.3 For any change not covered by Sub-sections 5.1 or 5.2, an amendment to this Contract shall be prepared, by COUNTY, signed by CONTRACTOR, and executed by COUNTY as authorized by the COUNTY's Board of Supervisors.

## **6.0 CHILD SUPPORT COMPLIANCE PROGRAM**

- 6.1 Contractor's Warranty of Adherence to County's Child Support Compliance Program
  - 6.1.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the 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 the COUNTY and its taxpayers.
  - 6.1.2 As required by the COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, the CONTRACTOR maintains 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 or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).
- 6.2 Termination for Breach of Warranty to Maintain Child Support Compliance

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Sub-section 6.1, "Contractor's Warranty of Adherence to County's Child Support Compliance Program," shall constitute a default by the CONTRACTOR under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, 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 Contract pursuant to Part II, Section 32.0, Termination for CONTRACTOR's Default, and pursue debarment of the CONTRACTOR, pursuant to County Code Chapter 2.202.

## **7.0 GRIEVANCES**

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

## **8.0 COMPLIANCE WITH APPLICABLE LAWS**

8.1 CONTRACTOR shall conform to and abide by all applicable Municipal, COUNTY, State and Federal laws and regulations, court rules, and ordinances, guidelines, policies and procedures, 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.

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

8.1.2 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 Part I, Section 10.0, Confidentiality, of this Contract.

8.1.3 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).

8.2 Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Contract and may result in termination of this Contract, in accordance with Part II, Section 32.0, Termination for Contractor's Default, of this Contract.

8.3 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 Sub-sections 8.1 hereof and Part II, Sub-section 23.1, Non-Discrimination in Employment.

## **9.0 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 Contract or under any project, program or activity supported by this Contract.

## **10.0 COMPLIANCE WITH JURY SERVICE PROGRAM**

This Contract 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 T, and incorporated by reference into and made a part of this Contract.

### **10.1 Written Employee Jury Service Policy**

10.1.1 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 (Section 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.

10.1.2 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 Fifty Thousand Dollars (\$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 as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) Days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any Subcontractor to perform services for the COUNTY under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Sub-section shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the Contract.

10.1.3 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 Jury Service 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 Contract 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.

10.1.4 CONTRACTOR's violation of this Section of this Contract may constitute a material breach of this 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.

## **11.0 CONFLICT OF INTEREST**

- 11.1 Notwithstanding any other provision of this Contract, no COUNTY employee whose position in COUNTY enables such employee to influence the award or administration of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR herein, or have any other direct or indirect financial interest in this Contract. No officer or employee of COUNTY who may financially benefit from the provision of Services hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation of such Services, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such Services.
- 11.2 No DCFS or Probation employee, either active or on leave status, shall serve as an employee or contractor of CONTRACTOR in any capacity on a full or part-time basis. No DCFS employee either active or on leave status shall be approved 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.
- 11.3 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 Contract. CONTRACTOR warrants that it is not now aware of any facts, which created a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts, which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, without limitation, identification of all persons implicated, and complete description of all relevant circumstances.

## **12.0 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS**

- 12.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, the 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 Opportunity for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants by job

category to the CONTRACTOR. CONTRACTOR shall report all job openings with job requirements to: [GAINGROW@DPSS.LACOUNTY.GOV](mailto:GAINGROW@DPSS.LACOUNTY.GOV) and [BSERVICES@WDACS.LACOUNTY.GOV](mailto:BSERVICES@WDACS.LACOUNTY.GOV) and DPSS will refer qualified GAIN/GROW job candidates.

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

### **13.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST**

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

### **14.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

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

14.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.

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

integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

- 14.4 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 14.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. The CONTRACTOR and DCFS/Probation shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 14.6 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 Contractor Hearing Board.
- 14.7 If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.
- 14.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the

hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

14.9 This Section 14.0 shall also apply to Subcontractors of COUNTY Contractors.

## **15.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTORS to complete the certification in Exhibit L, the COUNTY seeks to ensure that all COUNTY CONTRACTORS, which receive or raise charitable contributions, comply with California law in order to protect the COUNTY and its taxpayers. A CONTRACTOR, which receives or raises charitable contributions without complying with its obligations under California law, commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

## **16.0 COUNTY'S QUALITY ASSURANCE PLAN**

The COUNTY or its agent will monitor CONTRACTOR's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the CONTRACTOR's compliance with all Contract terms and conditions and performance standards. CONTRACTOR deficiencies which COUNTY determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

## **17.0 EMPLOYEE BENEFITS AND TAXES**

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

18.2 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 Contract or CONTRACTOR's performance hereunder.

## **18.0 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 Contract.

## **19.0 EVENTS OF DEFAULT**

### **19.1 Default for Non-Performance**

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

19.1.1 CONTRACTOR has made a material misrepresentation of any required information in the Plan of Operations and Program Statement; or

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

19.2 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.

19.3 CONTRACTOR's failure to comply with the Criminal Clearance background check and/or the Megan's Law Website database check requirements, including certifying a foster home with either an exemption or exception to the Criminal Clearance background check for use by the COUNTY without prior written approval from the COUNTY Program Manager, shall be considered an event of default.

#### 19.4 Default for Insolvency

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

19.4.1 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;

19.4.2 The filing of a voluntary petition in bankruptcy;

19.4.3 The appointment of a Receiver or Trustee for CONTRACTOR;

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

#### 19.5 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.

## **20.0 FORMER FOSTER YOUTH CONSIDERATION**

20.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform Services set forth herein, CONTRACTOR shall give consideration (after COUNTY employees, and GAIN/GROW participants, as described in Part II, Sections 13.0 and 14.0) 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 emailing, a list denoting any position(s) for which hiring is anticipated to:

County of Los Angeles  
Department of Children and Family Services  
Attention: Division Chief, Youth Development Services  
3530 Wilshire Blvd., Suite 400  
Los Angeles, CA 90010  
FAX: ~~(213) 637-0036~~  
Email: to be determined

AND

County of Los Angeles  
Probation Department  
Attention: Director, Youth Development Services  
3530 Wilshire Boulevard, Suite 400  
Los Angeles, CA 90010

20.2 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).

#### **21.0 INDEPENDENT CONTRACTOR STATUS**

This Contract 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 Contract are, for purposes of Workers' Compensation liability, employees solely of CONTRACTOR and not of COUNTY. CONTRACTOR shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with service to COUNTY provided pursuant to this Contract.

#### **22.0 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'.)



## **23.0 NON-DISCRIMINATION IN EMPLOYMENT**

- 23.1 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).
- 23.2 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.
- 23.3 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.
- 23.4 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.
- 23.5 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 Contract. COUNTY reserves the right to determine independently whether the non-discrimination provisions of this Contract have been violated. In addition, a determination by the California Fair Employment Opportunity Commission that CONTRACTOR has violated State or Federal non-discrimination laws or regulations shall constitute a finding by COUNTY that CONTRACTOR has violated the non-discrimination provisions of this Contract.
- 23.6 The parties agree that in the event CONTRACTOR violates the non-discrimination provisions of this Contract, COUNTY shall, at its option, be entitled to a sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating this Contract.

## **24.0 NON-DISCRIMINATION IN SERVICES**

In the performance of this Contract CONTRACTOR shall not discriminate in the delivery of Services as provided in CONTRACTOR's Plan of Operations and Program Statement, attached hereto as Exhibit A-13, 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 Plan of Operations and Program Statement and in compliance with CONTRACTOR's license. Such determination may not be arbitrary and capricious, unreasonable or discriminatory.

## **25.0 NOTICE OF DELAYS**

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

## **26.0 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, attached hereto as Exhibit F.

## **27.0 PROPRIETARY RIGHTS**

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

27.1 To the extent that 45 CFR 95.617 applies to this Contract, this Sub-section 27.2 shall be applicable. Notwithstanding any other provision of this Contract, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with Federal financial participation; additionally, the Federal Government shall have a royalty-free,

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

- 27.2 Any materials, data and information not developed under this Contract, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as “TRADE SECRET”, “PROPRIETARY”, or “CONFIDENTIAL”.
- 27.3 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 Sub-section 27.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.
- 27.4 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Sub-section 27.4 for:
  - 27.4.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Sub-section 27.3;
  - 27.4.2 Any materials, data and information covered under Sub-section 27.2; and
  - 27.4.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law
- 27.5 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, CONTRACTOR shall use whatever security measures are

necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.

27.6 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.

27.7 The provisions of Sub-sections 27.5, 27.6, and 27.7 shall survive the expiration or termination of this Contract.

## **28.0 DISCLOSURE OF INFORMATION**

28.1 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 Contract within the following conditions:

28.1.1 CONTRACTOR shall develop all publicity material in a professional manner and subject to Part I, Section 10.0, Confidentiality, of this Contract.

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

28.1.3 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.

## **29.0 RECYCLED-CONTENT PAPER**

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

## **30.0 SAFELY SURRENDERED BABY LAW**

30.1 Contractor's Acknowledgement of County's Commitment to 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 Exhibit S, 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. Information and posters for printing are available at [www.babysafela.org](http://www.babysafela.org).

### 30.2 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, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit S, Safely Surrendered Baby Law of this Master Agreement. Additional information is available at [www.babysafela.org](http://www.babysafela.org).

## 31.0 SUBCONTRACTING

- 31.1 No performance of this Contract 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, Part D, Section 3.0, Sub-section 3.5.3.3. Any attempt by CONTRACTOR to Subcontract performance of any of the terms of this Contract, in whole or in part, without said consent shall be null and void and shall constitute a breach of the terms of this Contract, upon which Contract may be terminated in accordance with Part II, Section 32.0, Termination for Contractor's Default. CONTRACTOR shall submit each Subcontract to COUNTY for written approval prior to Subcontractor performing any work hereunder.
- 31.2 All of the provisions of this Contract 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 Contract 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."
- 31.3 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.

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

31.4.1 An executed Acknowledgment and Confidentiality Agreement (Exhibit D-2) executed by each Subcontractor and each of Subcontractor's employees approved to perform work hereunder.

31.4.2 Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by Part I, Section 6.0, Insurance Coverage Requirements, of this Contract.

31.4.3 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.

31.5 CONTRACTOR shall provide COUNTY's Program Manager with copies of all executed Subcontracts.

31.6 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 Contract, including, but not limited to, the obligation to properly supervise, coordinate, and perform all work required hereunder.

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

31.8 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.

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

32.1 Upon determining the existence of any one or more of the circumstances heretofore described in Part II, Section 19.0, Events of Default, this Contract

may be subject to termination, by the Board of Supervisors, either immediately or within such longer time period as noticed by COUNTY.

- 32.2 In the event COUNTY terminates this Contract in whole or in part as provided in this Section, COUNTY may recover damages to the extent permitted by applicable law, subject to the terms of Part I, Dispute Resolution Procedures, Section 20.0.

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

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

- 32.4 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.

### **33.0 TERMINATION FOR CONVENIENCE**

- 33.1 The performance of Services under this Contract may be terminated in whole or part when such action is deemed by COUNTY to be in its best interest and such termination is approved by the Board of Supervisors. Termination of Services hereunder shall be effected by delivery to CONTRACTOR of a ninety (90) day advance notice of termination specifying

the extent to which performance of Services under this Contract is terminated and the date upon which such termination becomes effective.

33.2 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:

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

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

33.3 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 Contract for any terminated Services, provided that such amounts may be offset against any amounts COUNTY claims are due from CONTRACTOR pursuant to the terms of this Contract.

#### **34.0 TERMINATION FOR IMPROPER CONSIDERATION**

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

34.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be



made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

### **35.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm, as defined in County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the COUNTY's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by the CONTRACTOR to fully comply with the COUNTY's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the COUNTY may, in its sole discretion, immediately terminate or suspend this Contract.

### **36.0 COVENANT AGAINST CONTINGENT FEES**

- 36.1 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract for either a flat fee, a percentage commission or any other form of remuneration.
- 36.2 For breach or violation of this covenant, COUNTY shall have the right to terminate this Contract and/or, at its sole discretion, require CONTRACTOR to repay any funds converted to such use prior to any payment for past work or performance of any future work.

### **37.0 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

- 37.1 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals and businesses that benefit financially from COUNTY through Contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.
- 37.2 Unless CONTRACTOR qualifies for an exemption or exclusion, CONTRACTOR warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

37.3 CONTRACTORS Certification of Compliance with the COUNTY's Defaulted Property Tax Reduction Program is incorporated as Exhibit M of this Contract.

### **38.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Section 38.0 "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute default under this Contract. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract, failure of CONTRACTOR to cure such default within ten (10) days of notice shall be grounds upon which COUNTY may terminate this Contract and/or pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.206.

### **39.0 TIME OFF FOR VOTING**

The CONTRACTOR shall notify its employees, and shall require each SUBCONTRACTOR to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every CONTRACTOR and SUBCONTRACTORS shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

### **40.0 MANDATORY REQUIREMENT TO REGISTER ON FEDERAL SYSTEM FOR AWARD MANAGEMENT**

CONTRACTOR represents and warrants that it has registered in the Federal System for Award Management's (SAM). Prior to a contract award, all potential contractors must register in SAM. Registration can be accomplished online via the Internet by accessing the Federal Contractor Registry's home page at <https://www.sam.gov/portal/SAM/#1>. CONTRACTOR certifies that is in good standing with the federal government Executive Order 12549, 7CFR Part 3017, 45 CFR Part 76, and 2 CFR 200.212 Subpart C. CONTRACTOR certifies that to the best of its knowledge and belief it and its principals or affiliates under this contract are not debarred or suspended from federal financial assistance programs and activities; proposed for debarment; declared ineligible; or voluntarily excluded from participation in covered transactions by any federal department or agency as attached hereto as Exhibit O.

### **41.0 COMPLIANCE WITH ENCRYPTION REQUIREMENTS**

#### **41.1 Data Encryption**

Contractor and Subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below in Subsection 41.1.1, 41.1.2, and 41.1.3; and, as PI is defined in California Civil Code Section 1798.29(g), PHI is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations, and MI is defined in California Civil Code Section 56.05(j).

#### 41.1.1 Stored Data

Contractors' and Subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) shall require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management- Part 1: General (Revision 3); (c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

#### 41.1.2 Transmitted Data

All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Recommendation for Key Management - Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

#### 41.1.3 Certification

The County must receive within ten (10) business days of its request, a certification from Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above in Contractor's Compliance with Encryption Requirements Form (Exhibit P). In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption product(s) generate and such reports shall be subject to audit in

accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 43.0 (Data Encryption) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

#### **42.0 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING**

Contractor acknowledges and certifies in Attachment Q, Zero Tolerance Human Trafficking Policy Certification that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Master Agreement. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

#### **43.0 CONTRACTOR ALERT REPORTING DATABASE**

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES AND PROBATION  
DEPARTMENT  
FOSTER CARE PLACEMENT SERVICES MASTER CONTRACT FOR INTENSIVE  
SERVICES FOSTER CARE FOSTER FAMILY AGENCY FOR CHILDREN WITH  
SERIOUS EMOTIONAL AND BEHAVIORAL NEEDS**

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

COUNTY OF LOS ANGELES

CONTRACTOR

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

By: \_\_\_\_\_  
Bobby D. Cagle, Director  
Department of Children and  
Family Services

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title \_\_\_\_\_

By: \_\_\_\_\_  
Terri McDonald  
Chief Probation Officer  
Probation Department

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title \_\_\_\_\_

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

APPROVED AS TO FORM:  
BY THE OFFICE OF COUNTY COUNSEL  
MARY C. WICKHAM, COUNTY COUNSEL

By: \_\_\_\_\_  
David Beaudet,

**FOSTER CARE PLACEMENT SERVICES MASTER CONTRACT**

**FOR**

**INTENSIVE SERVICES FOSTER CARE FOSTER FAMILY AGENCY FOR CHILDREN  
WITH SPECIAL HEALTH CARE NEEDS**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**



**AND**

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

**(CLICK HERE AND ENTER CONTRACT NUMBER)**

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

**AND**

The Probation Department  
Placement Administrative Services  
9150 East Imperial Highway  
Downey, California 90242

Month 2019

**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
AND PROBATION DEPARTMENT  
FOSTER CARE PLACEMENT SERVICES MASTER CONTRACT FOR INTENSIVE  
SERVICES FOSTER CARE FOSTER FAMILY AGENCY FOR CHILDREN WITH  
SPECIAL HEALTH CARE NEEDS**

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**LIST OF EXHIBITS**

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Exhibit A-3	Intentionally Left Blank
Exhibit A-4	Intentionally Left Blank
Exhibit A-5	Special Incident Reporting Guide for FFAs
Exhibit A-6	FFA Monthly Utilization Report Template
Exhibit A-7	Intentionally Left Blank
Exhibit A-8	Intentionally Left Blank
Exhibit A-9	Intentionally Left Blank
Exhibit A-10	Discharge Summary for DCFS: Foster Family Agency
Exhibit A-11	Provider Needs and Services Plan/Quarterly Report Template Information
Exhibit A-12	Applicant’s Authorization for Release of Information
Exhibit A-13	Foster Family Agency’s Plan of Operations and Program Statement
Exhibit A-13a	CDSS Approval Letter for Resource Family Approval (RFA) Implementation Plan
Exhibit A-14	ISFC FFA Facility License(s)
Exhibit A-15	ISFC FFA Rate Letter
Exhibit A-16	Intentionally Left Blank
Exhibit A-17	Adoption License or MOU
Exhibit B	Line Item budget
Exhibit C	Office of Management and Budget (OMB) Title 2 Code of Federal Regulations (CFR), Part 200 and 2 CFR 1.100, title 2, Part 1
Exhibit C-1	Auditor-Controller Foster Family Agency Contract Accounting and Administration Handbook
Exhibit C-2	Auditor-Controller/Department of Children and Family Services/Probation Department Fiscal Audit Phases, Fiscal/Audits of Foster Family Agency Foster Care Services Contractors
Exhibit C-3	Los Angeles County Annual Revenue and Expenditure Report including Form FCR 12 FFA
Exhibit D	Contractor Acknowledgment and Confidentiality Agreement Form
Exhibit D-1	Contractor Employee Acknowledgment and Confidentiality Agreement Form
Exhibit D-2	Contractor Non-Employee Acknowledgment and Confidentiality Agreement Form
Exhibit D-3	Confidentiality of Criminal Offender Record Information (CORI) Form
Exhibit D-4	Resource Foster Parent Acknowledgment and Confidentiality Agreement Form
Exhibit E	Statement of Dangerous Behaviors and California Department of Social

	Services Child Welfare Services Manual, Section 31-405
Exhibit F	IRS Notice 1015 - Notice to Employees Regarding Federal Earned Income Credit (FEIC)
Exhibit G	Payment Resolution Notification (COV 71)
Exhibit H	Overpayments Policy
Exhibit I	Contractor's Certification of Compliance with Child, Spousal and Family Support Orders
Exhibit J	Contractor's Certification of Compliance with all Federal and State Employment Reporting Requirements
Exhibit K	Contractor's Equal Employment Opportunity (EEO) Certification
Exhibit L	Charitable Contributions Certification
Exhibit M	Defaulted Property Tax Certification Form
Exhibit N	DCFS Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures (As Amended on February 24, 2014)
Exhibit O	Federal Debarment and Suspension Certification Form
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Exhibit Q	Zero Tolerance Human Trafficking Policy Certification Form
Exhibit R	Certification of Compliance with Background and Security Investigation
Exhibit S	Safely Surrendered Baby Law Fact Sheet
Exhibit T	County of Los Angeles Contractor Employee Jury Service Program Certification Form (Code 2.203)
Exhibit U	County's Administration
Exhibit V	ISFC Contractor's Administration
Exhibit W	Sample Report on Outside Employment
Exhibit W-1	Sample Report on Conflict of Interest

**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES AND PROBATION  
DEPARTMENT  
FOSTER CARE PLACEMENT SERVICES MASTER CONTRACT FOR INTENSIVE  
SERVICES FOSTER CARE FOSTER FAMILY AGENCY FOR CHILDREN WITH SPECIAL  
HEALTH CARE NEEDS**

This is the Foster Care Placement Services Master Contract for Intensive Services Foster Care Foster Family Agency (hereinafter referred to as "Contract").

This Contract is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between

County of Los Angeles  
hereinafter referred to as "COUNTY"

and

Contractor \_\_\_\_\_  
hereinafter referred to as "CONTRACTOR".

**RECITALS**

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

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

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

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

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

WHEREAS, pursuant to the provisions of Welfare Institution Code (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, under the Catalog for Federal Domestic Assistance Number 93.658; and

WHEREAS, CONTRACTOR warrants that it possesses the competence, expertise and personnel necessary to provide such services, and understands for purposes of this contract

considers itself a sub-recipient insofar as compliance with Office of Management and Budget (OMB) 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 2 CFR 1.100, title 2, Part 1,

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

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

### **1.0 APPLICABLE DOCUMENTS**

- 1.1 This Contract and the Exhibits hereto, constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous Contracts, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, Section 5.0, “Changes and Amendments” and signed by both parties.
- 1.2 Exhibits A through A-17, B, C through C-3, D through D-4, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W and W-1 set forth below, are attached to and incorporated by reference in this Contract.
- 1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, Statement of Work, and Attachments according to the following priority:

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Exhibit A-1	Foster Family Agency Reference Links
Exhibit A-2	Service Delivery Sites
Exhibit A-3	Intentionally Left Blank
Exhibit A-4	Intentionally Left Blank
Exhibit A-5	Special Incident Reporting Guide for FFAs
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Exhibit V	ISFC Contractor's Administration
Exhibit W	Sample Report on Outside Employment
Exhibit W-1	Sample Report on Conflict of Interest

## 2.0 DEFINITIONS

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

- 2.1 "Aid to Families with Dependent Children-Foster Care (AFDC-FC)" – means foster care financial assistance paid on behalf of children in out-of-home placement who meet the eligibility requirements specified in applicable state and federal regulations and laws. The program is administered by DCFS.
- 2.2 "Allowable Costs" - Reported costs shall be allowable and reasonable as defined in federal statutes and regulations including 45 CFR Part 74, 45 CFR Part 1356, and in California CDSS MPP Section 11-402.8.
- 2.3 "Approved Resource Family Home" – means a family residence approved by an FFA and issued a Certificate of Approval in accordance with the California Department of Social Services Community Care Licensing (CDSS CCL) Division, Title 22, Chapter 8.8 Foster Family Agencies, Article 9, Subchapter 1, Articles 1-7.
- 2.4 "Case Plan" – means 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) or Deputy Probation Officer (DPO) in partnership with the parent/guardian (whenever possible) and designed to reduce or eliminate the risk factor(s) which precipitated the referral to DCFS or Probation. It identifies a Case Plan goal (the desired outcome), objectives (the desired outcome of the successful completion of specified tasks), tasks/activities (for which a participant is accountable and the completion of which moves toward achievement of a specified Case Plan objective), the specific Services to be provided and time frames for completion of the objectives and goals. Case Plan goals include: Family Maintenance, Family Preservation, Reunification and Permanency Planning (Adoption, Legal Guardianship and Long Term Foster Care).
- 2.5 "Child" or "Children" - means any child, children or youth placed by COUNTY

receiving Services from CONTRACTOR pursuant to this Contract, including non-minor dependents.

- 2.6 “Child and Family Team” or “CFT” – team’ means a group of individuals who are convened by the placing agency and who are engaged through a variety of team-based processes to identify the strengths and needs of the child or youth and his or her family, and to help achieve positive outcomes for safety, permanency, and well-being.
- 2.7 “Children’s Social Worker” or “CSW” – means 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.
- 2.8 “Community” – means 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.
- 2.9 “Community Care Licensing Division” or “CCLD” – means the Division of the California Department of Social Services that licenses community care facilities including group homes. They also monitor compliance with Title 22 regulations.
- 2.10 “Contract” – means an agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Statement of Work, Exhibit A.
- 2.11 “CONTRACTOR” – means the sole proprietor, partnership, or corporation or other person or entity that has entered into this Contract with the COUNTY.
- 2.12 “Core Services and Supports” – means services made available to children either directly or secured through formal agreements with other agencies, which are trauma-informed and culturally relevant which includes: Specialty Mental Health Services; Transition Services; Education, Physical, Behavioral, Mental Health, and Extracurricular supports; Transition to Adulthood Services; Permanency Support Services; and Indian Child Services.
- 2.13 “Corrective Action Plan” or “CAP” – means a document that serves as CONTRACTOR’s commitment to remedy deficiencies in response to findings uncovered in investigations, as further described in Part I, Section 16.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, Sub-section 16.1 and Exhibit N, DCFS/Probation Foster Care Placement Contract Investigation/Monitoring/Audit Remedies and Procedures Agreement.



- 2.14 “COUNTY” – means the Department of Children and Family Services and/or the Probation Department on behalf of the County of Los Angeles and its Board of Supervisors.
- 2.15 “County Contract Program Monitor” – means COUNTY representative responsible for the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
- 2.16 “County Program Director” – means COUNTY representative at the Division Chief level responsible for oversight of the contracted program.
- 2.17 “COUNTY’s Program Manager” or “CPM” – means COUNTY representative responsible for daily management of contracted program operation and administering this Contract, consulting on policy, providing technical assistance and overall coordination and implementation of this Contract between the CONTRACTOR and COUNTY. (See Exhibit U, County’s Administration)
- 2.18 “Court Appointed Special Advocate” or “CASA” – means a court appointed person who advocates for the Placed Child’s needs and best interests and provides the court with written recommendations.
- 2.19 “COUNTY Worker” – means for a DCFS-Placed Child, COUNTY Worker is a Children's Social Worker (CSW). For a Probation-Placed Child, COUNTY Worker is a Deputy Probation Officer (DPO). County Worker is also a Department of Mental Health (DMH) professional.
- 2.20 “Day” or “Days” – means whether singular or plural, whether with initial letter capitalized or not, shall mean calendar days, and not business or workday, unless otherwise specifically stated.
- 2.21 “DCFS” - means COUNTY’s Department of Children and Family Services
- 2.22 “Department of Mental Health” or “DMH” – The County of Los Angeles Department of Mental Health that, through its Children’s System of Care, provides services for emotionally disturbed children including those in GHs. These services include:
- 2.22.1 Certification of the mental health services component for any proposed rate for STRTP program prior to the Foster Care Funding and Rates Bureau establishing these rate levels;
- 2.22.2 Support for the development of Day Rehabilitation Programs in STRTPs;

2.22.3 Support for the development of Day Treatment Programs in STRTPs;

and

2.22.4 Providing Therapeutic Behavioral Services in STRTPs.

- 2.23 “Dependent Children” – A child who is within the jurisdiction of the Juvenile Court under Welfare and Institutions Code, Sections 300(a), (b), (c), (d), (e), (f), (g), (h), (i), and (j). DCFS supervises Dependent Children.
- 2.24 “Deputy Probation Officer” or “DPO” - An employee of the Probation Department who provides direct supervision of youth on formal probation.
- 2.25 “Developmental Disability” – A disability which originates before an individual attains age 18, continues, or can be expected to continue indefinitely, and constitutes a substantial disability for that individual. This term shall include mental retardation, cerebral palsy, epilepsy, and autism. This term shall also include disabling conditions found to be closely related to mental retardation or to require treatment similar to that required for individuals with mental retardation, but shall not include other handicapping conditions that are solely physical in nature (Welfare and Institutions Code, Section 4512(a).
- 2.26 “Director” - means COUNTY’s Director of Children and Family Services or his or her authorized designee.
- 2.27 “Do Not Refer Status” or “DNR Status” –means all new referrals to CONTRACTOR are suspended, as further discussed in Part I, Section 16.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, Sub-section 16.3, Do Not Refer Status and Exhibit N, DCFS/Probation Foster Care Placement Contract Investigation/Monitoring/Audit Remedies and Procedures Agreement.
- 2.28 “Do Not Use Status” or “DNU Status” – means all new referrals to CONTRACTOR are suspended, and all Placed Children are removed from CONTRACTOR’s facility(ies), as further discussed in Part I, Section 16.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, Sub-section 16.4, Do Not Use Status and Exhibit N, DCFS/Probation Foster Care Placement Contract Investigation/Monitoring/Audit Remedies and Procedures Agreement.
- 2.29 “Emancipation” – means successful passage of foster youth to adulthood, including becoming a responsible and contributing member of the Community.
- 2.30 “Emancipation Planning” – means 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.

- 2.31 "Excess Payment" or "Payment Error" refers to any payment that is not an "Overpayment" as defined in this section, but which the Contractor received and was not entitled to and therefore that the CONTRACTOR must return to the COUNTY.
- 2.32 "Expended Funds" or "Expended" or "Expenditures" – means AFDC-FC funds, received through this Contract that are subsequently spent by CONTRACTOR for the care and Services of Placed Children. Expended funds must be reasonable and allowable in accordance with Part I, Section 25.0 Use of Funds, Sub-section 25.3 of this Contract.
- 2.33 "Federal Tax Exempt Status" – means the status of organization or agency that is exempt from Federal income tax under Section 501-(c)-(3) of the Internal Revenue Code.
- 2.34 "Fiscal Year(s)" - means the twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.35 "Foster Care Funding and Rates Bureau" – means the Division of the California Department of Social Services that establishes Aid to Families with Dependent Children-Foster Care (AFDC-FC).
- 2.36 "Foster Care Payment Hotline" – means a telephone number that CONTRACTOR may call under circumstances described in this Contract (i.e., within 24 hours of child leaving the agency) or may call to request payment or Medi-Cal information. The Foster Care Payment Hotline Number is (800) 697-4444.
- 2.37 "Foster Family Agency"- means any public agency or private organization engaged in the recruiting, approving, training of, and providing professional support to Resource Families who provide out-of-home care in a family home setting for the placement of children/youth, pregnant and parenting teens with children, and Non Minor Dependents (NMDs) who are supervised by DCFS and Probation and in need of care. FFAs will coordinate with DCFS and Probation Department to find homes and provide services and supports to Resource Families and to the placed children to the extent possible and authorized by local, state and federal law.
- 2.38 "Foster Family Agency Program Rates" – means the service rate levels payable to FFAs, as periodically established by the Department of Social Services, Foster Care Funding and Rates Bureau.
- 2.39 "Health and Education Passport" or "Black Binder (DCFS)" means the Health

and Education Passport that is the summary of the health (including dental and mental health information) and educational information required by Welfare and Institutions Code Section 16010 (Exhibit A-1) that is to follow the child to all foster placements. DCFS created 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).

- 2.40 “Hold Status” – means a temporary suspension of referrals of children to CONTRACTOR by placing CONTRACTOR on Hold Status for up to a 45-Day period at any time during investigations, as further defined in Part I, Section 16.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, Sub-section 16.2 of this Contract and Exhibit N, DCFS Foster Care Placement Contract Investigation/Monitoring/Audit Remedies and Procedures Agreement.
- 2.41 “Independent Living Program” or “ILP” – means the program authorized under 42 U.S.C. 677 of the Social Security Act for services and activities to assist/prepare Placed Children age 14 or older to make the transition from out-of-home care to independent living. Youths receiving family reunification and permanent placement services, and those in out-of-home care are eligible. Youths receiving emergency response and family maintenance services and those in psychiatric hospitals are not eligible for the program. DCFS and Probation may also provide ILP services to former foster youths up to age 21. ILP is a major component of Emancipation Planning.
- 2.42 Integrated Core Practice Model (ICPM) – means a set of practices and principles for child/youth/NMD served by both the child welfare and mental health system. The framework for ICPM is a shared set of practice principles to be used when providing services to the member of the Katie A. Class including members of the Katie A. subclass. The values and principles are summarized in the Treatment Foster Care Program Manual.
- 2.43 “Intensive Services Foster Care Foster Family Agency” or “ISFC FFA” – means any foster family agency that provides therapeutic services to children who reside in the foster family agency’s resource family homes. The services may include, but not limited to, education and mental health services, sexual or physical abuse counseling, alcohol or drug abuse counseling and vocational training.
- 2.44 “Interagency Placement Committee” – means a group led by the Department of Mental Health (DMH) who in conjunction with representatives from the Departments of Children and Family Services and Probation Department

pursuant to WIC Sections 4096(c) and 11462.01(d)-(h) creates a committee that determines placement of child/youth/NMD when considering STRTP or ISFC placement. Membership includes the county placement agency (DCFS and/or Probation) and a licensed mental health professional from the county Department of Mental Health.

- 2.45 "Manual of Policies and Procedures" – Refers to the manual promulgated by the California Department of Social Services.
- 2.46 "Multi-disciplinary Team" or "MDT" – means a group of health care providers and other professionals, including physicians, pediatricians, psychologists, clinical social worker, licensed vocational nurses, pediatric nurse practitioner, occupational therapist, and home visitor housed at the entry point to the Protective Services Child Health (PSCH) system who will jointly assess and develop a child health plan for each referred child (in conjunction with the CSW, a PHN, and, as appropriate, the child's primary caregivers).
- 2.47 "Needs and Services Plan" – means a comprehensive, individualized, time limited, goal oriented plan, developed and implemented by CONTRACTOR identifying the specific needs of an individual Placed Child, including, but not limited to, those items specified in Title 22, Division 6, Chapter 5, Section 87068.2 and 87068.22, that delineates those Services necessary in order to meet the Placed Child's identified needs.
- 2.48 "Overpayment" – AFDC-FC Overpayments are those payments defined and governed by the State Manual of Policies and Procedures (MPP) 45-304.1.11 as follows: "any amount of aid paid which a foster care service provider received on behalf of a child to which the provider was not entitled."
- 2.49 "Placed Child" or "Placed Children" – means any child or children placed by COUNTY receiving Services from CONTRACTOR pursuant to this Contract.
- 2.50 "Pool Rate" – means the rate of interest to be charged as determined by COUNTY's Auditor-Controller.
- 2.51 "Probation" – means the COUNTY's Probation Department
- 2.52 "Probation Children" – A Child who is a ward of the Delinquency Juvenile Court under Welfare and Institutions Code, Section 601(a) or (b) or Section 602(a) or (b). Probation supervises Probation Children.
- 2.53 "Program" - means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work.
- 2.54 "Program Statement" – means a comprehensive description of the foster care/foster family agency's program in effect during the term of this

Contract.

- 2.55 “Real property” – means land and anything growing on, attached to, or erected on it.
- 2.56 “Resource Foster Parent” – means the adult(s) residing in the home approved by a FFA to provide care and supervision to children.
- 2.57 “Resource Family” – means an individual or family that has successfully met both the home environment assessment and the permanency assessment criteria, as set forth in Section 16519.5 of the Welfare and Institutions Code, necessary for providing care for a child placed by a public or private child placement agency by court order, or voluntarily placed by a parent or legal guardian.
- 2.58 “Resource Family Approval Certificate” (LIC-05A an equivalent certificate) – means a document issued by the Foster Family Agency (FFA), which approves a Resource Family Home to care for children placed by a Child Welfare or Probation Agency to the extent possible and authorized by local, state and federal law. The certificate shall contain the following: (1) The name of the foster family agency; (2) Licensing Facility License Number; (3) The name(s) of the Resource Family; (4) The date of approval; (5) The capacity for which the Resource Family is approved; and (6) If applicable, any conditions placed on the approval pursuant to Section 88331.7(c).
- 2.59 “Seriously Emotionally Disturbed” – is defined by Welfare and Institutions Code, Section 5600.3(a)(2) as a minor under the age of 18 years who has a mental disorder as identified in the most recent edition of the Diagnostic and Statistical Manual of mental disorders, other than a primary substance use disorder or developmental disorder, which results in behavior inappropriate to the child’s age according to expected developmental norms. Members of this target demographic shall meet one or more of the following criteria:
- 2.59.1 As a result of the mental disorder, the child has substantial impairment in at least two of the following areas: self-care, school functioning, family relationships, or ability to function in the Community, and either of the following occur:
- 2.59.1.1 The child is at risk of removal from home or has already been removed from the home; or
- 2.59.1.2 The mental disorder and impairments have been present for more than six months or are likely to continue for more than one year without treatment;
- 2.59.2 The child displays one of the following: psychotic features, risk of suicide or risk of violence due to a mental disorder; and

- 2.59.3 The child has been assessed pursuant to Article 2 (commencing with Section 56320) of Chapter 4 of Part 30 of Division 4 of Title 2 of the Education Code and determined to have an emotional disturbance, as defined in paragraph (4) of subdivision (c) of Section 300.8 of Title 34 of the Code of Federal Regulations.
- 2.60 “Severely Emotionally Disturbed/Severe Emotional Disorder” – Refers to a complex of emotional and behavioral problems that are slightly less profound in either degree or extent than the “Seriously Emotionally Disturbed”.
- 2.61 “Service(s)”- means CONTRACTOR’s obligations under the Contract, including but not limited to the basic needs CONTRACTOR agrees to meet for each Placed Child as outlined in this Contract, the Statement of Work, the California Department of Social Services Regulations, and CONTRACTOR’s Plan of Operations and Program Statement.
- 2.62 “Core Practice Model (CPM)” – means a process that is family centered, solution focused, trauma responsive, strength-based, team driven, and improves outcomes for children and families prioritizes child safety by enabling stronger teamwork with children and families, grounded in strong community support through Engagement, Teaming, Assessment and Understanding, and Tracking and Adapting.
- 2.63 “State” – means the State of California.
- 2.64 “Subcontract” – means a contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.
- 2.65 “Subcontractor” – means an organization or individual that enters into an Contract 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.
- 2.66 “Team Decision Making” or “TDM” – is a process utilizing a multi-disciplinary assessment and team approach in working with children and their families.
- 2.67 “Title 22” – means the California Code of Regulations for community care facilities including group homes.
- 2.68 “Un-Expended Funds” or “Un-Expended” – Means AFDC-FC funds, received through this Contract, which are retained and not spent by CONTRACTOR. (See Part I, Section 25.0 Use of Funds, Sub-section 25.6 of this Contract.)

- 2.69 “Youth Development Services” - includes but is not limited to: plans for emancipating youth, vocational training, work experience and educational opportunities.

### **3.0 TERM**

- 3.1 The term of this Contract shall be \_\_\_ months, commencing after execution by the Director of DCFS and Probation’s Chief Probation Officer, through June 30, 2020 unless terminated earlier or extended, in whole or in part, as provided in this Contract
- 3.2 The COUNTY shall have the sole option to extend the Contract term for up to two (2) additional 12-month periods and one (1) additional 18-month period through December 31, 2023, for a maximum total Contract term of five (5) years. Each such option and extension shall be exercised at the discretion of the Director of DCFS and the Chief Probation Officer; and extended by the Director of DCFS by written notice to the CONTRACTOR thirty (30) days prior to the expiration of the Contract term provided that approval of County Counsel is obtained prior to any such extension.
- 3.3 The term this Contract may also be extended by the Director of DCFS by written notice to the CONTRACTOR thirty (30) days prior to the expiration of the Contract term, after County Counsel approval, for a period not to exceed six (6) months beyond the expiration of the then Contract term, if such additional time is necessary to complete the negotiation or solicitation of a new Contract

### **4.0 PAYMENT RATE**

- 4.1 COUNTY and CONTRACTOR agree that payments referenced in this Contract are based on rates established by California DSS Foster Care Funding and Rates Bureau. During the term of this Contract, COUNTY shall compensate CONTRACTOR for the Services set forth in this Contract and in the Statement of Work (Exhibit A), for each Placed Child at the Intensive Services Foster Care Foster Family Agency Program Rates, as further described in Part I, Section 7.0, Invoices and Payments.
- 4.2 CONTRACTOR shall submit to COUNTY a current budget for the work to be performed under this Contract. 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 State of California Department of Social Services FCR-12 FFA. 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.

#### 4.3 Services and Rates

Payment to cover the costs of the care and supervision provided to foster teens and their non-dependent child(ren) placed in Whole Family Foster Homes will be higher than payment for FFA Homes that are not approved as Whole Family Foster Homes. The infant supplement rate paid for a non-dependent child placed with the minor dependent parent in a Whole Family Foster Home (WFFH) will be increased to the equivalent of the County's basic AFDC-FC rate for the age of the child. Additionally, the infant supplement payment in a WFFH where the caregiver and the minor dependent parent have developed a Shared Responsibility Plan (SRP) in collaboration with the county social worker shall be enhanced by an additional infant supplement payment of \$200. (If placement involves more than one non-dependent child, a SRP must be developed for each child to obtain the additional infant supplement payment for each child.) CONTRACTOR shall pass on to the resource foster parent the additional infant supplement payment to care for a nondependent child placed with the minor dependent parent in an approved home, where the resource foster parent and the minor dependent parent have a SRP.

### 5.0 GENERAL INSURANCE REQUIREMENTS

Without limiting CONTRACTOR's and COUNTY's mutual indemnification, and during the term of this Contract, CONTRACTOR shall provide and maintain, and shall require of all of its Subcontractors (except as noted in Part I, Section 6.0 Insurance Coverage Requirements, Sub-section 6.1) to maintain, the following programs of insurance specified in this Contract. 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.

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

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

Prior to commencing Services under this Contract, such certificates or other evidence shall:

- 5.1.1 Specifically identify this Contract.
- 5.1.2 Clearly evidence all coverages required in this Contract.
- 5.1.3 Contain a provision that COUNTY shall receive, written notice of cancellation or any change in required insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to COUNTY at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in required insurance may constitute a material breach of the Contract, in the sole discretion of the COUNTY, upon which COUNTY may suspend or terminate this Contract.
- 5.1.4 Include copies of the additional insured endorsement to the CONTRACTOR's general liability, professional liability, and Sexual misconduct liability policies, adding the County, its Special Districts, elected and appointed officers, employees, agents and volunteers as insured for all activities arising from this Contract.
- 5.1.5 Waiver of Subrogation: To the fullest extent permitted by law, the CONTRACTOR hereby waives its rights and its insurer(s)' rights of recovery against COUNTY under all the Required Insurance for any loss arising from or relating to this Contract. The CONTRACTOR shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.
- 5.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY. Such approval will not be unreasonably withheld.
- 5.3 Failure to Maintain Insurance: CONTRACTOR's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which COUNTY immediately may withhold payments due to CONTRACTOR, and/or suspend or terminate this Contract. COUNTY at its sole discretion may obtain damages from CONTRACTOR resulting from said breach. Alternatively, the COUNTY may, upon notice to the Contractor, purchase the Required Insurance, deduct the premium cost from sums due to CONTRACTOR or pursue CONTRACTOR reimbursement.
- 5.4 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to

COUNTY:

- 5.4.1 Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.
- 5.4.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Contract.
- 5.4.3 Any injury to a CONTRACTOR employee, which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-Employee Injury Report" to COUNTY Contract Manager.
- 5.4.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this Contract.
- 5.5 Compensation for COUNTY Costs: In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.
- 5.6 Insurance Coverage Requirements for Subcontractors: CONTRACTOR shall ensure any and all Subcontractors performing services under this Contract, consistent with Part I, Section 6.0 Insurance Coverage Requirements, Sub-section 6.1, meet the insurance requirements of this Contract by either:
  - 5.6.1 CONTRACTOR providing evidence of insurance covering the activities of Subcontractors, or
  - 5.6.2 CONTRACTOR providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

**6.0 INSURANCE COVERAGE REQUIREMENTS**

- 6.1 General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits equal to the maximum allowed under contractor's policy, or the following, whichever is greater:

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.

- 6.2 Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all “owned,” “hired” and “non-owned” vehicles, or coverage for “any auto.”
- 6.3 Workers’ Compensation and Employer’s Liability insurance providing workers’ compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible.

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

- 6.4 Professional Liability: Insurance covering Contractor’s liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement’s expiration, termination or cancellation.
- 6.5 For ISFC FFAs on COUNTY owned property:
  - 6.5.1 Property Coverage: Such an insurance shall be endorsed naming the COUNTY of Los Angeles as loss payee, provide deductibles of no greater than 5% of the property value.
- 6.6 Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of sexual nature.

## **7.0 INVOICES AND PAYMENTS**

- 7.1 The CONTRACTOR shall maintain Foster Care Funding and Rates Bureau (FCFRB) ISFC FFA rates. A copy of the current rate letter shall be included as Exhibit A-15 in this Contract. COUNTY shall pay CONTRACTOR for each Placed Child the monthly Intensive Services Foster Care 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. COUNTY requires CONTRACTOR to provide a voucher as a condition of payment pursuant to MPP 45-303.1 through 45-303.5. Failure to provide the voucher by the deadline set forth in the voucher statement, along with any information required, may result in delay of payment no later than fifteen (15) Days after the voucher information is submitted to COUNTY by CONTRACTOR. Failure to provide the required information may result in COUNTY not making payment.

Vouchers for DCFS shall be sent to:

County of Los Angeles  
Department of Children and Family Services  
Attention: Revenue Enhancement Division  
Vendor Voucher Validation Unit  
P.O. Box 368  
Glendora, CA 91740-0368

- 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 an email confirmation from the County Worker. 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. COUNTY has the right to delay payment or not make payment, per MPP 45-303.2 through 45.303.5, inclusive, and condition CONTRACTOR'S payments on timely return of a voucher and the provision of requested information, by a date certain. Requested information can include, but not be limited to, reports that the

child received care for the full month, date the child left placement, reason the child left placement and/or the number of days in the month the provider cared for the child. Delay in providing this information as set forth in Part I, Section 7.3, may result in delay of payment, not to exceed fifteen (15) Days from the date after the information is submitted to COUNTY, including relevant verifications, upon COUNTY request. The failure to provide required confirmation may result in COUNTY not making payment.

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 G) and emailing it to [cov71@dcfs.lacounty.gov](mailto:cov71@dcfs.lacounty.gov). 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. Interest charges pertaining to notification of incorrect specified payments, which are defined as Overpayments will be governed by MPP 45-305.3.33 and 45-306 inclusive. Interest on defined Overpayments shall be collected and interest assessed as set forth in MPP 45-305.3.34 and MPP 11-402.66 inclusive, and any other related State regulations pertaining to the application of interest for Overpayments.

(Business Information Systems Division (BIS) is currently in the process of modifying The Foster Care Search System (FCSS) to allow Foster Care Services Contractors and non-contracted Foster Care Providers (FFA, STRTP, and ISFC-FFA) to submit their Foster Care payment discrepancies online).

- 7.6 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.
- 7.7 If COUNTY identifies an Overpayment, governed by MPP 45-304 through 45-306 and 11-404, inclusive, COUNTY will comply with MPP 45-304.1.122 and 126. COUNTY will provide CONTRACTOR with State Form Notice of Action 1261 as required by MPP 45-305.1 and a voluntary repayment agreement for the overpaid amount identified by CONTRACTOR. The repayment agreement will be in compliance with MPP 45-305.2.231 (a) – (d).

7.8 In addition to the requirements in Exhibit A, Statement of Work, Part D, Service Task To Achieve Performance Outcome Goals, Section 4.0 Discharge Planning, Sub-section 4.6 Prior to discharging a placed ISFC Child/Youth/NMD. CONTRACTOR shall notify DCFS Foster Care Hotline at (800) 697-4444 or Probation Placement Administrative Services' (PAS) Officer of the Day at (323) 730-4454 within 24 hours whenever a Placed Child is moved from one site/home to another or a child leaves the CONTRACTOR's program.

7.9 Excess Payments

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

County of Los Angeles  
Department of Children and Family Services  
Administrative Services Manager III  
Fiscal Operations Division  
Special Payments Section  
425 Shatto Place, Room 301  
Los Angeles, CA 90020

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

7.9.3 In the event CONTRACTOR does not return payment, or enter into an agreement for payment on a mutually agreed upon time-frame within thirty (30) Days of resolution of payment discrepancy or register a dispute within thirty (30) Days of overpayment notice, COUNTY may place CONTRACTOR on DNR Status pursuant to Part I, Section 16.0, Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan.

7.9.4 If CONTRACTOR registers a notice of dispute pursuant to this Section, Sub-section 7.8, the Division Chief will evaluate the adequacy of the CONTRACTOR's written response. Within 25 calendar days of DCFS' receipt of CONTRACTOR's written response, DCFS will provide CONTRACTOR with DCFS' written response, which sets forth the required DCFS CAP. Should CONTRACTOR disagree with the contents of the CAP, CONTRACTOR shall submit a response to the DCFS CAP within 15 business days to DCFS Fiscal Monitoring Section. DCFS will review the CONTRACTOR's response to the DCFS CAP and issue a final required DCFS CAP within 5 calendar days. Should CONTRACTOR not comply with the Corrective Action Plan, DCFS may, in its sole discretion, exercise any and all remedies, including but not limited to placement of CONTRACTOR on Do Not Refer or Do Not Use Status.

7.9.5 Except as limited in Part I, Section 7.0 - Invoices and Payments, Sub-sections 7.9.4, 7.10 and 20.8, CONTRACTOR may appeal the final decision pursuant to Part I, Section 20.0 Dispute Resolution Procedures.

#### 7.10 Overpayments

7.10.1 In the event that COUNTY or CONTRACTOR discovers a payment made to CONTRACTOR which can be defined as an Overpayment, including but not limited to vouchers setting forth dates a child was not in placement but for which CONTRACTOR was paid during the term or discovered within five (5) years after expiration of the contract or contract extension, COUNTY, after review of MPP 45-304.1.126 and 45-304.4, will issue CONTRACTOR a written State Form Notice of Action 1261 on collectible amount.

7.10.1.1 Thereafter, CONTRACTOR and COUNTY shall attempt to resolve the Overpayment prior to any informal or formal action taken by CONTRACTOR. If resolved voluntarily in favor of COUNTY, CONTRACTOR'S voluntary agreement to repay shall be in compliance with MPP 45-305.2.21 through 45-305.23.231 (a)-(b).

7.10.1.2 If not resolved voluntarily, COUNTY may institute involuntary collection remedies pursuant to MPP 45-305.3 and Overpayment recoupment actions required by MPP 45-304.3.



- 7.10.1.3 CONTRACTOR may request an informal hearing, a State fair hearing, or both, as provided pursuant to MPP 45-306.1 through .3, inclusive.
  - 7.10.1.4 CONTRACTOR shall have thirty (30) Days from the date COUNTY mails the State Form Notice of Action 1261 to request the informal hearing. If the informal hearing is requested, COUNTY will conduct an informal hearing in accordance with the procedures set forth in MPP 45-306.1 through .2, inclusive.
  - 7.10.1.5 CONTRACTOR, if forgoing an informal hearing, must request the State fair hearing within ninety (90) days from the date COUNTY mailed the State Form Notice of Action 1261.
  - 7.10.1.6 If CONTRACTOR has requested an informal hearing and desires a State Fair Hearing, CONTRACTOR must request the State fair hearing within ninety (90) Days of the date that a written decision letter for the informal hearing is mailed that CONTRACTOR withdraws their request for an informal hearing, or that CONTRACTOR does not appear at the informal hearing, whichever is earlier.
  - 7.10.1.7 Once due process has expired or administrative remedies are exhausted in favor of COUNTY, COUNTY may seek additional recourse for collection in compliance with MPP 45-304 through 45-306, inclusive, including interest and other remedies as set forth in the CONTRACT, by and between COUNTY and CONTRACTOR.
- 7.10.2 In the event CONTRACTOR does not return an Overpayment, governed by MPP 45-304 through 45-306 either under the terms of a voluntary agreement pursuant to MPP 45-305.2.23 -45-305.2.24 or 45-304.124 or under the terms of an involuntary repayment agreement after exhaustion of due process pursuant to MPP 45-304 through 45-306 and 11-402.66, inclusive, in favor of the COUNTY, COUNTY may place a DNR/DNU/HOLD under Section 17.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan. County shall provide a written notice of its intention to place CONTRACTOR on a Do Not Refer Status at least fifteen (15) days in advance.
- 7.10.3 In matters involving overpayments, governed by MPP 45-304 through 45-306 and if the amount is determined collectible, CONTRACTOR will have thirty (30) days from the date of COUNTY'S mailing of a

State Form Notice of Action 1261, to request an informal hearing. The informal hearing process, if elected by CONTRACTOR, will be compliant with hearing procedures set forth in MPP 45-306.1 through 45-306.3. CONTRACTOR may, at its election, forgo an informal hearing and request a State fair hearing within ninety (90) days from the date of COUNTY'S mailing of State Form Notice of Action 1261.

- 7.10.4 CONTRACTOR must comply with the required time periods to request a formal or informal hearing. Contractors' failure to timely request a formal or informal hearing as set forth in MPP 45-306.1 through 45-306.3 will result in the collection by COUNTY pursuant to MPP 45-304 through 45-305 and 11-402.66.
- 7.11 For overpayments governed by MPP 45-304 through 45-306 CONTRACTOR shall submit payment after exhaustion of due process in favor of COUNTY, and which results in identification of the Overpayment, as defined in MPP 45-304.5.52, CONTRACTOR shall submit re-payment in conformity with the priority of repayment, including lump sum repayment, voluntary repayment terms or involuntary repayment terms, as set forth in MPP 45-305.2 and 45-305.3, inclusive, including referenced directions on methods of voluntary and involuntary collection and interest collection. Further, COUNTY may employ and implement CONTRACT actions as set forth in Part I, Sections 17.0 and 21.0 of this Contract.
- 7.12 With regard to overpayments, COUNTY shall be entitled to pre-judgment interest at the highest rate permitted by governing MPP 45-305.3.331 (a) and (b), MPP 45-305.3.332, MPP 45-305.3.34, or by any other applicable law. With regard to underpayments, CONTRACTOR shall be entitled to pre-judgment interest at the highest rate permitted by law.
- 7.13 Provided that COUNTY shall remove all Placed Children on or prior to the expiration or other termination of this Contract, CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for Services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract. Notwithstanding the foregoing, if COUNTY does not remove a Placed Child from a Resource Family Home following termination of this Contract, COUNTY will pay based upon the Foster Family Agency Program Rates.
- 7.14 All notices will be sent in accordance with FFA contract Part I, Unique Terms and Conditions, Section 9.0 Notices.

## 7.15 Method of Payment and Required Information

- 7.15.1 The County may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment for any amounts due for goods and/or services provided under an agreement or contract with the County. Proposers/Contractors further agree that the default form of payment shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 7.15.2 Upon contract award and at the request of the A-C and/or the contracting department, the Contractor shall provide the A-C with electronic banking and related information for the Contractor and/or any other payee that the Contractor designates to receive payment pursuant to this agreement or contract. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number or TIN, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 7.15.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments. Upon contract award or at any time during the duration of the agreement or contract, a contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

## 8.0 BACKGROUND AND SECURITY INVESTIGATIONS

- 8.1 For the safety and welfare of the children to be served under this Contract, CONTRACTOR shall, as permitted by law, ensure that its staff, employees, independent contractors, volunteers or subcontractors who may come in contact with children in the course of their work, undergo and pass a background investigation to the satisfaction of COUNTY as a condition of beginning and continuing to work under this contract. Such background investigation may include, but shall not be limited to criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the CONTRACTOR, regardless if the member of CONTRACTOR's staff passes or fails the backgrounds investigation.

- 8.2 If a member of CONTRACTOR's staff does not pass the background investigation, COUNTY may request that the member of CONTRACTOR's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. COUNTY will not provide to CONTRACTOR or to CONTRACTOR's staff any information obtained through the COUNTY's background investigation.
- 8.3 Disqualification of any member of CONTRACTOR's staff pursuant to this Sub-section shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 8.4 CONTRACTOR shall immediately notify COUNTY 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 children while providing services under this Contract when such information becomes known to CONTRACTOR.
- 8.5 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

## **9.0 NOTICES**

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

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

AND

Probation Department  
Placement Permanency & Quality Assurance

Intensive Services Foster Care Foster Family Agency  
Monitoring/Investigations  
11701 South Alameda Street, 2<sup>nd</sup> Floor  
Lynwood, CA 90262

Unless otherwise specifically provided in this Contract, all notices to CONTRACTOR shall be given in writing, by enclosing the same in a sealed envelope addressed to the intended party and by depositing such envelope with postage prepaid in the United States post Office or any substation or public letterbox. All notices to CONTRACTOR shall be sent to CONTRACTOR as indicated on Exhibit V, Contractor's Administration, or such other person and/or location as may hereinafter be designated in writing by CONTRACTOR.

- 9.2 All notifications from COUNTY enclosing an amendment or new or revised policy, procedure, protocol or exhibit to this Contract shall be sent by Mail.
- 9.3 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.

## **10.0 CONFIDENTIALITY**

- 10.1 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 and Probation policies in effect and applicable State and federal law. The Juvenile Court has exclusive jurisdiction over juvenile records, documents and case information as well as the responsibility to maintain their confidentiality and the confidentiality of dependent children. A child under DCFS' or Probation's supervision may not be videotaped, photographed, voice recorded or interviewed, for media, research or other purposes, unless the Juvenile Court has issued an order permitting such access. Anyone requesting to review a Placed Child's case records, interview a Placed Child for research or media purposes, or photograph or videotape a Placed Child, must obtain written approval in accordance with Juvenile Court policy as described in Los Angeles Superior Court, Local Rules, Chapter 17, Juvenile Division, Dependency Proceedings, effective May 1, 1999. CONTRACTOR agrees to maintain the confidentiality of its records and conform to existing orders of the Juvenile Court and policies promulgated by state and federal laws and COUNTY Policies regarding the Placed Child's confidentiality.
- 10.2 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.

- 10.3 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 Resource Foster Parents providing services and care hereunder of the confidentiality provisions of this Contract. All Resource Foster Parents, and all employees of CONTRACTOR who have access to confidential records and data must sign and adhere to the attached "Contractor Employee Acknowledgment and Confidentiality Agreement Form" (Exhibit D-1) and/or the "Resource Foster Parent Acknowledgment and Confidentiality Agreement" (Exhibit D-4).
- 10.4 FFA CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit D-4, "Resource Foster Parent Acknowledgment and Confidentiality Agreement." CONTRACTOR shall maintain in its files copies of such executed Agreements.
- 10.5 To the extent that CONTRACTOR, or any of its employees, affiliates or Subcontractors, is a "covered entity" under the Federal Health Insurance Portability and Accountability Act (HIPAA), CONTRACTOR and COUNTY agree that CONTRACTOR, or any of its employees, affiliates or Subcontractors, may release "protected health information," as that term is defined by HIPAA, to DCFS, without a signed authorization, for the purpose of coordinating or managing the care of Placed Children.
- 10.6 Confidentiality Requirements for Probation
- 10.6.1 By State law (California Welfare and Institutions Code § 827 and 828, and Penal Code § 1203.05, and 1203.09 and 11140 through 11144) all juvenile records and Probation case information which is in the CONTRACTOR'S care and possession is confidential and no information relating to any adult or minor is to be in any way released to anyone except those authorized employees of the Los Angeles COUNTY Probation Department and law enforcement agencies.
- 10.6.2 Employees of CONTRACTOR shall be given copies of all cited code sections, and a form to sign Exhibit D-3, "Confidentiality of CORI Information", regarding confidentiality of the information in the juvenile records. Copies of the form are to be sent to County Program Manager (Probation) within five (5) business days of start of employment.

## **11.0 COUNTY'S RESPONSIBILITY**

CONTRACTOR's covenants and responsibilities under the Contract shall not be conditional upon COUNTY's performance of the covenants contained in this Section 11.0 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.

- 11.1 COUNTY shall review for CONTRACTOR's Plan of Operations and Program Statement and any Program Statement Amendments during the term of the Agreement. In addition, COUNTY shall have the right to monitor, including but not limited to review and audit CONTRACTOR for compliance with this Agreement, Statement of Work, and all applicable rules and regulations related to ISFC FFAs. 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.
- 11.2 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/Probation policy and court policy for confidentiality. CONTRACTOR shall hold all such information in confidence pursuant to the provisions of Part I, Section 10.0 Confidentiality, in the body of this Contract.
- 11.3 COUNTY shall provide CONTRACTOR with all available information about the Placed Child that may be released in accordance with applicable laws and regulations concerning confidentiality and the release of DCFS or Probation case records to service providers. This information may include court orders, 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 E, Statement of Dangerous Behaviors and CDSS CWS Manual, Section 31-405.
- 11.4 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.

- 11.5 The CSW shall acknowledge that an orientation discussion with the Placed Child and the CSW was completed by signing the LIC 613B (Exhibit A-1.) This orientation includes the items designated in FFA Master SOW, Part C, Section 18.0 Placement Process (Intake/Discharge), Sub-section 18.11 Orientation of Newly Placed Children.
- 11.6 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.
- 11.7 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-1).
- The CSWs shall work cooperatively with CONTRACTOR to provide input to and approval of the Needs and Services Plans and updates in accordance with FFA Master SOW, Part C, Program Services, Section 19.0 Needs and Services Plan, Sub-sections 19.1 through 19.3.
- 11.8 The CSWs shall include written reports from CONTRACTOR in the next court report.
- 11.9 The CSW shall provide CONTRACTOR with a copy of each court report to the extent permitted by confidentiality laws.
- 11.10 COUNTY will monitor for CONTRACTOR's compliance with State laws, regulations and policies applicable to the visitation of children in placement.
- 11.11 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.
- 11.12 CSW shall provide CONTRACTOR with a copy of the court authorization for psychotropic medication, when applicable, within one day of initial placement.

## **12.0 DESCRIPTION OF SERVICES**



- 12.1 CONTRACTOR covenants and agrees to provide all Services as described in this Contract and set forth in the Statement of Work (Exhibit A) of this Contract. CONTRACTOR shall provide such Services to each Placed Child in accordance with CONTRACTOR'S Plan of Operations and Program Statement (Exhibit A-13). CONTRACTOR warrants that it possesses the competence, expertise and personnel necessary to provide such Services.
- 12.2 CONTRACTOR has submitted a Plan of Operations and Program Statement to COUNTY in accordance with the Program Statement Guidelines of CCLD. CONTRACTOR's Plan of Operations and 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 Contract will be evaluated in part based on CONTRACTOR's Plan of Operations and Program Statement.
- 12.3 COUNTY may, during the term of this Contract, request that CONTRACTOR make revisions to its Plan of Operations and Program Statement by notifying CONTRACTOR in writing thirty (30) days in advance of any proposed changes. Also, CONTRACTOR shall submit a revised Plan of Operations and Program Statement to COUNTY at any time during the term of this Contract when CONTRACTOR makes changes to the program. COUNTY shall review such Plan of Operations and Program Statement revisions for approval, and once accepted by COUNTY, CONTRACTOR's revised Plan of Operations and Program Statement shall become a part of this Contract as Exhibit A-13 in accordance with Part II, Section 5.0, Changes and Amendments.
- 12.4 Nothing herein establishes a right of CONTRACTOR to the placement of children by COUNTY, or of the continued placement of children by COUNTY.
- 12.5 Contractor shall allow County Worker to visit, interview, and conduct case planning with youth when necessary.

### **13.0 STATE LICENSE**

- 13.1 The CONTRACTOR shall maintain an ISFC FFA license issued by the California Department of Social Services, CCL Division, throughout the term of the Contract. A copy of the current license shall be included in the Program Statement.
- 13.2 The CONTRACTOR shall obtain and maintain an Adoption License and

Resource Family Approval letter issued by the California Department of Social Services throughout the term of the Contract.

- 13.3 The CONTRACTOR shall provide Services pursuant to the approved Plan of Operations and Program Statement. If planning to add additional offices during the term of the Contract, the CONTRACTOR shall notify the COUNTY Program Manager prior to the placement of and/or serving Placed Children from the additional office(s). Contractor's decision to pursue licensing of additional offices from CCLD does not ensure placements from the County.

#### **14.0 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 Contract. CONTRACTOR shall not charge or receive fees or payments from any child or his/her family or guardian for children referred to CONTRACTOR pursuant to this Contract who are not accepted for placement.

#### **15.0 OTHER SOURCES OF INCOME**

- 15.1 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  
Attention: Deposit Unit  
425 Shatto Place, Room. #204  
Los Angeles, CA 90020

CONTRACTOR shall work with COUNTY to ensure future income payments are paid directly to COUNTY by the payer.

- 15.2 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.
- 15.3 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.

#### **16.0 HOLD STATUS, DO NOT REFER STATUS, DO NOT USE STATUS, CORRECTIVE ACTION PLAN**

COUNTY may, during the normal course of its monitoring or investigation, place

CONTRACTOR on Hold Status, Do Not Refer (DNR) Status and/or Do Not Use (DNU) Status, when the COUNTY reasonably believes, in its sole discretion, that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or noncompliance with a significant administrative/fiscal/programmatic requirement of the Contract. The local agency procedures referred to in Sub-sections 16.2, 16.3, and 16.4 below are internal DCFS/Probation 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 Placed Children. A copy of the COUNTY's current policies and procedures is attached herein as Exhibit N, DCFS/Probation Intensive Services Foster Care Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures.

#### 16.1 Corrective Action Plan (CAP)

When DCFS/Probation reasonably determines in its sole discretion, that a CONTRACTOR's deficiencies are amenable to correction, DCFS/Probation may require CONTRACTOR to provide a Corrective Action Plan and DCFS/Probation and CONTRACTOR may enter into a Corrective Action Plan. A CAP shall serve as CONTRACTOR's commitment to remedy such deficiencies. The CAP procedures are further discussed in Exhibit N, DCFS/Probation Intensive Services Foster Care Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures.

16.1.1 Notwithstanding the above, Audit Remedies and Procedures which require a CAP to include repayment of Overpayments, governed by MPP 45-304 through 45-306 inclusive, will be included in the CAP after COUNTY's review of MPP 45-304.126, if appropriate. CONTRACTOR will be provided with State Form Notice of Action 1261. The voluntary agreement to repay an Overpayment by CONTRACTOR, set forth in a CAP shall be in compliance with MPP 45-305.2.23. If CONTRACTOR disputes the Overpayment, COUNTY's additional contract remedies available for a CAP including, but not limited to, those remedies described in Part I, Section 16.0 Hold Status, Do Not Refer Status, Do Not Use Status and Corrective Action Plan, if the issue in dispute is solely the repayment of the identified Overpayment, governed by MPP 45-304 through 45-306, inclusive, will be contingent on: a) exhaustion of due process in favor of COUNTY, and CONTRACTOR fails to repay the Overpayment; and/or, b) a voluntary or involuntary agreement to repay the Overpayment exists with COUNTY, and CONTRACTOR fails to repay the Overpayment pursuant to the voluntary or involuntary agreement.

16.1.2 However, when any other additional disputes exist, either solely or in addition to the Overpayment issues, COUNTY may employ the use of contract remedies as described in Part I, Section 16.0 Hold Status, Do Not Refer Status, Do Not Use Status and Corrective Action Plan above, as it pertains to non-Overpayment, regardless of the Overpayment being in dispute and any outstanding due process or administrative remedies which may exist for a disputed Overpayment.

## 16.2 Hold Status

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

16.2.1 Notwithstanding the above, COUNTY may also elect to employ a Hold status (Sub-section 16.2.), unless child safety is at issue, involving Overpayments only after compliance with MPP 45-304 through 45-306 inclusive, under circumstances where CONTRACTOR has failed to repay COUNTY per voluntary agreement (MPP 45-305.2.21 through 45-305.2.24), failed to repay per voluntary agreement pursuant to MPP 45-304.1.124, or failed to voluntarily repay COUNTY and after exhaustion of due process in COUNTY's favor (MPP 45-304.51 through 45-304.52).

16.2.2 COUNTY retains the right to impose a Hold status on individual resource foster homes at any time during investigations, auditing or monitoring when based on prima facie evidence, DCFS reasonably believes, in its sole discretion, that the resource foster parent has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the resource foster parent in issues of abuse or neglect; there is serious risk of abuse or neglect; or noncompliance with a significant requirement of this Contract for which the resource foster parent(s) failed to ensure protection, care, and safety of placed children.

16.2.2.1 Under warranted circumstances, a Hold Status may be rescinded, on a resource foster parent as provided in Exhibit N, DCFS Intensive Services Foster Care Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures.

### 16.3 Do Not Refer Status

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

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

16.3.1 Notwithstanding the above, COUNTY may also elect to employ a DNR status (Sub-section 16.3), unless child safety is at issue, involving Overpayments only after compliance with MPP 45-304 through 45-306 inclusive, under circumstances where CONTRACTOR has failed to repay COUNTY per voluntary agreement (MPP 45-305.2.21 through 45-305.2.24), failed to repay per voluntary agreement pursuant to MPP 45-304.1.124, or failed to voluntarily repay COUNTY and after exhaustion of due process in COUNTY's favor (MPP 45-304.51 through 45-304.52).

### 16.4 Do Not Use Status

Notwithstanding any other provision of this Contract, COUNTY retains the right to remove or cause to be removed any or all Placed Children from the CONTRACTOR's care by placing CONTRACTOR on Do Not Use Status (DNU Status), when COUNTY reasonably believes, in its sole discretion, based upon prima facie evidence that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors; there has been a serious

event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/programmatic requirement of this Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Sub-section 16.1 above, and as further described in Exhibit N, DCFS/Probation Intensive Services Foster Care Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures.

Under unique, warranted circumstances, a DNU Status may be rescinded, as provided in Exhibit N, DCFS/Probation Intensive Services Foster Care Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures.

16.4.1 Notwithstanding the above, COUNTY may also elect to employ a DNU status (Sub-section 16.4), unless child safety is at issue, involving Overpayments only after compliance with MPP 45-304 through 45-306 inclusive, under circumstances where CONTRACTOR has failed to repay COUNTY per voluntary agreement (MPP 45-305.2.21 through 45-305.2.24), failed to repay per voluntary agreement pursuant to MPP 45-304.1.124, or failed to voluntarily repay COUNTY and after exhaustion of due process in COUNTY's favor (MPP 45-304.51 through 45-304.52).

## 16.5 Notice Requirements

COUNTY will notify CONTRACTOR in writing within 72 hours of DCFS'/Probation's decision to place CONTRACTOR on Hold or intention to implement Do Not Refer or Do Not Use Status. Verbal notification of such actions will be provided prior to or at the time of CONTRACTOR's placement on Hold/DNR/DNU Status to the extent possible. To the extent possible and reasonable, and without interfering with any law enforcement investigation, and consistent with statutes and regulations related to confidentiality laws, notification will include the reason(s) for placing CONTRACTOR on Hold Status, or implementing Do Not Refer or Do Not Use Status.

COUNTY will notify CONTRACTOR in writing 15 days prior to DCFS' intention to place CONTRACTOR on Hold for Administrative reasons (except insurance provisions). COUNTY will notify CONTRACTOR in writing within 72 hours prior to DCFS'/Probation's intention to implement Do Not Refer or Do Not Use Status related to Administrative reasons (except insurance provisions). Verbal notification of such actions will be provided prior to or at the time of CONTRACTORS's placement on Hold/DNR/DNU Status to the extent possible. To the extent possible and reasonable, and without interfering with any law enforcement investigation, and consistent with statutes and regulations related to confidentiality laws, notification will include the reason(s) for placing CONTRACTOR on Hold Status.

When DNR or DNU Status is recommended, the written notification letter will

also invite CONTRACTOR to participate in a Review Conference (as described in Exhibit N, DCFS/Probation Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures) to discuss the COUNTY's decision and include a deadline by which the CONTRACTOR must indicate its intent to participate in the Review Conference (please refer to Exhibit N, DCFS Intensive Services Foster Care Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures).

#### 16.6 Disagreement with Decision

Other than overpayment determinations subject to MPP 45-304 through 45-306 inclusive, CONTRACTOR may challenge the COUNTY action in accordance with DCFS/Probation local agency policies and procedures (please refer to Exhibit N) then in effect, and thereafter, CONTRACTOR may appeal through the dispute resolution procedures described in Part I, Section 20.0 herein.

#### 16.7 Termination Hold Status

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

### **17.0 FINANCIAL REPORTING**

This section may be changed, updated or amended to incorporate The California Department of Social Services (CDSS) Financial reporting and cost reporting forms for Foster Family Agencies as identified in the Interim Licensing Standards or in All County Letters, Information Notices, Foster Care Audits and Rates Letters or other notices issued by CDSS.

17.1 CONTRACTOR shall report annual revenues and expenditures on the Annual Revenue and Expenditure Report (Exhibit C-3). This report will require sign-off, under penalty of perjury, by CONTRACTOR'S Chief Executive Officer, or Chief Financial Officer or CONTRACTOR's Administrator, as defined in the Interim Licensing Standards, Title 22, Division 6, Chapter 8.8, Foster Family Agencies, Articles 9, and Subchapter 1, Section 88264, and as updated by the California Department of Social Services).

17.2 The Annual Revenue and Expenditure Report shall be submitted to the County 120 days following the close of the CONTRACTOR's Fiscal Year.

- 17.3 If the Contract starts on a date other than the beginning of the Contractor's Fiscal Year, then the initial report shall be for a period less than twelve (12) months, ending on the last day of the Contractor's fiscal year.
- 17.4 In the event that the Annual Revenue and Expenditure Report is not timely submitted, the COUNTY may take action, pursuant to policies and procedures outlined in Part I, Section 16.0. In the event the "Notice of Intent to Place on Administrative Hold status is implemented, the COUNTY shall notify CONTRACTOR in writing within ten (10) days prior to such status being used
- 17.5 The Contractor's Annual Revenue and Expenditure Report, shall include a copy of the required State of California Department of Social Services Total Program Cost Display (Form FCR 12 FFA).

#### 17.5.1 Submission of IRS and EDD Transcripts

CONTRACTOR shall submit to COUNTY a true and correct and complete copy of its Internal Revenue Service (IRS) and Employment Development Department (EDD) Account Transcripts showing each of its quarterly IRS Form 941 and EDD Form DE-9 filings (hereafter "IRS and EDD Transcripts"). CONTRACTOR shall submit its IRS and EDD Transcripts in a timely fashion, as set forth in this Contract, and time shall be of the essence with regard to the submission of the IRS and EDD Transcripts to the COUNTY.

17.5.1.1 CONTRACTOR shall submit to the COUNTY its IRS and EDD Transcripts which includes its IRS Form 941 and EDD Form DE-9 filings, filed during the first and second quarters of the calendar year, not later than September 30, of the year in which the IRS Form 941 and EDD Form DE-9 were filed.

17.5.1.2 CONTRACTOR shall submit to the COUNTY its IRS and EDD Transcripts which includes its IRS Form 941 and EDD Form DE-9 fillings, filed during the third and fourth quarters of the calendar year, not later than March 31, of the year immediately following the year in which the IRS Form 941 and EDD Form DE-9 were filed.

17.5.1.3 In the event CONTRACTOR does not file the IRS Form 941 and EDD Form DE-9 during a quarter, CONTRACTOR shall submit to the COUNTY, in addition to the transcripts identified in 18.5.1.1 and 18.5.1.2, a true and correct copy of its Internal Revenue Service Verification of Nonfiling



("IRS VN") and Employment Development Department Employer Account Statement ("DE-2176").

- 17.5.1.4 CONTRACTOR shall submit its IRS and EDD Transcripts, and any IRS VN and EDD DE-2176 by mail, addressed as set forth below:

Department of Children and Family Services  
Contracts Administration Division  
Compliance Section - Fiscal  
3530 Wilshire Boulevard. 5<sup>th</sup> Floor  
Los Angeles, CA 90010

- 17.5.1.5 CONTRACTOR and COUNTY agree that each and every IRS and EDD Transcript and IRS VN and EDD DE-2176 submitted to the COUNTY, or which should have been submitted by CONTRACTOR to the COUNTY pursuant to the terms of this Contract, is incorporated by reference into this Contract and the parties shall not assert that any such document constitutes parole evidence.

- 17.5.1.6 CONTRACTOR and COUNTY agree that the copies of each and every IRS and EDD Transcript and IRS VN and EDD DE-2176 submitted to the COUNTY pursuant to the terms of this Contract shall become the property of the COUNTY.

- 17.5.1.7 CONTRACTOR understands and acknowledges that COUNTY is subject to the provisions of the California Public Records Act; consequently, every IRS Transcript and EDD Transcript and IRS VN and EDD DE-2176 submitted to the COUNTY pursuant to the terms of this Contract becomes a matter of public record, with the exception of those parts of each submitted document which are specifically identified, and plainly marked, by the CONTRACTOR, at the time of submission to the COUNTY, as exempt from disclosure pursuant to the provisions of the California Public Records Act. For purposes of this Contract, parts of each submitted document are not specifically identified and plainly marked unless they specifically identify the legal authority and operative facts which exempt the part from disclosure pursuant to the California Public Records Act.

- 17.5.1.8 CONTRACTOR and COUNTY agree that the COUNTY shall not, in any way, be liable or responsible for the disclosure of any IRS and EDD Transcripts, IRS VN and EDD DE-2176, or any part of any IRS and EDD Transcripts

or IRS VN and EDD DE-2176, if disclosure is required or permitted under the California Public Records Act or otherwise by law.

17.5.1.9 CONTRACTOR and COUNTY agree that a blanket statement of exemption, confidentiality or the marking of each page of an IRS Transcript and EDD Transcript or IRS VN and EDD DE-2176 as exempt or confidential shall not be sufficient to exempt the IRS and EDD Transcripts, IRS VN and EDD DE-2176, or any portion thereof, from disclosure by the COUNTY. The CONTRACTOR must specifically label only those portions of the IRS and EDD Transcripts or IRS VN and EDD DE-2176 which are exempt from disclosure pursuant to the California Public Records Act and provide a citation to the legal authorities which render the portion exempt from disclosure.

17.6 The Annual Revenue and Expenditure Report and total program cost display shall be mailed to: (This may be changed to a web portal for electronic submission by the Contractor's)

Department of Children and Family Services  
Contracts Administration Division  
Fiscal Compliance Section  
Attn: Annual revenue and Expenditure Report  
3530 Wilshire Boulevard. 5<sup>th</sup> Floor  
Los Angeles, CA 90010

All use of funds must be in compliance with 2 Code of Federal Regulations (2 CFR) 1.100 title 1, part 1, section 100 or in 2 CFR Part 200, and as in the California Welfare and Institutions Code and in the current version of the California Manual of Policies and Procedures.

## **18.0 REPORTING REQUIREMENTS**

- 18.1 The CONTRACTOR shall prepare and submit a report in each instance enumerated in Part I, Section 5.0 General Insurance Requirements, Sub-section 5.4, Notification of Incidents, Claims or Suits.
- 18.2 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.
- 18.3 CONTRACTOR shall: (1) maintain copies of the Board of Directors' minutes in a readily accessible location; (2) provide COUNTY with copies of Board of Directors' minutes within 24 hours of request by COUNTY, except when the

minutes requested describe a meeting that occurred during the past 45 days; (3) for minutes from a meeting that occurred within 45 days of COUNTY's request, provide the COUNTY with a copy of those minutes within 3 days of the request; and (4) report in writing all changes of membership, and officers of the Board of Directors, to the Program Manager(s) within one week of such changes (whether or not COUNTY requests information on such changes (whether or not COUNTY requests information on such changes)).

18.4 CONTRACTOR shall maintain, and provide to the County as requested, an Annual Report listing all Outside Employment Activities Exhibit W, for all Contractor's employees. If Contractor uses independent contractors to provide case management, social work, or any other services to children and families described in this contract, those independent contractors should be included in the Report on Outside Employment Activities. Contractor's employees and Independent contractors shall certify the accuracy of the information provided on the Report on Outside Employment Activities.

18.4.1 Contractor shall maintain, and provide to the County as requested, an Annual Report on Conflict of Interest Exhibit W-1, for all Contractor's Corporate Officers, Board of Director's members, and volunteers. Contractor's Corporate Officers, Board of Director's members, and volunteers shall certify the accuracy of the information provided on the Report on Conflict of Interest.

## **19.0 RECORDS AND INVESTIGATIONS**

19.1 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, Chapter 4, Section 83070 and 83070.1 and Chapter 8.8, Sections 88070, 88070.1, 88270 and 88270.1; and the relevant provisions in this Contract, including this Section 19.0, and CONTRACTOR's Plan of Operations and Program Statement (Exhibit A-13). Such records shall include, but not be limited to, placement and termination documents, medical and dental records, a record of court orders allowing psychotropic medication, Placed Children's financial records (clothing, allowances, earnings, medical expenses, etc.), diagnostic evaluations and studies, Placed Child interviews, special incident reports, social worker progress notes (including treatment, school, extracurricular activities at school or in the Community, etc.), and notes on Services provided by the various professional and paraprofessional staff (treatment, recreation, child care, etc.). The records shall be in sufficient detail to permit an evaluation of Services provided. The information in the Placed Child's record, maintained at CONTRACTOR's offices, shall be confidential, kept in a locked file, and made available only to selected staff who require it for needs and Services planning.

- 19.2 CONTRACTOR shall maintain accurate and complete financial records of all its activities and operations relating to this Contract in accordance with generally accepted accounting principles and which meet the requirements for contract accounting described in Auditor-Controller Contract Accounting and Administration Handbooks, Exhibit C-1. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract.
- 19.3 CONTRACTOR shall maintain and retain records on each Resource Family Home and Resource 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.
- 19.4 All records described in Sub-sections 19.1 through 19.3 hereof, supporting documents, statistical records, and all other records pertinent to performance of this Contract, including, but not limited to, all timecards and other employment records and confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County or contiguous county and shall be made available to COUNTY, State or Federal authorities, as provided by applicable law, during the term of this Contract and either for a period of five (5) years after the expiration of the term of this Contract or for a period of three (3) years from the date of the submission of the final expenditure report, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review, or audit is started, the records shall be retained until all litigation, claims, financial management reviews, or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County or contiguous county, then, at COUNTY's sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section. CONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual, Section 23-353.
- 19.5 COUNTY retains the right to inspect, monitor, and conduct investigations of CONTRACTOR's program/fiscal operations, performance and contract compliance without prior notice to CONTRACTOR seven days a week, 24 hours a day. Unannounced audits, monitoring, interviews with children 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, monitoring, 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, monitor, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Contract. The Auditor-Controller/Department of Children and Family Services/Probation Fiscal Audit Phases, Fiscal Audits of Foster Family Agency Foster Care Services Contractors (Exhibit C-2), details the audit protocols followed by the Auditor-Controller and DCFS/Probation during fiscal audit reviews.

- 19.6 Such program reviews, investigations, and/or audits shall encompass all of CONTRACTOR's financial, program, Resource Foster Parent, Subcontractor, and Placed Children's records related to Services provided under this Contract, and any other financial transactions, as determined necessary by COUNTY to ensure that AFDC-FC funds have been accounted for and Expended in accordance with Part I, Section 25.0, 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 Contract. CONTRACTOR's employee records may be reviewed in accordance with State and federal labor laws. CONTRACTOR shall enlist the cooperation of all Subcontractors, staff, and Board members in such efforts.
- 19.7 Upon request, CONTRACTOR shall provide COUNTY with photocopies of records and documents, including Placed Children records, Resource 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.
- 19.8 CONTRACTOR shall be responsible for annual or triennial financial audits, as applicable, of its agency and shall require Subcontractors to be responsible for its annual or triennial financial audits, as applicable, when required by any governmental entity (e.g. Federal government, the California Department of Social Services (CDSS), COUNTY) to be conducted by an independent audit firm and in accordance with generally accepted governmental auditing standards. Within thirty (30) days after issuance of the audit reports, CONTRACTOR shall forward copies of such reports to:

Department of Children and Family Services  
Contracts Administration Division  
Attention: ISFC FFA Contract Analyst  
425 Shatto Place, Room 400  
Los Angeles, California 90020

and to:

Attention: Supervising Deputy Probation Officer  
Probation Department  
Placement Permanency & Quality Assurance  
Intensive Services Foster Care Monitoring/Investigations  
11701 South Alameda Street, 2<sup>nd</sup> Floor  
Lynwood, CA 90262

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

#### 19.10 Record Keeping During and After a Disaster

CONTRACTOR shall ensure that all records for placed children/youth are current and accessible to the greatest extent possible at all times, including during and after a disaster(s). This includes, but is not limited to records related to Health, Medical, Dental, Mental Health, Vision, Education, Job Training, etc.

19.11 Failure on the part of CONTRACTOR to comply with the provisions of this Section shall constitute a material breach of this Contract 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 Part I, Section 16.0, Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan. If CONTRACTOR disagrees that there has been a material breach, CONTRACTOR may exercise its rights consistent with Part I, Section 20.0 Dispute Resolution Procedures of this Contract.

## **20.0 DISPUTE RESOLUTION PROCEDURES**

20.1 CONTRACTOR and COUNTY agree to act promptly and diligently to first mutually resolve any disputes, pursuant to procedures set forth in this Contract. All such disputes shall thereafter be subject to the provisions of this Section 20.0.

20.2 CONTRACTOR and COUNTY agree that, the existence and details of a dispute notwithstanding, both parties shall continue to perform hereunder, except for any performance which COUNTY determines should not be performed as a result of such dispute consistent with Part I, Section 16.0

Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, of this Contract. COUNTY shall continue to pay sums not in dispute, during any such period of continued performance.

- 20.3 Nothing in this Section 20.0 herein prevents COUNTY or CONTRACTOR from seeking provisional remedies, such as injunction or extraordinary relief such as a writ. If the matter involves an overpayment, CONTRACTOR or COUNTY shall have first implemented the remedies and relief mandated by State regulations.
- 20.4 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.
- 20.5 If the matter involves an overpayment, CONTRACTOR or COUNTY shall have first implemented the remedies and relief mandated by State regulations prior to seeking other forms of relief set forth in Section 20.0. As to any dispute arising out of or relating to this Contract, which is not governed by other statutes or regulations expressly relating hereto, including but not limited to Overpayments, including the breach, termination or validity thereof, which has not been resolved by the filing of a claim pursuant to Sub-section 20.4 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.
- 20.6 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.
- 20.7 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.
- 20.8 As to any dispute arising out of or relating to this contract which specifically involves an Overpayment, dispute resolution and remedies set forth in the identified MPP are controlling and administrative remedies shall be exhausted by COUNTY and CONTRACTOR prior to any other remedy or resolution being implemented under Part I, Section 20.0 or any other applicable law, statute, or regulation.

## **21.0 INTERPRETATION OF CONTRACT**

### 21.1 Validity

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

### 21.2 Governing Laws, Jurisdiction and Venue

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

### 21.3 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 Contract or stopping COUNTY from enforcing the full provisions thereof.

### 21.4 Caption Headings

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

## **22.0 CONTRACT ENFORCEMENT, OUT OF HOME CARE MANAGEMENT, MONITORING, AND REVIEW**

22.1 The Director shall be responsible for the enforcement of this Contract on behalf of COUNTY and shall be assisted therein by those officers and employees of COUNTY having duties in connection with the administration thereof. 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 Contract.

- 22.2 CONTRACTOR hereby agrees to cooperate with the Director, Program Manager, and any duly authorized County, State or Federal government representative, in the review and monitoring of CONTRACTOR's program, records and procedures, as set forth in Part I, Section 19.0, Records and Investigations.
- 22.3 COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all this Contract's terms and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of this Contract in jeopardy if not corrected may be reported to the Board of Supervisors. The report may include CONTRACTOR's response to these deficiencies and improvement/corrective action measures taken by COUNTY and CONTRACTOR. If improvement does not occur in a manner consistent with such corrective action measures, COUNTY may terminate this Contract or take action consistent with Part I, Section 16.0, Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan.
- 22.4 At the request of COUNTY, upon reasonable notice, CONTRACTOR, or its appropriate representative, shall attend meetings and/or training sessions, as determined by COUNTY.

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

- 23.1 COUNTY's obligation is payable only and solely from funds appropriated for the purpose of this Contract.
- 23.2 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.
- 23.3 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.

23.4 In the event 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 Contract. COUNTY's notice to CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) Days of the Board's approval of such actions, unless this Contract is terminated for convenience.

#### **24.0 TERMINATION OF CONTRACT BY CONTRACTOR FOR CONVENIENCE**

24.1 This Contract may be terminated when such action is deemed by CONTRACTOR to be in its best interest. Termination of this Contract shall be effective by the delivery to COUNTY of written notice of termination pursuant to Part I, Section 9.0, 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 Part I, Section 9.0, Notices, that the termination will be effective in thirty (30) Days. In the event of a breach by COUNTY under this Contract, CONTRACTOR shall have all remedies available at law, subject to the terms of Part I, Section 20.0, Dispute Resolution Procedures.

24.2 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 Contract for any terminated Services, provided that such amounts may be offset against any amounts COUNTY claims are due from CONTRACTOR pursuant to the terms of this Contract.

24.3 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.

#### **25.0 USE OF FUNDS**

25.1 CONTRACTOR shall be organized and operated as a Federal Tax Exempt

and non-profit corporation throughout the term of this Contract and conduct itself in accordance with all accounting and operating requirements of such status.

- 25.2 CONTRACTOR shall use AFDC-FC funds paid to and Expended by CONTRACTOR only for the placement, 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, and including expenditures consistent with MPP 11-404. By August 1 of each year, CONTRACTOR shall submit to COUNTY a cost allocation plan, which provides for the reasonable allocation of CONTRACTOR's Expenditures for the then current fiscal year. CONTRACTOR's cost allocation plan shall be developed in accordance with the principles included in OMB Title 2 of the CFR (Exhibit C) or any publication that supersedes these OMB circulars and the Auditor-Controller Contract Accounting and Administration Handbook Handbooks, Exhibit C-1.
- 25.3 CONTRACTOR shall expend foster care funds on reasonable and allowable Expenditures in providing the necessary placement, care and Services, as specified in this Contract, for children placed by COUNTY. The determination of reasonable and allowable Expenditures shall be in accordance with OMB Title 2 of the CFR (Exhibit C) or any publication that supersedes these OMB circulars. and Auditor-Controller Contract Accounting Administration Handbooks, Exhibit C-1; Manual of Policies and Procedures Sections 11-400, 11-402, 11-403, 11-404, and 11-420; and 45 CFR 74.27. Any AFDC-FC funds un-Expended in accordance with the above will be disallowed on monitoring/audit, and will require repayment by CONTRACTOR. Any dispute regarding repayment of funds will be governed by the provisions outlined in Part 1, Section 20.0 Dispute Resolution Procedures. If the dispute is solely pertaining to an Overpayment, the procedures and remedies set forth in MPP 45-304 through 45-306 and 11-404 inclusive, shall be controlling and must be exhausted, per Section 20.8, prior to any other remedy or resolution being implemented under Part 1, Section 20.0 or other applicable law, statute, or regulation.
- 25.4 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 Contract are subject to review and/or audit by DCFS, Probation, COUNTY's Auditor-Controller or its designee, as set forth in Exhibits C, C-1 and C-2. In the event this Contract is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR's liability for such audit exceptions, as determined by DCFS or Probation, upon demand by COUNTY. Upon notice by 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.

- 25.5 Notwithstanding any other provision of this Contract, in addition to all other rights to monitor, including but not limited to audit, CONTRACTOR and COUNTY agree that it is the intent of the parties that COUNTY shall have the right to audit any and all use of AFDC-FC funds, paid to and Expended by CONTRACTOR, in order to ensure that all Expended and unspent funds are accounted for and that unspent funds are held for the future benefit of Placed Children, and to determine the appropriate disposition of unallowable Expenditures.
- 25.6 Total accumulated unexpended funds (TAUF) shall include (1) CONTRACTOR's current unexpended funds. If facts suggest the possibility of fraud or significant abuse, COUNTY reserves the right to review uses of unexpended funds accumulated in periods prior to the Contractor's current fiscal year. CONTRACTOR's TAUF shall be reflected on its Annual Revenue and Expenditure Report (Exhibit C-3), and discussed in the Contractor's Annual Cost Allocation Plan.

At the end of any given CONTRACTOR fiscal year, any TAUF that is equal to or less than the total expenditures for the COUNTY's Program for the two most current months in the Contractor's completed fiscal year, will hereafter be referred to as the TAUF Ceiling, must be used for the benefit of Placed Children for reasonable and allowable costs. In the event that CONTRACTOR's TAUF, at the end of any given CONTRACTOR fiscal year, exceeds the TAUF Ceiling, CONTRACTOR shall develop a plan regarding how to utilize the TAUF for the benefit of Placed Children for reasonable and allowable costs, and shall submit the plan to DCFS for review and approval within 180 Days of the fiscal year end. The Uniform Administrative Requirements in 2 CFR 1.100 title 1, section 100 and in the Section 11-404.2 through 11-404.2.24 of the State of California Manual of Policy and Procedure provides examples of permissible uses of unexpended funds. Said Sections may provide a guideline for permissible uses of TAUF. However, all CONTRACTOR plans for uses of TAUF require pre-approval by the California Department of Social Services (CDSS) Foster Care Audits and Rates Bureau.

The Contractor shall submit its requested plan to the County DCFS, that includes a copy of the pre-approval issued by the CDSS Foster Care Audits and Rates Bureau to DCFS and allow 60 days to receive a response. CONTRACTOR's failure to develop an appropriate plan for the utilization of TAUF, or the expenditure of TAUF without a COUNTY approved plan shall constitute a material breach of the Contract. In such instance, COUNTY may take appropriate action, pursuant to this Contract, including, but not limited to, that under Part I, Section 16.0, Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, with the understanding that

CONTRACTOR may appeal the final decision pursuant to the Dispute Resolution Procedures in Part I, Section 20.0.

## **26.0 REAL PROPERTY, EQUIPMENT, FIXED ASSETS**

- 26.1 CONTRACTOR shall fully comply with all applicable federal, State, and County laws, ordinances, and regulations in acquiring any and all real property, furniture, fixtures, equipment, materials, and supplies with funds obtained under this Contract.
- 26.2 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.
- 26.3 CONTRACTOR shall, for any Real Property, land or Fixed Asset costing \$35,000 or more of funds provided to CONTRACTOR through this Contract, submit to COUNTY, at least 15 business days prior to any purchase (including Capital Leases as defined by Generally Accepted Accounting Principles (GAAP)), an analysis demonstrating that the purchase is less costly to CONTRACTOR than other leasing alternatives. CONTRACTOR shall also stipulate the source of all funds to be used for the purchase of the subject property. In the event that any funds to be used in the purchase will be from the current year Contract or TAUF (as defined in Part I, Section 25.0 Use of Funds, Sub-section 25.6), then CONTRACTOR shall obtain COUNTY's prior written approval for the purchase by notifying COUNTY by certified mail. COUNTY shall, within 15 working days of receipt of any such request for approval, provide a written response to CONTRACTOR by certified mail. If COUNTY's response is not received within 10 working days, CONTRACTOR will notify the Director's designee.
- 26.4 Upon obtaining COUNTY's prior written approval, the items referenced in Sub-section 26.3 above may be purchased and owned by CONTRACTOR as provided by law. If such prior written approval is not obtained by CONTRACTOR, no title to any of the items referenced in Sub-section 26.3 above will vest with CONTRACTOR. All Fixed Assets not requiring COUNTY's prior written approval, as described in Sub-section 26.3 above, shall be deemed owned by CONTRACTOR.

## **27.0 INDEMNIFICATION**

The CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, agents and volunteers ("COUNTY Indemnities") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the COUNTY Indemnities.

## **28.0 SALARIES AND COMPENSATION**

### **28.1 Executive Compensation**

All executive compensation shall be reported for each executive officer. The reasonableness standards and criteria for executive compensation are contained in Internal Revenue Code Section 4958. This rule shall apply to all individuals of the non-profit corporation deemed by the Internal Revenue Service (IRS) to be anyone in a position to exercise substantial influence over a non-profit corporation's affairs. This rule may apply to the individual's immediate family as well as to family-controlled entities. Compensation provided in accordance with Internal Revenue Code Section 4958 shall be deemed to be reasonable for the purposes of reporting AFDC-FC costs.

### **28.2 Social Work Services**

Salaries for Social Work services shall be for the reasonable social work activities provided as defined in Section 11-400s (4) of the California Department of Social Services Manual of Policies and Procedures (MPP).

In the event COUNTY discovers an Excess Salary or Excess Compensation, or Excess Benefits payment was made to CONTRACTOR which can be defined as a collectable Overpayment, CONTRACTOR may avail of the informal and formal hearing procedures provided for in MPP 45-306. Once due process has expired, or administrative remedies are exhausted in favor of COUNTY, COUNTY may seek additional recourse for collection in compliance with MPP 45-304 through 45-306, inclusive, including interest and other remedies as set forth in the CONTRACT, by and between COUNTY and CONTRACTOR.

## **29.0 USE OF DONATED FUNDS**

29.1 CONTRACTOR shall not commingle funds paid by COUNTY to the CONTRACTOR for the purchase of goods or the provision of services performed pursuant to this contract with any other funds, regardless of the source of those other funds.

29.1.1 If CONTRACTOR receives outside donations, it shall record all donated funds separately in their accounting records from funds paid by COUNTY to the CONTRACTOR for the purchase of goods or the provision of services performed and paid for pursuant to this contract under the CONTRACTOR's California Department of Social Services Foster Care Rates Program(s) as identified on Exhibit A-15, associated with the CDSS Community Care Licensing Division Facility license number(s) as identified on Exhibit A-14.

- 29.2 If CONTRACTOR uses any donated funds to pay for any expenses related to the purchase of good or the provision of services performed pursuant to this contract, then the CONTRACTOR shall maintain accounting records that clearly identify the specific item, or items, service, or services, on which the donated funds were expended. The CONTRACTOR shall also maintain accounting records that clearly identify that donated funds were expended. Furthermore, CONTRACTOR's accounting records shall conform to the accounting requirements of this contract, which include, but are not necessarily limited to, the cost reporting requirements of OMB Title 2 of the CFR, Exhibit C; and the Auditor-Controller Contract Accounting and Administration Handbooks, Exhibit C-1.
- 29.3 Contractor must also conform to the audit provisions in OMB Title 2 of the CFR, or any publication that supersedes these OMB circulars. The applicable provisions of CDSS CCLD Manual of Policy and Procedures (MPP) sections 11-402, 11-403, 11-404, and 11-405 and Exhibits C-1, Auditor-Controller Contract Accounting and Administration Handbooks.

**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES AND PROBATION  
DEPARTMENT  
FOSTER CARE PLACEMENT SERVICES MASTER CONTRACT FOR INTENSIVE  
SERVICES FOSTER CARE FOSTER FAMILY AGENCY FOR CHILDREN WITH  
SPECIAL HEALTH CARE NEEDS**

**PART II: STANDARD TERMS AND CONDITIONS**



**FOSTER CARE PLACEMENT SERVICES MASTER CONTRACT FOR INTENSIVE  
SERVICES FOSTER CARE FOSTER FAMILY AGENCY FOR CHILDREN WITH  
SPECIAL HEALTH CARE NEEDS**

**STANDARD TERMS AND CONDITIONS**

**1.0 ADMINISTRATION OF CONTRACT – COUNTY**

A listing of all COUNTY Administration referenced in the following Sub-sections is designated in Exhibit U, COUNTY's Administration. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

**1.1 COUNTY's Program Manager**

The responsibilities of the COUNTY's Program Manager include:

- ensuring that the objectives of this Contract are met;
- making changes in the terms and conditions of this Contract in accordance with Part II, Section 5.0, Change Notices and Amendments; and
- providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements
- meeting with CONTRACTOR's Program Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

The COUNTY's Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

**1.2 COUNTY's Contract Program Monitor**

The COUNTY's Program Monitor is responsible for overseeing the day-to-day administration of this Contract. The Program Monitor reports to the COUNTY's Program Manager.

**1.3 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the COUNTY will exercise a contract term extension option.**

## **2.0 ASSIGNMENT AND DELEGATION**

- 2.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Sub-section 2.1, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under the Contract shall be deductible, at COUNTY's sole discretion, against the claims, which the CONTRACTOR may have against COUNTY.
- 2.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.
- 2.2.1 Any withdrawal or change of shareholders, members, directors or other persons named on CONTRACTOR's Community Care license application (which significantly changes CONTRACTOR's program as it existed at the time of the execution of this Contract) or any change in the license under CONTRACTOR's Community Care license is an assignment requiring COUNTY consent.
- 2.2.2 Any payments by COUNTY to CONTRACTOR or its assignee, or acceptance of any payments by COUNTY from CONTRACTOR or its assignee on any claim under this Contract shall not waive or constitute COUNTY consent.
- 2.2.3 Upon assignment and/or delegation, each and all of the provisions, agreements, terms, covenants, and conditions herein contained, shall be binding upon both CONTRACTOR and upon any assignee/delegate thereof.
- 2.3 Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, Subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the

Contract which may result in the termination of the Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

### **3.0 AUTHORIZATION WARRANTY**

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

### **4.0 BUDGET REDUCTION**

In the event that the County's Board of Supervisors adopts, in 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, the COUNTY reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the CONTRACTOR under this Contract shall also be reduced correspondingly. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar Days of the Board's approval of such actions. Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all of the services set forth in this Contract.

### **5.0 CHANGES AND AMENDMENTS**

COUNTY reserves the right to change any portion of the work required under this Contract, or make amendment to such other terms and conditions as may become necessary. For any material change to the Contract not requested by CONTRACTOR, COUNTY shall give CONTRACTOR 30-days prior written notice delivered by electronic mail, of its intent to make an amendments. Any significant cost impact associated with such an amendment shall be addressed in developing the amendment. A significant cost impact, as used in this section, is defined as a cumulative cost increase of \$1,200 annually. Contract changes shall be in writing and accomplished in the following manner:

- 5.1 Exhibits A-1, A-5, C-3, D through D-3, Exhibits E, F, G, H, K, O, S, and T, may be changed unilaterally by COUNTY to reflect any changes in applicable federal, state or local laws, regulations, ordinances, court orders, court rules or in COUNTY policies. If the change will result in a significant cost impact an amendment will be prepared by COUNTY and executed by CONTRACTOR. If the change will result in no significant cost increase the amendment will be effective upon delivery of the replacement exhibit by

certified mail, return receipt requested, to the address of CONTRACTOR set forth in Part I, Section 9.0, Notices. CONTRACTOR shall be responsible for monitoring changes to any applicable laws, ordinances, regulations, and court rules impacting this Contract. CONTRACTOR shall at all times remain in compliance with all such laws, ordinances, regulations, and court rules, whether or not COUNTY has delivered a replacement exhibit.

- 5.2 For any other 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 Contract, or for any change in CONTRACTOR's Plan of Operations and Program Statement, a change notice shall be prepared by COUNTY, and executed by CONTRACTOR and Program Director or designee.
- 5.3 For any change not covered by Sub-sections 5.1 or 5.2, an amendment to this Contract shall be prepared, by COUNTY, signed by CONTRACTOR, and executed by COUNTY as authorized by the COUNTY's Board of Supervisors.

## **6.0 CHILD SUPPORT COMPLIANCE PROGRAM**

- 6.1 Contractor's Warranty of Adherence to County's Child Support Compliance Program
  - 6.1.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the 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 the COUNTY and its taxpayers.
  - 6.1.2 As required by the COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, the CONTRACTOR maintains 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 or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).
- 6.2 Termination for Breach of Warranty to Maintain Child Support Compliance

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Sub-section 6.1, "Contractor's Warranty of Adherence to County's Child Support Compliance Program," shall constitute a default by the CONTRACTOR under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, 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 Contract pursuant to Part II, Section 32.0, Termination for CONTRACTOR's Default, and pursue debarment of the CONTRACTOR, pursuant to County Code Chapter 2.202.

## **7.0 GRIEVANCES**

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

## **8.0 COMPLIANCE WITH APPLICABLE LAWS**

8.1 CONTRACTOR shall conform to and abide by all applicable Municipal, COUNTY, State and Federal laws and regulations, court rules, and ordinances, guidelines, policies and procedures, 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.

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

8.1.2 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 Part I, Section 10.0, Confidentiality, of this Contract.

8.1.3 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).

8.2 Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Contract and may result in termination of this Contract, in accordance with Part II, Section 32.0, Termination for Contractor's Default, of this Contract.

8.3 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 Sub-sections 8.1 hereof and Part II, Sub-section 23.1, Non-Discrimination in Employment.

## **9.0 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 Contract or under any project, program or activity supported by this Contract.

## **10.0 COMPLIANCE WITH JURY SERVICE PROGRAM**

This Contract 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 T, and incorporated by reference into and made a part of this Contract.

### **10.1 Written Employee Jury Service Policy**

10.1.1 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 (Section 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.

10.1.2 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 Fifty Thousand Dollars (\$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 as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) Days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any Subcontractor to perform services for the COUNTY under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Sub-section shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the Contract.

10.1.3 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 Jury Service 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 Contract 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.

10.1.4 CONTRACTOR's violation of this Section of this Contract may constitute a material breach of this 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.

## **11.0 CONFLICT OF INTEREST**

- 11.1 Notwithstanding any other provision of this Contract, no COUNTY employee whose position in COUNTY enables such employee to influence the award or administration of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR herein, or have any other direct or indirect financial interest in this Contract. No officer or employee of COUNTY who may financially benefit from the provision of Services hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation of such Services, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such Services.
- 11.2 No DCFS or Probation employee, either active or on leave status, shall serve as an employee or contractor of CONTRACTOR in any capacity on a full or part-time basis. No DCFS employee either active or on leave status shall be approved 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.
- 11.3 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 Contract. CONTRACTOR warrants that it is not now aware of any facts, which created a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts, which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, without limitation, identification of all persons implicated, and complete description of all relevant circumstances.

## **12.0 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS**

- 12.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, the 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 Opportunity for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants by job



category to the CONTRACTOR. CONTRACTOR shall report all job openings with job requirements to: [GAINGROW@DPSS.LACOUNTY.GOV](mailto:GAINGROW@DPSS.LACOUNTY.GOV) and [BSERVICES@WDACS.LACOUNTY.GOV](mailto:BSERVICES@WDACS.LACOUNTY.GOV) and DPSS will refer qualified GAIN/GROW job candidates.

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

### **13.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST**

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

### **14.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

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

14.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.

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

integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

- 14.4 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 14.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. The CONTRACTOR and DCFS/Probation shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 14.6 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 Contractor Hearing Board.
- 14.7 If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.
- 14.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the

hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

14.9 This Section 14.0 shall also apply to Subcontractors of COUNTY Contractors.

## **15.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTORS to complete the certification in Exhibit L, the COUNTY seeks to ensure that all COUNTY CONTRACTORS, which receive or raise charitable contributions, comply with California law in order to protect the COUNTY and its taxpayers. A CONTRACTOR, which receives or raises charitable contributions without complying with its obligations under California law, commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

## **16.0 COUNTY'S QUALITY ASSURANCE PLAN**

The COUNTY or its agent will monitor CONTRACTOR's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the CONTRACTOR's compliance with all Contract terms and conditions and performance standards. CONTRACTOR deficiencies which COUNTY determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

## **17.0 EMPLOYEE BENEFITS AND TAXES**

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

## **18.0 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 Contract.

## **19.0 EVENTS OF DEFAULT**

### **19.1 Default for Non-Performance**

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

19.1.1 CONTRACTOR has made a material misrepresentation of any required information in the Plan of Operations and Program Statement; or

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

- 19.2 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.
- 19.3 CONTRACTOR's failure to comply with the Criminal Clearance background check and/or the Megan's Law Website database check requirements, including certifying a foster home with either an exemption or exception to the Criminal Clearance background check for use by the COUNTY without prior written approval from the COUNTY Program Manager, shall be considered an event of default.

19.4 Default for Insolvency

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

- 19.4.1 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;
- 19.4.2 The filing of a voluntary petition in bankruptcy;
- 19.4.3 The appointment of a Receiver or Trustee for CONTRACTOR;
- 19.4.4 The execution by CONTRACTOR of an assignment for the benefit of creditors.

19.5 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.

## **20.0 FORMER FOSTER YOUTH CONSIDERATION**

- 20.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform Services set forth herein, CONTRACTOR shall give consideration (after COUNTY employees, and GAIN/GROW participants, as described in Part II, Sections 13.0 and 14.0) 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 emailing, a list denoting any position(s) for which hiring is anticipated to:

County of Los Angeles  
Department of Children and Family Services  
Attention: Division Chief, Youth Development Services  
3530 Wilshire Blvd., Suite 400  
Los Angeles, CA 90010  
FAX: ~~(213) 637-0036~~  
Email: to be determined

20.2 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).

## **21.0 INDEPENDENT CONTRACTOR STATUS**

This Contract 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 Contract are, for purposes of Workers' Compensation liability, employees solely of CONTRACTOR and not of COUNTY. CONTRACTOR shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with service to COUNTY provided pursuant to this Contract.

## **22.0 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'.)

## **23.0 NON-DISCRIMINATION IN EMPLOYMENT**

23.1 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).

- 23.2 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.
- 23.3 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.
- 23.4 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.
- 23.5 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 Contract. COUNTY reserves the right to determine independently whether the non-discrimination provisions of this Contract have been violated. In addition, a determination by the California Fair Employment Opportunity Commission that CONTRACTOR has violated State or Federal non-discrimination laws or regulations shall constitute a finding by COUNTY that CONTRACTOR has violated the non-discrimination provisions of this Contract.
- 23.6 The parties agree that in the event CONTRACTOR violates the non-discrimination provisions of this Contract, COUNTY shall, at its option, be entitled to a sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating this Contract.

#### **24.0 NON-DISCRIMINATION IN SERVICES**

In the performance of this Contract CONTRACTOR shall not discriminate in the delivery of Services as provided in CONTRACTOR’s Plan of Operations and Program Statement, attached hereto as Exhibit A-13, 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 Plan of Operations and Program Statement and in compliance with CONTRACTOR's license. Such determination may not be arbitrary and capricious, unreasonable or discriminatory.

## **25.0 NOTICE OF DELAYS**

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

## **26.0 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, attached hereto as Exhibit F.

## **27.0 PROPRIETARY RIGHTS**

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

27.1 To the extent that 45 CFR 95.617 applies to this Contract, this Sub-section 27.2 shall be applicable. Notwithstanding any other provision of this Contract, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with Federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and



subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein. To the extent that 45 CFR 95.617 does not apply, nothing precludes the CONTRACTOR from seeking a trademark to its intellectual property developed during the term of this contract.

- 27.2 Any materials, data and information not developed under this Contract, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET", "PROPRIETARY", or "CONFIDENTIAL".
- 27.3 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 Sub-section 27.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.
- 27.4 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Sub-section 27.4 for:
- 27.4.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Sub-section 27.3;
- 27.4.2 Any materials, data and information covered under Sub-section 27.2; and
- 27.4.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law
- 27.5 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.
- 27.6 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.

27.7 The provisions of Sub-sections 27.5, 27.6, and 27.7 shall survive the expiration or termination of this Contract.

## **28.0 DISCLOSURE OF INFORMATION**

28.1 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 Contract within the following conditions:

28.1.1 CONTRACTOR shall develop all publicity material in a professional manner and subject to Part I, Section 10.0, Confidentiality, of this Contract.

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

28.1.3 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.

## **29.0 RECYCLED-CONTENT PAPER**

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

## **30.0 SAFELY SURRENDERED BABY LAW**

30.1 Contractor's Acknowledgement of County's Commitment to 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 Exhibit S, 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. Information and posters for printing are available at [www.babysafela.org](http://www.babysafela.org).

## 30.2 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, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit S, Safely Surrendered Baby Law of this Master Agreement. Additional information is available at [www.babysafela.org](http://www.babysafela.org).

## 31.0 SUBCONTRACTING

- 31.1 No performance of this Contract or any portion thereof may be subcontracted by CONTRACTOR without the express written authority of COUNTY DCFS Director. Any attempt by CONTRACTOR to Subcontract performance of any of the terms of this Contract, in whole or in part, without said consent shall be null and void and shall constitute a breach of the terms of this Contract, upon which Contract may be terminated in accordance with Part II, Section 32.0, Termination for Contractor's Default. CONTRACTOR shall submit each Subcontract to COUNTY for written approval prior to Subcontractor performing any work hereunder.
- 31.2 All of the provisions of this Contract 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 Contract 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."
- 31.3 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.
- 31.4 CONTRACTOR shall obtain the following from each Subcontractor before any Subcontractor employee may perform any work under any Subcontract to this Contract. CONTRACTOR shall maintain and make available upon request of Program Manager all the following documents:
- 31.4.1 An executed Acknowledgment and Confidentiality Agreement (Exhibit D-2) executed by each Subcontractor and each of Subcontractor's employees approved to perform work hereunder.

31.4.2 Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by Part I, Section 6.0, Insurance Coverage Requirements, of this Contract.

31.4.3 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.

31.5 CONTRACTOR shall provide COUNTY's Program Manager with copies of all executed Subcontracts.

31.6 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 Contract, including, but not limited to, the obligation to properly supervise, coordinate, and perform all work required hereunder.

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

31.8 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.

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

32.1 Upon determining the existence of any one or more of the circumstances heretofore described in Part II, Section 19.0, Events of Default, this Contract may be subject to termination, by the Board of Supervisors, either immediately or within such longer time period as noticed by COUNTY.

32.2 In the event COUNTY terminates this Contract in whole or in part as provided in this Section, COUNTY may recover damages to the extent permitted by applicable law, subject to the terms of Part I, Dispute Resolution Procedures, Section 20.0.

After receipt of a notice of termination, CONTRACTOR shall submit to COUNTY in the form and with the certification as may be prescribed by COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly. COUNTY will not accept any such invoice submitted later than three (3) months from the effective date of termination. Upon failure of CONTRACTOR to submit its termination claim and invoice within

the time allowed, COUNTY may determine, on the basis of information available to COUNTY, the amount, if any, due to CONTRACTOR in respect to the termination, and such determination shall be final. After such determination is made, COUNTY shall pay CONTRACTOR the amount so determined as full and complete satisfaction of all amounts due CONTRACTOR under this Contract for any terminated Services, provided that such amounts may be offset against any amounts COUNTY claims are due from CONTRACTOR pursuant to the terms of this Contract.

- 32.3 CONTRACTOR shall not be liable, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes may include, but not be limited to: acts of God or of the public enemy, acts of Federal, State, or County Governments in their sovereign capacities, fires, floods, epidemics, riots, earthquakes, quarantine restrictions, strikes, freights embargoes and unusually severe weather, but in every case, the failure to perform must be beyond the control and without the fault or negligence of CONTRACTOR.
- 32.4 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.

### **33.0 TERMINATION FOR CONVENIENCE**

- 33.1 The performance of Services under this Contract may be terminated in whole or part when such action is deemed by COUNTY to be in its best interest and such termination is approved by the Board of Supervisors. Termination of Services hereunder shall be effected by delivery to CONTRACTOR of a ninety (90) day advance notice of termination specifying the extent to which performance of Services under this Contract is terminated and the date upon which such termination becomes effective.
- 33.2 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:
  - 33.2.1 Stop Services under this Contract on the effective date of termination.
  - 33.2.2 Continue to perform, as required by this Contract until the effective date of termination.

33.3 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 Contract for any terminated Services, provided that such amounts may be offset against any amounts COUNTY claims are due from CONTRACTOR pursuant to the terms of this Contract.

#### **34.0 TERMINATION FOR IMPROPER CONSIDERATION**

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

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

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

#### **35.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

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

retained by the CONTRACTOR to fully comply with the COUNTY's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the COUNTY may, in its sole discretion, immediately terminate or suspend this Contract.

### **36.0 COVENANT AGAINST CONTINGENT FEES**

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

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

### **37.0 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

37.1 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals and businesses that benefit financially from COUNTY through Contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

37.2 Unless CONTRACTOR qualifies for an exemption or exclusion, CONTRACTOR warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

37.3 CONTRACTORS Certification of Compliance with the COUNTY's Defaulted Property Tax Reduction Program is incorporated as Exhibit M of this Contract.

### **38.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Section 38.0 "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute default under this Contract. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract, failure of CONTRACTOR to cure such default within ten (10) days of notice shall be grounds upon which COUNTY may terminate this Contract and/or pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.206.

### **39.0 TIME OFF FOR VOTING**

The CONTRACTOR shall notify its employees, and shall require each SUBCONTRACTOR to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every CONTRACTOR and SUBCONTRACTORS shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

### **40.0 MANDATORY REQUIREMENT TO REGISTER ON FEDERAL SYSTEM FOR AWARD MANAGEMENT**

CONTRACTOR represents and warrants that it has registered in the Federal System for Award Management's (SAM). Prior to a contract award, all potential contractors must register in SAM. Registration can be accomplished online via the Internet by accessing the Federal Contractor Registry's home page at <https://www.sam.gov/portal/SAM/#1>. CONTRACTOR certifies that is in good standing with the federal government Executive Order 12549, 7CFR Part 3017, 45 CFR Part 76, and 2 CFR 200.212 Subpart C. CONTRACTOR certifies that to the best of its knowledge and belief it and its principals or affiliates under this contract are not debarred or suspended from federal financial assistance programs and activities; proposed for debarment; declared ineligible; or voluntarily excluded from participation in covered transactions by any federal department or agency as attached hereto as Exhibit O.

### **41.0 COMPLIANCE WITH ENCRYPTION REQUIREMENTS**

#### **41.1 Data Encryption**

Contractor and Subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below in Subsection 41.1.1, 41.1.2, and 41.1.3; and, as PI is defined in California Civil Code Section 1798.29(g), PHI is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations, and MI is defined in California Civil Code Section 56.05(j).

##### **41.1.1 Stored Data**

Contractors' and Subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) shall require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National



Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management- Part 1: General (Revision 3); (c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

#### 41.1.2 Transmitted Data

All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Recommendation for Key Management - Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

#### 41.1.3 Certification

The County must receive within ten (10) business days of its request, a certification from Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above in Contractor's Compliance with Encryption Requirements Form (Exhibit P). In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 43.0 (Data Encryption) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

### **42.0 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING**

Contractor acknowledges and certifies in Attachment Q, Zero Tolerance Human Trafficking Policy Certification that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's

staff be removed immediately from performing services under the Master Agreement. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

#### **43.0 CONTRACTOR ALERT REPORTING DATABASE**

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

#### **44.0 COMPLIANCE WITH THE COUNTY POLICY OF EQUITY**

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.bos.lacounty.gov/pdf/PolicyOfEquity.pdf>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
AND PROBATION DEPARTMENT  
FOSTER CARE PLACEMENT SERVICES MASTER CONTRACT FOR INTENSIVE  
SERVICES FOSTER CARE FOSTER FAMILY AGENCY FOR CHILDREN WITH  
SPECIAL HEALTH CARE NEEDS**

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

COUNTY OF LOS ANGELES

CONTRACTOR

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

By: \_\_\_\_\_  
Bobby D. Cagle, Director  
Department of Children and  
Family Services

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title \_\_\_\_\_

By: \_\_\_\_\_  
Terri McDonald  
Chief Probation Officer  
Probation Department

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title \_\_\_\_\_

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

APPROVED AS TO FORM:  
BY THE OFFICE OF COUNTY COUNSEL  
MARY C. WICKHAM, COUNTY COUNSEL

By: \_\_\_\_\_  
David Beaudet  
Senior Deputy County Counsel

**FOSTER CARE PLACEMENT SERVICES MASTER CONTRACT**

**FOR**

**INTENSIVE SERVICES FOSTER CARE FOSTER FAMILY AGENCY FOR CHILDREN  
WITH SPECIAL HEALTH CARE NEEDS**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**



**AND**

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

**(CLICK HERE AND ENTER CONTRACT NUMBER)**

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

**AND**

The Probation Department  
Placement Administrative Services  
9150 East Imperial Highway  
Downey, California 90242

Month 2019

**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES AND PROBATION  
DEPARTMENT  
FOSTER CARE PLACEMENT SERVICES MASTER CONTRACT FOR INTENSIVE  
SERVICES FOSTER CARE FOSTER FAMILY AGENCY FOR CHILDREN WITH  
SPECIAL HEALTH CARE NEEDS**

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**LIST OF EXHIBITS**

Exhibit A	Statement of Work
Exhibit A-1	Foster Family Agency Reference Links
Exhibit A-2	Service Delivery Sites
Exhibit A-3	Intentionally Left Blank
Exhibit A-4	Intentionally Left Blank
Exhibit A-5	Special Incident reporting Guide for FFAs
Exhibit A-6	FFA Monthly Utilization Report Template
Exhibit A-7	Intentionally Left Blank
Exhibit A-8	Intentionally Left Blank
Exhibit A-9	Intentionally Left Blank
Exhibit A-10	Discharge Summary for DCFS: Foster Family Agency
Exhibit A-11	Provider Needs and Services Plan/Quarterly Report Template Information
Exhibit A-12	Applicant’s Authorization for Release of Information
Exhibit A-13	Foster Family Agency’s Plan of Operations and Program Statement
Exhibit A-13a	CDSS Approval Letter for Resource Family Approval (RFA) Implementation Plan
Exhibit A-14	ISFC FFA Facility License(s)
Exhibit A-15	ISFC FFA Rate Letter
Exhibit A-16	Intentionally Left Blank
Exhibit A-17	Adoption License or MOU
Exhibit B	Line Item budget
Exhibit C	Office of Management and Budget (OMB) Title 2 Code of Federal Regulations (CFR), Part 200 and 2 CFR 1.100, title 2, Part 1
Exhibit C-1	Auditor-Controller Foster Family Agency Contract Accounting and Administration Handbook
Exhibit C-2	Auditor-Controller/Department of Children and Family Services/Probation Department Fiscal Audit Phases, Fiscal/Audits of Foster Family Agency Foster Care Services Contractors
Exhibit C-3	Los Angeles County Annual Revenue and Expenditure Report including Form FCR 12 FFA
Exhibit D	Contractor Acknowledgment and Confidentiality Agreement Form
Exhibit D-1	Contractor Employee Acknowledgment and Confidentiality Agreement Form
Exhibit D-2	Contractor Non-Employee Acknowledgment and Confidentiality Agreement Form
Exhibit D-3	Confidentiality of Criminal Offender Record Information (CORI) Form
Exhibit D-4	Resource Foster Parent Acknowledgment and Confidentiality Agreement Form
Exhibit E	Statement of Dangerous Behaviors and California Department of Social Services Child Welfare Services Manual, Section 31-405

Exhibit F	IRS Notice 1015 - Notice to Employees Regarding Federal Earned Income Credit (FEIC)
Exhibit G	Payment Resolution Notification (COV 71)
Exhibit H	Overpayments Policy
Exhibit I	Contractor's Certification of Compliance with Child, Spousal and Family Support Orders
Exhibit J	Contractor's Certification of Compliance with all Federal and State Employment Reporting Requirements
Exhibit K	Contractor's Equal Employment Opportunity (EEO) Certification
Exhibit L	Charitable Contributions Certification
Exhibit M	Defaulted Property Tax Certification Form
Exhibit N	DCFS Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures (As Amended on February 24, 2014)
Exhibit O	Federal Debarment and Suspension Certification Form
Exhibit P	Contractor's Compliance with Encryption Requirements Form
Exhibit Q	Zero Tolerance Human Trafficking Policy Certification Form
Exhibit R	Certification of Compliance with Background and Security Investigation
Exhibit S	Safely Surrendered Baby Law Fact Sheet
Exhibit T	County of Los Angeles Contractor Employee Jury Service Program Certification Form (Code 2.203)
Exhibit U	County's Administration
Exhibit V	ISFC Contractor's Administration
Exhibit W	Sample Report on Outside Employment
Exhibit W-1	Sample Report on Conflict of Interest



**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES AND PROBATION  
DEPARTMENT  
FOSTER CARE PLACEMENT SERVICES MASTER CONTRACT FOR INTENSIVE  
SERVICES FOSTER CARE FOSTER FAMILY AGENCY FOR CHILDREN WITH SPECIAL  
HEALTH CARE NEEDS**

This is the Foster Care Placement Services Master Contract for Intensive Services Foster Care Foster Family Agency (hereinafter referred to as "Contract").

This Contract is made and entered into this 1st day of \_\_\_\_\_, 2019 by and between

County of Los Angeles  
hereinafter referred to as "COUNTY"

and

Contractor \_\_\_\_\_  
hereinafter referred to as "CONTRACTOR".

**RECITALS**

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

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

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

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

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

WHEREAS, pursuant to the provisions of Welfare Institution Code (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, under the Catalog for Federal Domestic Assistance Number 93.658; and

WHEREAS, CONTRACTOR warrants that it possesses the competence, expertise and personnel necessary to provide such services, and understands for purposes of this contract

considers itself a sub-recipient insofar as compliance with Office of Management and Budget (OMB) 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 2 CFR 1.100, title 2, Part 1,

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

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

### **1.0 APPLICABLE DOCUMENTS**

- 1.1 This Contract and the Exhibits hereto, constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous Contracts, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, Section 5.0, “Changes and Amendments” and signed by both parties.
- 1.2 Exhibits A through A-17, B, C through C-3, D through D-4, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W and W-1 set forth below, are attached to and incorporated by reference in this Contract.
- 1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, Statement of Work, and Attachments according to the following priority:

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Exhibit A-3	Intentionally Left Blank
Exhibit A-4	Intentionally Left Blank
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Exhibit W	Sample Report on Outside Employment
Exhibit W-1	Sample Report on Conflict of Interest

## 2.0 DEFINITIONS

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

- 2.1 "Aid to Families with Dependent Children-Foster Care (AFDC-FC)" – means foster care financial assistance paid on behalf of children in out-of-home placement who meet the eligibility requirements specified in applicable state and federal regulations and laws. The program is administered by DCFS.
- 2.2 "Allowable Costs" - Reported costs shall be allowable and reasonable as defined in federal statutes and regulations including 45 CFR Part 74, 45 CFR Part 1356, and in California CDSS MPP Section 11-402.8.
- 2.3 "Approved Resource Family Home" – means a family residence approved by an FFA and issued a Certificate of Approval in accordance with the California Department of Social Services Community Care Licensing (CDSS CCL) Division, Title 22, Chapter 8.8 Foster Family Agencies, Article 9, Subchapter 1, Articles 1-7.
- 2.4 "Case Plan" – means 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) or Deputy Probation Officer (DPO) in partnership with the parent/guardian (whenever possible) and designed to reduce or eliminate the risk factor(s) which precipitated the referral to DCFS or Probation. It identifies a Case Plan goal (the desired outcome), objectives (the desired outcome of the successful completion of specified tasks), tasks/activities (for which a participant is accountable and the completion of which moves toward achievement of a specified Case Plan objective), the specific Services to be provided and time frames for completion of the objectives and goals. Case Plan goals include: Family Maintenance, Family Preservation, Reunification and Permanency Planning (Adoption, Legal Guardianship and Long Term Foster Care).
- 2.5 "Child" or "Children" - means any child, children or youth placed by COUNTY

receiving Services from CONTRACTOR pursuant to this Contract, including non-minor dependents.

- 2.6 “Child and Family Team” or “CFT” – team’ means a group of individuals who are convened by the placing agency and who are engaged through a variety of team-based processes to identify the strengths and needs of the child or youth and his or her family, and to help achieve positive outcomes for safety, permanency, and well-being.
- 2.7 “Children’s Social Worker” or “CSW” – means 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.
- 2.8 “Community” – means 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.
- 2.9 “Community Care Licensing Division” or “CCLD” – means the Division of the California Department of Social Services that licenses community care facilities including group homes. They also monitor compliance with Title 22 regulations.
- 2.10 “Contract” – means an agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Statement of Work, Exhibit A.
- 2.11 “CONTRACTOR” – means the sole proprietor, partnership, or corporation or other person or entity that has entered into this Contract with the COUNTY.
- 2.12 “Core Services and Supports” – means services made available to children either directly or secured through formal agreements with other agencies, which are trauma-informed and culturally relevant which includes: Specialty Mental Health Services; Transition Services; Education, Physical, Behavioral, Mental Health, and Extracurricular supports; Transition to Adulthood Services; Permanency Support Services; and Indian Child Services.
- 2.13 “Corrective Action Plan” or “CAP” – means a document that serves as CONTRACTOR’s commitment to remedy deficiencies in response to findings uncovered in investigations, as further described in Part I, Section 16.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, Sub-section 16.1 and Exhibit N, DCFS/Probation Foster Care Placement Contract Investigation/Monitoring/Audit Remedies and Procedures Agreement.

- 2.14 “COUNTY” – means the Department of Children and Family Services and/or the Probation Department on behalf of the County of Los Angeles and its Board of Supervisors.
- 2.15 “County Contract Program Monitor” – means COUNTY representative responsible for the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
- 2.16 “County Program Director” – means COUNTY representative at the Division Chief level responsible for oversight of the contracted program.
- 2.17 “COUNTY’s Program Manager” or “CPM” – means COUNTY representative responsible for daily management of contracted program operation and administering this Contract, consulting on policy, providing technical assistance and overall coordination and implementation of this Contract between the CONTRACTOR and COUNTY. (See Exhibit U, County’s Administration)
- 2.18 “Court Appointed Special Advocate” or “CASA” – means a court appointed person who advocates for the Placed Child’s needs and best interests and provides the court with written recommendations.
- 2.19 “COUNTY Worker” – means for a DCFS-Placed Child, COUNTY Worker is a Children’s Social Worker (CSW). For a Probation-Placed Child, COUNTY Worker is a Deputy Probation Officer (DPO). County Worker is also a Department of Mental Health (DMH) professional.
- 2.20 “Day” or “Days” – means whether singular or plural, whether with initial letter capitalized or not, shall mean calendar days, and not business or workday, unless otherwise specifically stated.
- 2.21 “DCFS” - means COUNTY’s Department of Children and Family Services
- 2.22 “Department of Mental Health” or “DMH” – The County of Los Angeles Department of Mental Health that, through its Children’s System of Care, provides services for emotionally disturbed children including those in GHs. These services include:
- 2.22.1 Certification of the mental health services component for any proposed rate for STRTP program prior to the Foster Care Funding and Rates Bureau establishing these rate levels;
- 2.22.2 Support for the development of Day Rehabilitation Programs in STRTPs;

2.22.3 Support for the development of Day Treatment Programs in STRTPs;  
and

2.22.4 Providing Therapeutic Behavioral Services in STRTPs.

- 2.23 “Dependent Children” – A child who is within the jurisdiction of the Juvenile Court under Welfare and Institutions Code, Sections 300(a), (b), (c), (d), (e), (f), (g), (h), (i), and (j). DCFS supervises Dependent Children.
- 2.24 “Deputy Probation Officer” or “DPO” - An employee of the Probation Department who provides direct supervision of youth on formal probation.
- 2.25 “Developmental Disability” – A disability which originates before an individual attains age 18, continues, or can be expected to continue indefinitely, and constitutes a substantial disability for that individual. This term shall include mental retardation, cerebral palsy, epilepsy, and autism. This term shall also include disabling conditions found to be closely related to mental retardation or to require treatment similar to that required for individuals with mental retardation, but shall not include other handicapping conditions that are solely physical in nature (Welfare and Institutions Code, Section 4512(a).
- 2.26 “Director” - means COUNTY’s Director of Children and Family Services or his or her authorized designee.
- 2.27 “Do Not Refer Status” or “DNR Status” –means all new referrals to CONTRACTOR are suspended, as further discussed in Part I, Section 16.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, Sub-section 16.3, Do Not Refer Status and Exhibit N, DCFS/Probation Foster Care Placement Contract Investigation/Monitoring/Audit Remedies and Procedures Agreement.
- 2.28 “Do Not Use Status” or “DNU Status” – means all new referrals to CONTRACTOR are suspended, and all Placed Children are removed from CONTRACTOR’s facility(ies), as further discussed in Part I, Section 16.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, Sub-section 16.4, Do Not Use Status and Exhibit N, DCFS/Probation Foster Care Placement Contract Investigation/Monitoring/Audit Remedies and Procedures Agreement.
- 2.29 “Emancipation” – means successful passage of foster youth to adulthood, including becoming a responsible and contributing member of the Community.
- 2.30 “Emancipation Planning” – means 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.

- 2.31 "Excess Payment" or "Payment Error" refers to any payment that is not an "Overpayment" as defined in this section, but which the Contractor received and was not entitled to and therefore that the CONTRACTOR must return to the COUNTY.
- 2.32 "Expended Funds" or "Expended" or "Expenditures" – means AFDC-FC funds, received through this Contract that are subsequently spent by CONTRACTOR for the care and Services of Placed Children. Expended funds must be reasonable and allowable in accordance with Part I, Section 25.0 Use of Funds, Sub-section 25.3 of this Contract.
- 2.33 "Federal Tax Exempt Status" – means the status of organization or agency that is exempt from Federal income tax under Section 501-(c)-(3) of the Internal Revenue Code.
- 2.34 "Fiscal Year(s)" - means the twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.35 "Foster Care Funding and Rates Bureau" – means the Division of the California Department of Social Services that establishes Aid to Families with Dependent Children-Foster Care (AFDC-FC).
- 2.36 "Foster Care Payment Hotline" – means a telephone number that CONTRACTOR may call under circumstances described in this Contract (i.e., within 24 hours of child leaving the agency) or may call to request payment or Medi-Cal information. The Foster Care Payment Hotline Number is (800) 697-4444.
- 2.37 "Foster Family Agency"- means any public agency or private organization engaged in the recruiting, approving, training of, and providing professional support to Resource Families who provide out-of-home care in a family home setting for the placement of children/youth, pregnant and parenting teens with children, and Non Minor Dependents (NMDs) who are supervised by DCFS and Probation and in need of care. FFAs will coordinate with DCFS and Probation Department to find homes and provide services and supports to Resource Families and to the placed children to the extent possible and authorized by local, state and federal law.
- 2.38 "Foster Family Agency Program Rates" – means the service rate levels payable to FFAs, as periodically established by the Department of Social Services, Foster Care Funding and Rates Bureau.
- 2.39 "Health and Education Passport" or "Black Binder (DCFS)" means the Health and Education Passport that is the summary of the health (including dental

and mental health information) and educational information required by Welfare and Institutions Code Section 16010 (Exhibit A-1) that is to follow the child to all foster placements. DCFS created 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).

- 2.40 "Hold Status" – means a temporary suspension of referrals of children to CONTRACTOR by placing CONTRACTOR on Hold Status for up to a 45-Day period at any time during investigations, as further defined in Part I, Section 16.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, Sub-section 16.2 of this Contract and Exhibit N, DCFS Foster Care Placement Contract Investigation/Monitoring/Audit Remedies and Procedures Agreement.
- 2.41 "Independent Living Program" or "ILP" – means the program authorized under 42 U.S.C. 677 of the Social Security Act for services and activities to assist/prepare Placed Children age 14 or older to make the transition from out-of-home care to independent living. Youths receiving family reunification and permanent placement services, and those in out-of-home care are eligible. Youths receiving emergency response and family maintenance services and those in psychiatric hospitals are not eligible for the program. DCFS and Probation may also provide ILP services to former foster youths up to age 21. ILP is a major component of Emancipation Planning.
- 2.42 Integrated Core Practice Model (ICPM) – means a set of practices and principles for child/youth/NMD served by both the child welfare and mental health system. The framework for ICPM is a shared set of practice principles to be used when providing services to the member of the Katie A. Class including members of the Katie A. subclass. The values and principles are summarized in the Treatment Foster Care Program Manual.
- 2.43 "Intensive Services Foster Care Foster Family Agency" or "ISFC FFA" – means any foster family agency that provides therapeutic services to children who reside in the foster family agency's resource family homes. The services may include, but not limited to, education and mental health services, sexual or physical abuse counseling, alcohol or drug abuse counseling and vocational training.
- 2.44 "Interagency Placement Committee" – means a group led by the Department of Mental Health (DMH) who in conjunction with representatives from the Departments of Children and Family Services and Probation Department

pursuant to WIC Sections 4096(c) and 11462.01(d)-(h) creates a committee that determines placement of child/youth/NMD when considering STRTP or ISFC placement. Membership includes the county placement agency (DCFS and/or Probation) and a licensed mental health professional from the county Department of Mental Health.

- 2.45 "Manual of Policies and Procedures" – Refers to the manual promulgated by the California Department of Social Services.
- 2.46 "Multi-disciplinary Team" or "MDT" – means a group of health care providers and other professionals, including physicians, pediatricians, psychologists, clinical social worker, licensed vocational nurses, pediatric nurse practitioner, occupational therapist, and home visitor housed at the entry point to the Protective Services Child Health (PSCH) system who will jointly assess and develop a child health plan for each referred child (in conjunction with the CSW, a PHN, and, as appropriate, the child's primary caregivers).
- 2.47 "Needs and Services Plan" – means a comprehensive, individualized, time limited, goal oriented plan, developed and implemented by CONTRACTOR identifying the specific needs of an individual Placed Child, including, but not limited to, those items specified in Title 22, Division 6, Chapter 5, Section 87068.2 and 87068.22, that delineates those Services necessary in order to meet the Placed Child's identified needs.
- 2.48 "Overpayment" – AFDC-FC Overpayments are those payments defined and governed by the State Manual of Policies and Procedures (MPP) 45-304.1.11 as follows: "any amount of aid paid which a foster care service provider received on behalf of a child to which the provider was not entitled."
- 2.49 "Placed Child" or "Placed Children" – means any child or children placed by COUNTY receiving Services from CONTRACTOR pursuant to this Contract.
- 2.50 "Pool Rate" – means the rate of interest to be charged as determined by COUNTY's Auditor-Controller.
- 2.51 "Probation" – means the COUNTY's Probation Department
- 2.52 "Probation Children" – A Child who is a ward of the Delinquency Juvenile Court under Welfare and Institutions Code, Section 601(a) or (b) or Section 602(a) or (b). Probation supervises Probation Children.
- 2.53 "Program" - means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work.
- 2.54 "Program Statement" – means a comprehensive description of the foster care/foster family agency's program in effect during the term of this

Contract.

- 2.55 “Real property” – means land and anything growing on, attached to, or erected on it.
- 2.56 “Resource Foster Parent” – means the adult(s) residing in the home approved by a FFA to provide care and supervision to children.
- 2.57 “Resource Family” – means an individual or family that has successfully met both the home environment assessment and the permanency assessment criteria, as set forth in Section 16519.5 of the Welfare and Institutions Code, necessary for providing care for a child placed by a public or private child placement agency by court order, or voluntarily placed by a parent or legal guardian.
- 2.58 “Resource Family Approval Certificate” (LIC-05A an equivalent certificate) – means a document issued by the Foster Family Agency (FFA), which approves a Resource Family Home to care for children placed by a Child Welfare or Probation Agency to the extent possible and authorized by local, state and federal law. The certificate shall contain the following: (1) The name of the foster family agency; (2) Licensing Facility License Number; (3) The name(s) of the Resource Family; (4) The date of approval; (5) The capacity for which the Resource Family is approved; and (6) If applicable, any conditions placed on the approval pursuant to Section 88331.7(c).
- 2.59 “Seriously Emotionally Disturbed” – is defined by Welfare and Institutions Code, Section 5600.3(a)(2) as a minor under the age of 18 years who has a mental disorder as identified in the most recent edition of the Diagnostic and Statistical Manual of mental disorders, other than a primary substance use disorder or developmental disorder, which results in behavior inappropriate to the child’s age according to expected developmental norms. Members of this target demographic shall meet one or more of the following criteria:
- 2.59.1 As a result of the mental disorder, the child has substantial impairment in at least two of the following areas: self-care, school functioning, family relationships, or ability to function in the Community, and either of the following occur:
- 2.59.1.1 The child is at risk of removal from home or has already been removed from the home; or
- 2.59.1.2 The mental disorder and impairments have been present for more than six months or are likely to continue for more than one year without treatment;
- 2.59.2 The child displays one of the following: psychotic features, risk of

suicide or risk of violence due to a mental disorder; and

2.59.3 The child has been assessed pursuant to Article 2 (commencing with Section 56320) of Chapter 4 of Part 30 of Division 4 of Title 2 of the Education Code and determined to have an emotional disturbance, as defined in paragraph (4) of subdivision (c) of Section 300.8 of Title 34 of the Code of Federal Regulations.

- 2.60 “Severely Emotionally Disturbed/Severe Emotional Disorder” – Refers to a complex of emotional and behavioral problems that are slightly less profound in either degree or extent than the “Seriously Emotionally Disturbed”.
- 2.61 “Service(s)”- means CONTRACTOR’s obligations under the Contract, including but not limited to the basic needs CONTRACTOR agrees to meet for each Placed Child as outlined in this Contract, the Statement of Work, the California Department of Social Services Regulations, and CONTRACTOR’s Plan of Operations and Program Statement.
- 2.62 “Core Practice Model (CPM)” – means a process that is family centered, solution focused, trauma responsive, strength-based, team driven, and improves outcomes for children and families prioritizes child safety by enabling stronger teamwork with children and families, grounded in strong community support through Engagement, Teaming, Assessment and Understanding, and Tracking and Adapting.
- 2.63 “State” – means the State of California.
- 2.64 “Subcontract” – means a contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.
- 2.65 “Subcontractor” – means an organization or individual that enters into an Contract 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.
- 2.66 “Team Decision Making” or “TDM” – is a process utilizing a multi-disciplinary assessment and team approach in working with children and their families.
- 2.67 “Title 22” – means the California Code of Regulations for community care facilities including group homes.
- 2.68 “Un-Expended Funds” or “Un-Expended” – Means AFDC-FC funds, received through this Contract, which are retained and not spent by CONTRACTOR. (See Part I, Section 25.0 Use of Funds, Sub-section 25.6 of this Contract.)

- 2.69 "Youth Development Services" - includes but is not limited to: plans for emancipating youth, vocational training, work experience and educational opportunities.

### **3.0 TERM**

- 3.1 The term of this Contract shall be \_\_\_ months, commencing after execution by the Director of DCFS and Probation's Chief Probation Officer, through June 30, 2020 unless terminated earlier or extended, in whole or in part, as provided in this Contract
- 3.2 The COUNTY shall have the sole option to extend the Contract term for up to four (4) additional 12-month periods for a maximum total Contract term of five (5) years. Each such option and extension shall be exercised at the discretion of the Director of DCFS and the Chief Probation Officer; and extended by the Director of DCFS by written notice to the CONTRACTOR thirty (30) days prior to the expiration of the Contract term provided that approval of County Counsel is obtained prior to any such extension.
- 3.3 The term this Contract may also be extended by the Director of DCFS by written notice to the CONTRACTOR thirty (30) days prior to the expiration of the Contract term, after County Counsel approval, for a period not to exceed six (6) months beyond the expiration of the then Contract term, if such additional time is necessary to complete the negotiation or solicitation of a new Contract

### **4.0 PAYMENT RATE**

- 4.1 COUNTY and CONTRACTOR agree that payments referenced in this Contract are based on rates established by California DSS Foster Care Funding and Rates Bureau. During the term of this Contract, COUNTY shall compensate CONTRACTOR for the Services set forth in this Contract and in the Statement of Work (Exhibit A), for each Placed Child at the Intensive Services Foster Care Foster Family Agency Program Rates, as further described in Part I, Section 7.0, Invoices and Payments.
- 4.2 CONTRACTOR shall submit to COUNTY a current budget for the work to be performed under this Contract. 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 State of California Department of Social Services FCR-12 FFA. 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.

#### 4.3 Services and Rates

Payment to cover the costs of the care and supervision provided to foster teens and their non-dependent child(ren) placed in Whole Family Foster Homes will be higher than payment for FFA Homes that are not approved as Whole Family Foster Homes. The infant supplement rate paid for a non-dependent child placed with the minor dependent parent in a Whole Family Foster Home (WFFH) will be increased to the equivalent of the County's basic AFDC-FC rate for the age of the child. Additionally, the infant supplement payment in a WFFH where the caregiver and the minor dependent parent have developed a Shared Responsibility Plan (SRP) in collaboration with the county social worker shall be enhanced by an additional infant supplement payment of \$200. (If placement involves more than one non-dependent child, a SRP must be developed for each child to obtain the additional infant supplement payment for each child.) CONTRACTOR shall pass on to the resource foster parent the additional infant supplement payment to care for a nondependent child placed with the minor dependent parent in an approved home, where the resource foster parent and the minor dependent parent have a SRP.

### 5.0 GENERAL INSURANCE REQUIREMENTS

Without limiting CONTRACTOR's and COUNTY's mutual indemnification, and during the term of this Contract, CONTRACTOR shall provide and maintain, and shall require of all of its Subcontractors (except as noted in Part I, Section 6.0 Insurance Coverage Requirements, Sub-section 6.1) to maintain, the following programs of insurance specified in this Contract. 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.

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

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

Prior to commencing Services under this Contract, such certificates or other evidence shall:

- 5.1.1 Specifically identify this Contract.
- 5.1.2 Clearly evidence all coverages required in this Contract.
- 5.1.3 Contain a provision that COUNTY shall receive, written notice of cancellation or any change in required insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to COUNTY at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in required insurance may constitute a material breach of the Contract, in the sole discretion of the COUNTY, upon which COUNTY may suspend or terminate this Contract.
- 5.1.4 Include copies of the additional insured endorsement to the CONTRACTOR's general liability, professional liability, and Sexual misconduct liability policies, adding the County, its Special Districts, elected and appointed officers, employees, agents and volunteers as insured for all activities arising from this Contract.
- 5.1.5 Waiver of Subrogation: To the fullest extent permitted by law, the CONTRACTOR hereby waives its rights and its insurer(s)' rights of recovery against COUNTY under all the Required Insurance for any loss arising from or relating to this Contract. The CONTRACTOR shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.
- 5.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY. Such approval will not be unreasonably withheld.
- 5.3 Failure to Maintain Insurance: CONTRACTOR's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which COUNTY immediately may withhold payments due to CONTRACTOR, and/or suspend or terminate this Contract. COUNTY at its sole discretion may obtain damages from CONTRACTOR resulting from said breach. Alternatively, the COUNTY may, upon notice to the Contractor, purchase the Required Insurance, deduct the premium cost from sums due to CONTRACTOR or pursue CONTRACTOR reimbursement.
- 5.4 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to



COUNTY:

- 5.4.1 Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.
- 5.4.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Contract.
- 5.4.3 Any injury to a CONTRACTOR employee, which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-Employee Injury Report" to COUNTY Contract Manager.
- 5.4.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this Contract.
- 5.5 Compensation for COUNTY Costs: In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.
- 5.6 Insurance Coverage Requirements for Subcontractors: CONTRACTOR shall ensure any and all Subcontractors performing services under this Contract, consistent with Part I, Section 6.0 Insurance Coverage Requirements, Sub-section 6.1, meet the insurance requirements of this Contract by either:
  - 5.6.1 CONTRACTOR providing evidence of insurance covering the activities of Subcontractors, or
  - 5.6.2 CONTRACTOR providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

**6.0 INSURANCE COVERAGE REQUIREMENTS**

- 6.1 General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits equal to the maximum allowed under contractor's policy, or the following, whichever is greater:

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.

- 6.2 Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all “owned,” “hired” and “non-owned” vehicles, or coverage for “any auto.”
- 6.3 Workers’ Compensation and Employer’s Liability insurance providing workers’ compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible.

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

- 6.4 Professional Liability: Insurance covering Contractor’s liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement’s expiration, termination or cancellation.
- 6.5 For ISFC FFAs on COUNTY owned property:
  - 6.5.1 Property Coverage: Such an insurance shall be endorsed naming the COUNTY of Los Angeles as loss payee, provide deductibles of no greater than 5% of the property value.
- 6.6 Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of sexual nature.

**7.0 INVOICES AND PAYMENTS**

- 7.1 The CONTRACTOR shall maintain Foster Care Funding and Rates Bureau (FCFRB) ISFC FFA rates. A copy of the current rate letter shall be included as Exhibit A-15 in this Contract. COUNTY shall pay CONTRACTOR for each Placed Child the monthly Intensive Services Foster Care 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. COUNTY requires CONTRACTOR to provide a voucher as a condition of payment pursuant to MPP 45-303.1 through 45-303.5. Failure to provide the voucher by the deadline set forth in the voucher statement, along with any information required, may result in delay of payment no later than fifteen (15) Days after the voucher information is submitted to COUNTY by CONTRACTOR. Failure to provide the required information may result in COUNTY not making payment.

Vouchers for DCFS shall be sent to:

County of Los Angeles  
Department of Children and Family Services  
Attention: Revenue Enhancement Division  
Vendor Voucher Validation Unit  
P.O. Box 368  
Glendora, CA 91740-0368

- 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 an email confirmation from the County Worker. 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. COUNTY has the right to delay payment or not make payment, per MPP 45-303.2 through 45.303.5, inclusive, and condition CONTRACTOR'S payments on timely return of a voucher and the provision of requested information, by a date certain. Requested information can include, but not be limited to, reports that the

child received care for the full month, date the child left placement, reason the child left placement and/or the number of days in the month the provider cared for the child. Delay in providing this information as set forth in Part I, Section 7.3, may result in delay of payment, not to exceed fifteen (15) Days from the date after the information is submitted to COUNTY, including relevant verifications, upon COUNTY request. The failure to provide required confirmation may result in COUNTY not making payment.

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 G) and emailing it to [cov71@dcpfslacounty.gov](mailto:cov71@dcpfslacounty.gov). 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. Interest charges pertaining to notification of incorrect specified payments, which are defined as Overpayments will be governed by MPP 45-305.3.33 and 45-306 inclusive. Interest on defined Overpayments shall be collected and interest assessed as set forth in MPP 45-305.3.34 and MPP 11-402.66 inclusive, and any other related State regulations pertaining to the application of interest for Overpayments.

(Business Information Systems Division (BIS) is currently in the process of modifying The Foster Care Search System (FCSS) to allow Foster Care Services Contractors and non-contracted Foster Care Providers (FFA, STRTP, and ISFC-FFA) to submit their Foster Care payment discrepancies online).

- 7.6 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.
- 7.7 If COUNTY identifies an Overpayment, governed by MPP 45-304 through 45-306 and 11-404, inclusive, COUNTY will comply with MPP 45-304.1.122 and 126. COUNTY will provide CONTRACTOR with State Form Notice of Action 1261 as required by MPP 45-305.1 and a voluntary repayment agreement for the overpaid amount identified by CONTRACTOR. The repayment agreement will be in compliance with MPP 45-305.2.231 (a) – (d).

7.8 In addition to the requirements in Exhibit A, Statement of Work, Part D, Service Task To Achieve Performance Outcome Goals, Section 4.0 Discharge Planning, Sub-section 4.6 Prior to discharging a placed ISFC Child/Youth/NMD. CONTRACTOR shall notify DCFS Foster Care Hotline at (800) 697-4444 or Probation Placement Administrative Services' (PAS) Officer of the Day at (323) 730-4454 within 24 hours whenever a Placed Child is moved from one site/home to another or a child leaves the CONTRACTOR's program.

7.9 Excess Payments

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

County of Los Angeles  
Department of Children and Family Services  
Administrative Services Manager III  
Fiscal Operations Division  
Special Payments Section  
425 Shatto Place, Room 301  
Los Angeles, CA 90020

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

7.9.3 In the event CONTRACTOR does not return payment, or enter into an agreement for payment on a mutually agreed upon time-frame within thirty (30) Days of resolution of payment discrepancy or register a dispute within thirty (30) Days of overpayment notice, COUNTY may place CONTRACTOR on DNR Status pursuant to Part I, Section 16.0, Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan.

7.9.4 If CONTRACTOR registers a notice of dispute pursuant to this Section, Sub-section 7.8, the Division Chief will evaluate the adequacy of the CONTRACTOR's written response. Within 25 calendar days of DCFS' receipt of CONTRACTOR's written response, DCFS will provide CONTRACTOR with DCFS' written response, which sets forth the required DCFS CAP. Should CONTRACTOR disagree with the contents of the CAP, CONTRACTOR shall submit a response to the DCFS CAP within 15 business days to DCFS Fiscal Monitoring Section. DCFS will review the CONTRACTOR's response to the DCFS CAP and issue a final required DCFS CAP within 5 calendar days. Should CONTRACTOR not comply with the Corrective Action Plan, DCFS may, in its sole discretion, exercise any and all remedies, including but not limited to placement of CONTRACTOR on Do Not Refer or Do Not Use Status.

7.9.5 Except as limited in Part I, Section 7.0 - Invoices and Payments, Sub-sections 7.9.4, 7.10 and 20.8, CONTRACTOR may appeal the final decision pursuant to Part I, Section 20.0 Dispute Resolution Procedures.

## 7.10 Overpayments

7.10.1 In the event that COUNTY or CONTRACTOR discovers a payment made to CONTRACTOR which can be defined as an Overpayment, including but not limited to vouchers setting forth dates a child was not in placement but for which CONTRACTOR was paid during the term or discovered within five (5) years after expiration of the contract or contract extension, COUNTY, after review of MPP 45-304.1.126 and 45-304.4, will issue CONTRACTOR a written State Form Notice of Action 1261 on collectible amount.

7.10.1.1 Thereafter, CONTRACTOR and COUNTY shall attempt to resolve the Overpayment prior to any informal or formal action taken by CONTRACTOR. If resolved voluntarily in favor of COUNTY, CONTRACTOR'S voluntary agreement to repay shall be in compliance with MPP 45-305.2.21 through 45-305.23.231 (a)-(b).

7.10.1.2 If not resolved voluntarily, COUNTY may institute involuntary collection remedies pursuant to MPP 45-305.3 and Overpayment recoupment actions required by MPP 45-304.3.

- 7.10.1.3 CONTRACTOR may request an informal hearing, a State fair hearing, or both, as provided pursuant to MPP 45-306.1 through .3, inclusive.
  - 7.10.1.4 CONTRACTOR shall have thirty (30) Days from the date COUNTY mails the State Form Notice of Action 1261 to request the informal hearing. If the informal hearing is requested, COUNTY will conduct an informal hearing in accordance with the procedures set forth in MPP 45-306.1 through .2, inclusive.
  - 7.10.1.5 CONTRACTOR, if forgoing an informal hearing, must request the State fair hearing within ninety (90) days from the date COUNTY mailed the State Form Notice of Action 1261.
  - 7.10.1.6 If CONTRACTOR has requested an informal hearing and desires a State Fair Hearing, CONTRACTOR must request the State fair hearing within ninety (90) Days of the date that a written decision letter for the informal hearing is mailed that CONTRACTOR withdraws their request for an informal hearing, or that CONTRACTOR does not appear at the informal hearing, whichever is earlier.
  - 7.10.1.7 Once due process has expired or administrative remedies are exhausted in favor of COUNTY, COUNTY may seek additional recourse for collection in compliance with MPP 45-304 through 45-306, inclusive, including interest and other remedies as set forth in the CONTRACT, by and between COUNTY and CONTRACTOR.
- 7.10.2 In the event CONTRACTOR does not return an Overpayment, governed by MPP 45-304 through 45-306 either under the terms of a voluntary agreement pursuant to MPP 45-305.2.23 -45-305.2.24 or 45-304.124 or under the terms of an involuntary repayment agreement after exhaustion of due process pursuant to MPP 45-304 through 45-306 and 11-402.66, inclusive, in favor of the COUNTY, COUNTY may place a DNR/DNU/HOLD under Section 17.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan. County shall provide a written notice of its intention to place CONTRACTOR on a Do Not Refer Status at least fifteen (15) days in advance.
- 7.10.3 In matters involving overpayments, governed by MPP 45-304 through 45-306 and if the amount is determined collectible, CONTRACTOR will have thirty (30) days from the date of COUNTY'S mailing of a

State Form Notice of Action 1261, to request an informal hearing. The informal hearing process, if elected by CONTRACTOR, will be compliant with hearing procedures set forth in MPP 45-306.1 through 45-306.3. CONTRACTOR may, at its election, forgo an informal hearing and request a State fair hearing within ninety (90) days from the date of COUNTY'S mailing of State Form Notice of Action 1261.

7.10.4 CONTRACTOR must comply with the required time periods to request a formal or informal hearing. Contractors' failure to timely request a formal or informal hearing as set forth in MPP 45-306.1 through 45-306.3 will result in the collection by COUNTY pursuant to MPP 45-304 through 45-305 and 11-402.66.

7.11 For overpayments governed by MPP 45-304 through 45-306 CONTRACTOR shall submit payment after exhaustion of due process in favor of COUNTY, and which results in identification of the Overpayment, as defined in MPP 45-304.5.52, CONTRACTOR shall submit re-payment in conformity with the priority of repayment, including lump sum repayment, voluntary repayment terms or involuntary repayment terms, as set forth in MPP 45-305.2 and 45-305.3, inclusive, including referenced directions on methods of voluntary and involuntary collection and interest collection. Further, COUNTY may employ and implement CONTRACT actions as set forth in Part I, Sections 17.0 and 21.0 of this Contract.

7.12 With regard to overpayments, COUNTY shall be entitled to pre-judgment interest at the highest rate permitted by governing MPP 45-305.3.331 (a) and (b), MPP 45-305.3.332, MPP 45-305.3.34, or by any other applicable law. With regard to underpayments, CONTRACTOR shall be entitled to pre-judgment interest at the highest rate permitted by law.

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

7.14 All notices will be sent in accordance with FFA contract Part I, Unique Terms and Conditions, Section 9.0 Notices.



## **8.0 BACKGROUND AND SECURITY INVESTIGATIONS**

- 8.1 For the safety and welfare of the children to be served under this Contract, CONTRACTOR shall, as permitted by law, ensure that its staff, employees, independent contractors, volunteers or subcontractors who may come in contact with children in the course of their work, undergo and pass a background investigation to the satisfaction of COUNTY as a condition of beginning and continuing to work under this contract. Such background investigation may include, but shall not be limited to criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the CONTRACTOR, regardless if the member of CONTRACTOR's staff passes or fails the backgrounds investigation.
- 8.2 If a member of CONTRACTOR's staff does not pass the background investigation, COUNTY may request that the member of CONTRACTOR's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. COUNTY will not provide to CONTRACTOR or to CONTRACTOR's staff any information obtained through the COUNTY's background investigation.
- 8.3 Disqualification of any member of CONTRACTOR's staff pursuant to this Sub-section shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 8.4 CONTRACTOR shall immediately notify COUNTY 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 children while providing services under this Contract when such information becomes known to CONTRACTOR.
- 8.5 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

## **9.0 NOTICES**

- 9.1 Unless otherwise specifically provided in this Contract, all notices to COUNTY shall be given in writing, sent by certified mail, return receipt requested, by enclosing the same in a sealed envelope addressed to the

intended party and by depositing such envelope with postage prepaid in the United States Post Office or any substation or public letterbox. All notices to COUNTY shall be sent by certified mail, return receipt requested in duplicate addressed to the following:

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

AND

Probation Department  
Placement Permanency & Quality Assurance  
Intensive Services Foster Care Foster Family Agency  
Monitoring/Investigations  
11701 South Alameda Street, 2<sup>nd</sup> Floor  
Lynwood, CA 90262

Unless otherwise specifically provided in this Contract, all notices to CONTRACTOR shall be given in writing, by enclosing the same in a sealed envelope addressed to the intended party and by depositing such envelope with postage prepaid in the United States post Office or any substation or public letterbox. All notices to CONTRACTOR shall be sent to CONTRACTOR as indicated on Exhibit V, Contractor's Administration, or such other person and/or location as may hereinafter be designated in writing by CONTRACTOR.

- 9.2 All notifications from COUNTY enclosing an amendment or new or revised policy, procedure, protocol or exhibit to this Contract shall be sent by Mail.
- 9.3 All written notification from COUNTY regarding Corrective Action Plan, Hold, "Do Not Refer" or "Do Not Use" status shall be sent by Electronic Mail and United States Postal Service (USPS) Mail.

## **10.0 CONFIDENTIALITY**

- 10.1 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 and Probation policies in effect and applicable State and federal law. The Juvenile Court has exclusive jurisdiction over juvenile records, documents and case information as well as the responsibility to maintain their confidentiality and the confidentiality of dependent children. A child under

DCFS' or Probation's supervision may not be videotaped, photographed, voice recorded or interviewed, for media, research or other purposes, unless the Juvenile Court has issued an order permitting such access. Anyone requesting to review a Placed Child's case records, interview a Placed Child for research or media purposes, or photograph or videotape a Placed Child, must obtain written approval in accordance with Juvenile Court policy as described in Los Angeles Superior Court, Local Rules, Chapter 17, Juvenile Division, Dependency Proceedings, effective May 1, 1999. CONTRACTOR agrees to maintain the confidentiality of its records and conform to existing orders of the Juvenile Court and policies promulgated by state and federal laws and COUNTY Policies regarding the Placed Child's confidentiality.

- 10.2 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.
- 10.3 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 Resource Foster Parents providing services and care hereunder of the confidentiality provisions of this Contract. All Resource Foster Parents, and all employees of CONTRACTOR who have access to confidential records and data must sign and adhere to the attached "Contractor Employee Acknowledgment and Confidentiality Agreement Form" (Exhibit D-1) and/or the "Resource Foster Parent Acknowledgment and Confidentiality Agreement" (Exhibit D-4).
- 10.4 FFA CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit D-4, "Resource Foster Parent Acknowledgment and Confidentiality Agreement." CONTRACTOR shall maintain in its files copies of such executed Agreements.
- 10.5 To the extent that CONTRACTOR, or any of its employees, affiliates or Subcontractors, is a "covered entity" under the Federal Health Insurance Portability and Accountability Act (HIPAA), CONTRACTOR and COUNTY agree that CONTRACTOR, or any of its employees, affiliates or Subcontractors, may release "protected health information," as that term is defined by HIPAA, to DCFS, without a signed authorization, for the purpose of coordinating or managing the care of Placed Children.
- 10.6 Confidentiality Requirements for Probation
  - 10.6.1 By State law (California Welfare and Institutions Code § 827 and 828, and Penal Code § 1203.05, and 1203.09 and 11140 through 11144) all juvenile records and Probation case information which is

in the CONTRACTOR'S care and possession is confidential and no information relating to any adult or minor is to be in any way released to anyone except those authorized employees of the Los Angeles COUNTY Probation Department and law enforcement agencies.

10.6.2 Employees of CONTRACTOR shall be given copies of all cited code sections, and a form to sign Exhibit D-3, "Confidentiality of CORI Information", regarding confidentiality of the information in the juvenile records. Copies of the form are to be sent to County Program Manager (Probation) within five (5) business days of start of employment.

## **11.0 COUNTY'S RESPONSIBILITY**

CONTRACTOR's covenants and responsibilities under the Contract shall not be conditional upon COUNTY's performance of the covenants contained in this Section 11.0 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.

- 11.1 COUNTY shall review for CONTRACTOR's Plan of Operations and Program Statement and any Program Statement Amendments during the term of the Agreement. In addition, COUNTY shall have the right to monitor, including but not limited to review and audit CONTRACTOR for compliance with this Agreement, Statement of Work, and all applicable rules and regulations related to ISFC FFAs. 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.
- 11.2 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/Probation policy and court policy for confidentiality. CONTRACTOR shall hold all such information in confidence pursuant to the provisions of Part I, Section 10.0 Confidentiality, in the body of this Contract.
- 11.3 COUNTY shall provide CONTRACTOR with all available information about the Placed Child that may be released in accordance with applicable laws and regulations concerning confidentiality and the release of DCFS or Probation case records to service providers. This information may include court orders, 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 E, Statement of Dangerous Behaviors and CDSS CWS Manual, Section 31-405.

- 11.4 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.
- 11.5 The CSW shall acknowledge that an orientation discussion with the Placed Child and the CSW was completed by signing the LIC 613B (Exhibit A-1.) This orientation includes the items designated in FFA Master SOW, Part C, Section 18.0 Placement Process (Intake/Discharge), Sub-section 18.11 Orientation of Newly Placed Children.
- 11.6 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.
- 11.7 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-1).

The CSWs shall work cooperatively with CONTRACTOR to provide input to and approval of the Needs and Services Plans and updates in accordance with FFA Master SOW, Part C, Program Services, Section 19.0 Needs and Services Plan, Sub-sections 19.1 through 19.3.

- 11.8 The CSWs shall include written reports from CONTRACTOR in the next court report.

- 11.9 The CSW shall provide CONTRACTOR with a copy of each court report to the extent permitted by confidentiality laws.
- 11.10 COUNTY will monitor for CONTRACTOR's compliance with State laws, regulations and policies applicable to the visitation of children in placement.
- 11.11 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.
- 11.12 CSW shall provide CONTRACTOR with a copy of the court authorization for psychotropic medication, when applicable, within one day of initial placement.

## **12.0 DESCRIPTION OF SERVICES**

- 12.1 CONTRACTOR covenants and agrees to provide all Services as described in this Contract and set forth in the Statement of Work (Exhibit A) of this Contract. CONTRACTOR shall provide such Services to each Placed Child in accordance with CONTRACTOR'S Plan of Operations and Program Statement (Exhibit A-13). CONTRACTOR warrants that it possesses the competence, expertise and personnel necessary to provide such Services.
- 12.2 CONTRACTOR has submitted a Plan of Operations and Program Statement to COUNTY in accordance with the Program Statement Guidelines of CCLD. CONTRACTOR's Plan of Operations and 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 Contract will be evaluated in part based on CONTRACTOR's Plan of Operations and Program Statement.
- 12.3 COUNTY may, during the term of this Contract, request that CONTRACTOR make revisions to its Plan of Operations and Program Statement by notifying CONTRACTOR in writing thirty (30) days in advance of any proposed changes. Also, CONTRACTOR shall submit a revised Plan of Operations and Program Statement to COUNTY at any time during the term of this Contract when CONTRACTOR makes changes to the program. COUNTY shall review such Plan of Operations and Program Statement revisions for approval, and once accepted by COUNTY, CONTRACTOR's revised Plan of Operations and Program Statement shall become a part of this Contract as Exhibit A-13 in accordance with Part II, Section 5.0, Changes and Amendments.

- 12.4 Nothing herein establishes a right of CONTRACTOR to the placement of children by COUNTY, or of the continued placement of children by COUNTY.
- 12.5 Contractor shall allow County Worker to visit, interview, and conduct case planning with youth when necessary.

**13.0 STATE LICENSE**

- 13.1 The CONTRACTOR shall maintain an ISFC FFA license issued by the California Department of Social Services, CCL Division, throughout the term of the Contract. A copy of the current license shall be included in the Program Statement.
- 13.2 The CONTRACTOR shall obtain and maintain a copy of the Resource Family Approval (RFA) Implementation Plan Letter issued by the California Department of Social Services (CDSS) Community Care Licensing Division (CCLD) throughout the term of the Contract. The CONTRACTOR shall submit copy of the RFA Implementation Plan Letter through ePSSS portal.
- 13.3 The CONTRACTOR shall provide Services pursuant to the approved Plan of Operations and Program Statement. If planning to add additional offices during the term of the Contract, the CONTRACTOR shall notify the COUNTY Program Manager prior to the placement of and/or serving Placed Children from the additional office(s). Contractor's decision to pursue licensing of additional offices from CCLD does not ensure placements from the County.

**14.0 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 Contract. CONTRACTOR shall not charge or receive fees or payments from any child or his/her family or guardian for children referred to CONTRACTOR pursuant to this Contract who are not accepted for placement.

**15.0 OTHER SOURCES OF INCOME**

- 15.1 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  
Attention: Deposit Unit  
425 Shatto Place, Room. #204  
Los Angeles, CA 90020

CONTRACTOR shall work with COUNTY to ensure future income payments are paid directly to COUNTY by the payer.

15.2 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.

15.3 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.

**16.0 HOLD STATUS, DO NOT REFER STATUS, DO NOT USE STATUS, CORRECTIVE ACTION PLAN**

COUNTY may, during the normal course of its monitoring or investigation, place CONTRACTOR on Hold Status, Do Not Refer (DNR) Status and/or Do Not Use (DNU) Status, when the COUNTY reasonably believes, in its sole discretion, that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or noncompliance with a significant administrative/fiscal/programmatic requirement of the Contract. The local agency procedures referred to in Sub-sections 16.2, 16.3, and 16.4 below are internal DCFS/Probation 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 Placed Children. A copy of the COUNTY's current policies and procedures is attached herein as Exhibit N, DCFS/Probation Intensive Services Foster Care Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures.

**16.1 Corrective Action Plan (CAP)**

When DCFS/Probation reasonably determines in its sole discretion, that a CONTRACTOR's deficiencies are amenable to correction, DCFS/Probation may require CONTRACTOR to provide a Corrective Action Plan and DCFS/Probation and CONTRACTOR may enter into a Corrective Action Plan. A CAP shall serve as CONTRACTOR's commitment to remedy such deficiencies. The CAP procedures are further discussed in Exhibit N, DCFS/Probation Intensive Services Foster Care Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures.

16.1.1 Notwithstanding the above, Audit Remedies and Procedures which require a CAP to include repayment of Overpayments, governed by MPP 45-304 through 45-306 inclusive, will be included in the CAP



after COUNTY's review of MPP 45-304.126, if appropriate. CONTRACTOR will be provided with State Form Notice of Action 1261. The voluntary agreement to repay an Overpayment by CONTRACTOR, set forth in a CAP shall be in compliance with MPP 45-305.2.23. If CONTRACTOR disputes the Overpayment, COUNTY's additional contract remedies available for a CAP including, but not limited to, those remedies described in Part I, Section 16.0 Hold Status, Do Not Refer Status, Do Not Use Status and Corrective Action Plan, if the issue in dispute is solely the repayment of the identified Overpayment, governed by MPP 45-304 through 45-306, inclusive, will be contingent on: a) exhaustion of due process in favor of COUNTY, and CONTRACTOR fails to repay the Overpayment; and/or, b) a voluntary or involuntary agreement to repay the Overpayment exists with COUNTY, and CONTRACTOR fails to repay the Overpayment pursuant to the voluntary or involuntary agreement.

16.1.2 However, when any other additional disputes exist, either solely or in addition to the Overpayment issues, COUNTY may employ the use of contract remedies as described in Part I, Section 16.0 Hold Status, Do Not Refer Status, Do Not Use Status and Corrective Action Plan above, as it pertains to non-Overpayment, regardless of the Overpayment being in dispute and any outstanding due process or administrative remedies which may exist for a disputed Overpayment.

## 16.2 Hold Status

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

16.2.1 Notwithstanding the above, COUNTY may also elect to employ a Hold status (Sub-section 16.2.), unless child safety is at issue, involving Overpayments only after compliance with MPP 45-304 through 45-306 inclusive, under circumstances where

CONTRACTOR has failed to repay COUNTY per voluntary agreement (MPP 45-305.2.21 through 45-305.2.24), failed to repay per voluntary agreement pursuant to MPP 45-304.1.124, or failed to voluntarily repay COUNTY and after exhaustion of due process in COUNTY's favor (MPP 45-304.51 through 45-304.52).

16.2.2 COUNTY retains the right to impose a Hold status on individual resource foster homes at any time during investigations, auditing or monitoring when based on prima facie evidence, DCFS reasonably believes, in its sole discretion, that the resource foster parent has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the resource foster parent in issues of abuse or neglect; there is serious risk of abuse or neglect; or noncompliance with a significant requirement of this Contract for which the resource foster parent(s) failed to ensure protection, care, and safety of placed children.

16.2.2.1 Under warranted circumstances, a Hold Status may be rescinded, on a resource foster parent as provided in Exhibit N, DCFS Intensive Services Foster Care Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures.

### 16.3 Do Not Refer Status

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

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

16.3.1 Notwithstanding the above, COUNTY may also elect to employ a DNR status (Sub-section 16.3), unless child safety is at issue, involving Overpayments only after compliance with MPP 45-304 through 45-306 inclusive, under circumstances where CONTRACTOR has failed to repay COUNTY per voluntary agreement (MPP 45-305.2.21 through 45-305.2.24), failed to repay per voluntary agreement pursuant to MPP 45-304.1.124, or failed to voluntarily repay COUNTY and after exhaustion of due process in COUNTY's favor (MPP 45-304.51 through 45-304.52).

#### 16.4 Do Not Use Status

Notwithstanding any other provision of this Contract, COUNTY retains the right to remove or cause to be removed any or all Placed Children from the CONTRACTOR's care by placing CONTRACTOR on Do Not Use Status (DNU Status), when COUNTY reasonably believes, in its sole discretion, based upon prima facie evidence that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/programmatic requirement of this Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Sub-section 16.1 above, and as further described in Exhibit N, DCFS/Probation Intensive Services Foster Care Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures.

Under unique, warranted circumstances, a DNU Status may be rescinded, as provided in Exhibit N, DCFS/Probation Intensive Services Foster Care Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures.

16.4.1 Notwithstanding the above, COUNTY may also elect to employ a DNU status (Sub-section 16.4), unless child safety is at issue, involving Overpayments only after compliance with MPP 45-304 through 45-306 inclusive, under circumstances where CONTRACTOR has failed to repay COUNTY per voluntary agreement (MPP 45-305.2.21 through 45-305.2.24), failed to repay per voluntary agreement pursuant to MPP 45-304.1.124, or failed to voluntarily repay COUNTY and after exhaustion of due process in COUNTY's favor (MPP 45-304.51 through 45-304.52).

#### 16.5 Notice Requirements

COUNTY will notify CONTRACTOR in writing within 72 hours of DCFS'/Probation's decision to place CONTRACTOR on Hold or intention to implement Do Not Refer or Do Not Use Status. Verbal notification of such actions will be provided prior to or at the time of CONTRACTOR's placement on Hold/DNR/DNU Status to the extent possible. To the extent possible and

reasonable, and without interfering with any law enforcement investigation, and consistent with statutes and regulations related to confidentiality laws, notification will include the reason(s) for placing CONTRACTOR on Hold Status, or implementing Do Not Refer or Do Not Use Status.

COUNTY will notify CONTRACTOR in writing 15 days prior to DCFS' intention to place CONTRACTOR on Hold for Administrative reasons (except insurance provisions). COUNTY will notify CONTRACTOR in writing within 72 hours prior to DCFS'/Probation's intention to implement Do Not Refer or Do Not Use Status related to Administrative reasons (except insurance provisions). Verbal notification of such actions will be provided prior to or at the time of CONTRACTORS's placement on Hold/DNR/DNU Status to the extent possible. To the extent possible and reasonable, and without interfering with any law enforcement investigation, and consistent with statutes and regulations related to confidentiality laws, notification will include the reason(s) for placing CONTRACTOR on Hold Status.

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

#### 16.6 Disagreement with Decision

Other than overpayment determinations subject to MPP 45-304 through 45-306 inclusive, CONTRACTOR may challenge the COUNTY action in accordance with DCFS/Probation local agency policies and procedures (please refer to Exhibit N) then in effect, and thereafter, CONTRACTOR may appeal through the dispute resolution procedures described in Part I, Section 20.0 herein.

#### 16.7 Termination Hold Status

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

## 17.0 FINANCIAL REPORTING

This section may be changed, updated or amended to incorporate The California Department of Social Services (CDSS) Financial reporting and cost reporting forms for Foster Family Agencies as identified in the Interim Licensing Standards or in All County Letters, Information Notices, Foster Care Audits and Rates Letters or other notices issued by CDSS.

- 17.1 CONTRACTOR shall report annual revenues and expenditures on the Annual Revenue and Expenditure Report (Exhibit C-3). This report will require sign-off, under penalty of perjury, by CONTRACTOR'S Chief Executive Officer, or Chief Financial Officer or CONTRACTOR's Administrator, as defined in the Interim Licensing Standards, Title 22, Division 6, Chapter 8.8, Foster Family Agencies, Articles 9, and Subchapter 1, Section 88264, and as updated by the California Department of Social Services).
- 17.2 The Annual Revenue and Expenditure Report shall be submitted to the County 120 days following the close of the CONTRACTOR's Fiscal Year.
- 17.3 If the Contract starts on a date other than the beginning of the Contractor's Fiscal Year, then the initial report shall be for a period less than twelve (12) months, ending on the last day of the Contractor's fiscal year.
- 17.4 In the event that the Annual Revenue and Expenditure Report is not timely submitted, the COUNTY may take action, pursuant to policies and procedures outlined in Part I, Section 16.0. In the event the "Notice of Intent to Place on Administrative Hold status is implemented, the COUNTY shall notify CONTRACTOR in writing within ten (10) days prior to such status being used
- 17.5 The Contractor's Annual Revenue and Expenditure Report, shall include a copy of the required State of California Department of Social Services Total Program Cost Display (Form FCR 12 FFA).

### 17.5.1 Submission of IRS and EDD Transcripts

CONTRACTOR shall submit to COUNTY a true and correct and complete copy of its Internal Revenue Service (IRS) and Employment Development Department (EDD) Account Transcripts showing each of its quarterly IRS Form 941 and EDD Form DE-9 filings (hereafter "IRS and EDD Transcripts"). CONTRACTOR shall submit its IRS and EDD Transcripts in a timely fashion, as set forth in this Contract, and time shall be of the essence with regard to the submission of the IRS and EDD Transcripts to the COUNTY.

- 17.5.1.1 CONTRACTOR shall submit to the COUNTY its IRS and EDD Transcripts which includes its IRS Form 941 and EDD Form DE-9 filings, filed during the first and second quarters of the calendar year, not later than September 30, of the year in which the IRS Form 941 and EDD Form DE-9 were filed.
- 17.5.1.2 CONTRACTOR shall submit to the COUNTY its IRS and EDD Transcripts which includes its IRS Form 941 and EDD Form DE-9 filings, filed during the third and fourth quarters of the calendar year, not later than March 31, of the year immediately following the year in which the IRS Form 941 and EDD Form DE-9 were filed.
- 17.5.1.3 In the event CONTRACTOR does not file the IRS Form 941 and EDD Form DE-9 during a quarter, CONTRACTOR shall submit to the COUNTY, in addition to the transcripts identified in 18.5.1.1 and 18.5.1.2, a true and correct copy of its Internal Revenue Service Verification of Nonfiling (“IRS VN”) and Employment Development Department Employer Account Statement (“DE-2176”).
- 17.5.1.4 CONTRACTOR shall submit its IRS and EDD Transcripts, and any IRS VN and EDD DE-2176 by mail, addressed as set forth below:
- Department of Children and Family Services  
Contracts Administration Division  
Compliance Section - Fiscal  
3530 Wilshire Boulevard, 5<sup>th</sup> Floor  
Los Angeles, CA 90010
- 17.5.1.5 CONTRACTOR and COUNTY agree that each and every IRS and EDD Transcript and IRS VN and EDD DE-2176 submitted to the COUNTY, or which should have been submitted by CONTRACTOR to the COUNTY pursuant to the terms of this Contract, is incorporated by reference into this Contract and the parties shall not assert that any such document constitutes parole evidence.
- 17.5.1.6 CONTRACTOR and COUNTY agree that the copies of each and every IRS and EDD Transcript and IRS VN and EDD DE-2176 submitted to the COUNTY pursuant to the terms of this Contract shall become the property of the COUNTY.

17.5.1.7 CONTRACTOR understands and acknowledges that COUNTY is subject to the provisions of the California Public Records Act; consequently, every IRS Transcript and EDD Transcript and IRS VN and EDD DE-2176 submitted to the COUNTY pursuant to the terms of this Contract becomes a matter of public record, with the exception of those parts of each submitted document which are specifically identified, and plainly marked, by the CONTRACTOR, at the time of submission to the COUNTY, as exempt from disclosure pursuant to the provisions of the California Public Records Act. For purposes of this Contract, parts of each submitted document are not specifically identified and plainly marked unless they specifically identify the legal authority and operative facts which exempt the part from disclosure pursuant to the California Public Records Act.

17.5.1.8 CONTRACTOR and COUNTY agree that the COUNTY shall not, in any way, be liable or responsible for the disclosure of any IRS and EDD Transcripts, IRS VN and EDD DE-2176, or any part of any IRS and EDD Transcripts or IRS VN and EDD DE-2176, if disclosure is required or permitted under the California Public Records Act or otherwise by law.

17.5.1.9 CONTRACTOR and COUNTY agree that a blanket statement of exemption, confidentiality or the marking of each page of an IRS Transcript and EDD Transcript or IRS VN and EDD DE-2176 as exempt or confidential shall not be sufficient to exempt the IRS and EDD Transcripts, IRS VN and EDD DE-2176, or any portion thereof, from disclosure by the COUNTY. The CONTRACTOR must specifically label only those portions of the IRS and EDD Transcripts or IRS VN and EDD DE-2176 which are exempt from disclosure pursuant to the California Public Records Act and provide a citation to the legal authorities which render the portion exempt from disclosure.

17.6 The Annual Revenue and Expenditure Report and total program cost display shall be mailed to: (This may be changed to a web portal for electronic submission by the Contractor's)

Department of Children and Family Services  
Contracts Administration Division  
Fiscal Compliance Section  
Attn: Annual revenue and Expenditure Report  
3530 Wilshire Boulevard. 5<sup>th</sup> Floor

All use of funds must be in compliance with 2 Code of Federal Regulations (2 CFR) 1.100 title 1, part 1, section 100 or in 2 CFR Part 200, and as in the California Welfare and Institutions Code and in the current version of the California Manual of Policies and Procedures.

## **18.0 REPORTING REQUIREMENTS**

- 18.1 The CONTRACTOR shall prepare and submit a report in each instance enumerated in Part I, Section 5.0 General Insurance Requirements, Sub-section 5.4, Notification of Incidents, Claims or Suits.
- 18.2 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.
- 18.3 CONTRACTOR shall: (1) maintain copies of the Board of Directors' minutes in a readily accessible location; (2) provide COUNTY with copies of Board of Directors' minutes within 24 hours of request by COUNTY, except when the minutes requested describe a meeting that occurred during the past 45 days; (3) for minutes from a meeting that occurred within 45 days of COUNTY's request, provide the COUNTY with a copy of those minutes within 3 days of the request; and (4) report in writing all changes of membership, and officers of the Board of Directors, to the Program Manager(s) within one week of such changes (whether or not COUNTY requests information on such changes (whether or not COUNTY requests information on such changes).
- 18.4 CONTRACTOR shall report in writing to the Program Manager all administrative changes, including but not limited to: changes to the Board of Directors and its officers within one week of such changes, whether or not COUNTY requests information on such changes; and any changes to CONTRACTOR's name, corporate or facility address, Contact Person(s), or Contractor's Authorized Officials.
- 18.5 CONTRACTOR shall maintain, and provide to the County as requested, an Annual Report listing all Outside Employment Activities Exhibit W, for all Contractor's employees. If Contractor uses independent contractors to provide case management, social work, or any other services to children and families described in this contract, those independent contractors should be included in the Report on Outside Employment Activities. Contractor's employees and Independent contractors shall certify the accuracy of the information provided on the Report on Outside Employment Activities.
  - 18.5.1 Contractor shall maintain, and provide to the County as requested, an Annual Report on Conflict of Interest Exhibit W-1, for all



Contractor's Corporate Officers, Board of Director's members, and volunteers. Contractor's Corporate Officers, Board of Director's members, and volunteers shall certify the accuracy of the information provided on the Report on Conflict of Interest.

## **19.0 RECORDS AND INVESTIGATIONS**

- 19.1 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, Chapter 4, Section 83070 and 83070.1 and Chapter 8.8, Sections 88070, 88070.1, 88270 and 88270.1; and the relevant provisions in this Contract, including this Section 19.0, and CONTRACTOR's Plan of Operations and Program Statement (Exhibit A-13). Such records shall include, but not be limited to, placement and termination documents, medical and dental records, a record of court orders allowing psychotropic medication, Placed Children's financial records (clothing, allowances, earnings, medical expenses, etc.), diagnostic evaluations and studies, Placed Child interviews, special incident reports, social worker progress notes (including treatment, school, extracurricular activities at school or in the Community, etc.), and notes on Services provided by the various professional and paraprofessional staff (treatment, recreation, child care, etc.). The records shall be in sufficient detail to permit an evaluation of Services provided. The information in the Placed Child's record, maintained at CONTRACTOR's offices, shall be confidential, kept in a locked file, and made available only to selected staff who require it for needs and Services planning.
- 19.2 CONTRACTOR shall maintain accurate and complete financial records of all its activities and operations relating to this Contract in accordance with generally accepted accounting principles and which meet the requirements for contract accounting described in Auditor-Controller Contract Accounting and Administration Handbooks, Exhibit C-1. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract.
- 19.3 CONTRACTOR shall maintain and retain records on each Resource Family Home and Resource 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.
- 19.4 All records described in Sub-sections 19.1 through 19.3 hereof, supporting documents, statistical records, and all other records pertinent to performance of this Contract, including, but not limited to, all timecards and

other employment records and confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County or contiguous county and shall be made available to COUNTY, State or Federal authorities, as provided by applicable law, during the term of this Contract and either for a period of five (5) years after the expiration of the term of this Contract or for a period of three (3) years from the date of the submission of the final expenditure report, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review, or audit is started, the records shall be retained until all litigation, claims, financial management reviews, or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County or contiguous county, then, at COUNTY's sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section. CONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual, Section 23-353.

- 19.5 COUNTY retains the right to inspect, monitor, and conduct investigations of CONTRACTOR's program/fiscal operations, performance and contract compliance without prior notice to CONTRACTOR seven days a week, 24 hours a day. Unannounced audits, monitoring, interviews with children 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, monitoring, 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, monitor, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Contract. The Auditor-Controller/Department of Children and Family Services/Probation Fiscal Audit Phases, Fiscal Audits of Foster Family Agency Foster Care Services Contractors (Exhibit C-2), details the audit protocols followed by the Auditor-Controller and DCFS/Probation during fiscal audit reviews.
- 19.6 Such program reviews, investigations, and/or audits shall encompass all of CONTRACTOR's financial, program, Resource Foster Parent, Subcontractor, and Placed Children's records related to Services provided under this Contract, and any other financial transactions, as determined necessary by COUNTY to ensure that AFDC-FC funds have been accounted for and Expended in accordance with Part I, Section 25.0, 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 Contract. CONTRACTOR's employee records may be reviewed in accordance with State and federal labor laws. CONTRACTOR shall enlist the cooperation of all Subcontractors, staff, and Board members in such efforts.

- 19.7 Upon request, CONTRACTOR shall provide COUNTY with photocopies of records and documents, including Placed Children records, Resource 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.
- 19.8 CONTRACTOR shall be responsible for annual or triennial financial audits, as applicable, of its agency and shall require Subcontractors to be responsible for its annual or triennial financial audits, as applicable, when required by any governmental entity (e.g. Federal government, the California Department of Social Services (CDSS), COUNTY) to be conducted by an independent audit firm and in accordance with generally accepted governmental auditing standards. Within thirty (30) days after issuance of the audit reports, CONTRACTOR shall forward copies of such reports to:

Department of Children and Family Services  
Contracts Administration Division  
Attention: ISFC FFA Contract Analyst  
425 Shatto Place, Room 400  
Los Angeles, California 90020

and to:

Attention: Supervising Deputy Probation Officer  
Probation Department  
Placement Permanency & Quality Assurance  
Intensive Services Foster Care Monitoring/Investigations  
11701 South Alameda Street, 2<sup>nd</sup> Floor  
Lynwood, CA 90262

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

#### 19.10 Record Keeping During and After a Disaster

CONTRACTOR shall ensure that all records for placed children/youth are current and accessible to the greatest extent possible at all times, including during and after a disaster(s). This includes, but is not limited to records related to Health, Medical, Dental, Mental Health, Vision, Education, Job Training, etc.

- 19.11 Failure on the part of CONTRACTOR to comply with the provisions of this Section shall constitute a material breach of this Contract 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 Part I, Section 16.0, Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan. If CONTRACTOR disagrees that there has been a material breach, CONTRACTOR may exercise its rights consistent with Part I, Section 20.0 Dispute Resolution Procedures of this Contract.

## **20.0 DISPUTE RESOLUTION PROCEDURES**

- 20.1 CONTRACTOR and COUNTY agree to act promptly and diligently to first mutually resolve any disputes, pursuant to procedures set forth in this Contract. All such disputes shall thereafter be subject to the provisions of this Section 20.0.
- 20.2 CONTRACTOR and COUNTY agree that, the existence and details of a dispute notwithstanding, both parties shall continue to perform hereunder, except for any performance which COUNTY determines should not be performed as a result of such dispute consistent with Part I, Section 16.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, of this Contract. COUNTY shall continue to pay sums not in dispute, during any such period of continued performance.
- 20.3 Nothing in this Section 20.0 herein prevents COUNTY or CONTRACTOR from seeking provisional remedies, such as injunction or extraordinary relief such as a writ. If the matter involves an overpayment, CONTRACTOR or COUNTY shall have first implemented the remedies and relief mandated by State regulations.
- 20.4 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.

- 20.5 If the matter involves an overpayment, CONTRACTOR or COUNTY shall have first implemented the remedies and relief mandated by State regulations prior to seeking other forms of relief set forth in Section 20.0. As to any dispute arising out of or relating to this Contract, which is not governed by other statutes or regulations expressly relating hereto, including but not limited to Overpayments, including the breach, termination or validity thereof, which has not been resolved by the filing of a claim pursuant to Sub-section 20.4 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.
- 20.6 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.
- 20.7 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.
- 20.8 As to any dispute arising out of or relating to this contract which specifically involves an Overpayment, dispute resolution and remedies set forth in the identified MPP are controlling and administrative remedies shall be exhausted by COUNTY and CONTRACTOR prior to any other remedy or resolution being implemented under Part I, Section 20.0 or any other applicable law, statute, or regulation.

## **21.0 INTERPRETATION OF CONTRACT**

### 21.1 Validity

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

### 21.2 Governing Laws, Jurisdiction and Venue

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

### 21.3 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 Contract or stopping COUNTY from enforcing the full provisions thereof.

#### 21.4 Caption Headings

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

### **22.0 CONTRACT ENFORCEMENT, OUT OF HOME CARE MANAGEMENT, MONITORING, AND REVIEW**

- 22.1 The Director shall be responsible for the enforcement of this Contract on behalf of COUNTY and shall be assisted therein by those officers and employees of COUNTY having duties in connection with the administration thereof. 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 Contract.
- 22.2 CONTRACTOR hereby agrees to cooperate with the Director, Program Manager, and any duly authorized County, State or Federal government representative, in the review and monitoring of CONTRACTOR's program, records and procedures, as set forth in Part I, Section 19.0, Records and Investigations.
- 22.3 COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all this Contract's terms and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of this Contract in jeopardy if not corrected may be reported to the Board of Supervisors. The report may include CONTRACTOR's response to these deficiencies and improvement/corrective action measures taken by

COUNTY and CONTRACTOR. If improvement does not occur in a manner consistent with such corrective action measures, COUNTY may terminate this Contract or take action consistent with Part I, Section 16.0, Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan.

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

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

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

23.2 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.

23.3 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.

23.4 In the event 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 Contract. COUNTY's notice to CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) Days of the Board's approval of such actions, unless this Contract is terminated for convenience.

### **24.0 TERMINATION OF CONTRACT BY CONTRACTOR FOR CONVENIENCE**

24.1 This Contract may be terminated when such action is deemed by CONTRACTOR to be in its best interest. Termination of this Contract shall be effective by the delivery to COUNTY of written notice of termination pursuant to Part I, Section 9.0, Notices, specifying the date upon which such termination becomes effective. The date upon which such termination

becomes effective shall be no less than ninety (90) Days after the notice is sent, unless COUNTY notices CONTRACTOR, pursuant to Part I, Section 9.0, Notices, that the termination will be effective in thirty (30) Days. In the event of a breach by COUNTY under this Contract, CONTRACTOR shall have all remedies available at law, subject to the terms of Part I, Section 20.0, Dispute Resolution Procedures.

24.2 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 Contract for any terminated Services, provided that such amounts may be offset against any amounts COUNTY claims are due from CONTRACTOR pursuant to the terms of this Contract.

24.3 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.

## **25.0 USE OF FUNDS**

25.1 CONTRACTOR shall be organized and operated as a Federal Tax Exempt and non-profit corporation throughout the term of this Contract and conduct itself in accordance with all accounting and operating requirements of such status.

25.2 CONTRACTOR shall use AFDC-FC funds paid to and Expended by CONTRACTOR only for the placement, 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, and including expenditures consistent with MPP 11-404. By August 1 of each year, CONTRACTOR shall submit to COUNTY a cost allocation plan, which provides for the reasonable allocation of CONTRACTOR's Expenditures for the then current fiscal year. CONTRACTOR's cost allocation plan shall be developed in accordance with the principles included in OMB Title 2 of the CFR (Exhibit C) or any publication that supersedes these OMB circulars and the Auditor-Controller Contract Accounting and Administration Handbook Handbooks, Exhibit C-1.



- 25.3 CONTRACTOR shall expend foster care funds on reasonable and allowable Expenditures in providing the necessary placement, care and Services, as specified in this Contract, for children placed by COUNTY. The determination of reasonable and allowable Expenditures shall be in accordance with OMB Title 2 of the CFR (Exhibit C) or any publication that supersedes these OMB circulars. and Auditor-Controller Contract Accounting Administration Handbooks, Exhibit C-1; Manual of Policies and Procedures Sections 11-400, 11-402, 11-403, 11-404, and 11-420; and 45 CFR 74.27. Any AFDC-FC funds un-Expended in accordance with the above will be disallowed on monitoring/audit, and will require repayment by CONTRACTOR. Any dispute regarding repayment of funds will be governed by the provisions outlined in Part 1, Section 20.0 Dispute Resolution Procedures. If the dispute is solely pertaining to an Overpayment, the procedures and remedies set forth in MPP 45-304 through 45-306 and 11-404 inclusive, shall be controlling and must be exhausted, per Section 20.8, prior to any other remedy or resolution being implemented under Part 1, Section 20.0 or other applicable law, statute, or regulation.
- 25.4 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 Contract are subject to review and/or audit by DCFS, Probation, COUNTY's Auditor-Controller or its designee, as set forth in Exhibits C, C-1 and C-2. In the event this Contract is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR's liability for such audit exceptions, as determined by DCFS or Probation, upon demand by COUNTY. Upon notice by 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.
- 25.5 Notwithstanding any other provision of this Contract, in addition to all other rights to monitor, including but not limited to audit, CONTRACTOR and COUNTY agree that it is the intent of the parties that COUNTY shall have the right to audit any and all use of AFDC-FC funds, paid to and Expended by CONTRACTOR, in order to ensure that all Expended and unspent funds are accounted for and that unspent funds are held for the future benefit of Placed Children, and to determine the appropriate disposition of unallowable Expenditures.
- 25.6 Total accumulated unexpended funds (TAUF) shall include (1) CONTRACTOR's current unexpended funds If facts suggest the possibility of fraud or significant abuse, COUNTY reserves the right to review uses of unexpended funds accumulated in periods prior to the Contractor's current fiscal year. CONTRACTOR's TAUF shall be reflected on its Annual Revenue and Expenditure Report (Exhibit C-3), and discussed in the Contractor's

## Annual Cost Allocation Plan.

At the end of any given CONTRACTOR fiscal year, any TAUF that is equal to or less than the total expenditures for the COUNTY's Program for the two most current months in the Contractor's completed fiscal year, will hereafter be referred to as the TAUF Ceiling, must be used for the benefit of Placed Children for reasonable and allowable costs. In the event that CONTRACTOR's TAUF, at the end of any given CONTRACTOR fiscal year, exceeds the TAUF Ceiling, CONTRACTOR shall develop a plan regarding how to utilize the TAUF for the benefit of Placed Children for reasonable and allowable costs, and shall submit the plan to DCFS for review and approval within 180 Days of the fiscal year end. The Uniform Administrative Requirements in 2 CFR 1.100 title 1, section 100 and in the Section 11-404.2 through 11-404.2.24 of the State of California Manual of Policy and Procedure provides examples of permissible uses of unexpended funds. Said Sections may provide a guideline for permissible uses of TAUF. However, all CONTRACTOR plans for uses of TAUF require pre-approval by the California Department of Social Services (CDSS) Foster Care Audits and Rates Bureau.

The Contractor shall submit its requested plan to the County DCFS, that includes a copy of the pre-approval issued by the CDSS Foster Care Audits and Rates Bureau to DCFS and allow 60 days to receive a response. CONTRACTOR's failure to develop an appropriate plan for the utilization of TAUF, or the expenditure of TAUF without a COUNTY approved plan shall constitute a material breach of the Contract. In such instance, COUNTY may take appropriate action, pursuant to this Contract, including, but not limited to, that under Part I, Section 16.0, Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, with the understanding that CONTRACTOR may appeal the final decision pursuant to the Dispute Resolution Procedures in Part I, Section 20.0.

## **26.0 REAL PROPERTY, EQUIPMENT, FIXED ASSETS**

- 26.1 CONTRACTOR shall fully comply with all applicable federal, State, and County laws, ordinances, and regulations in acquiring any and all real property, furniture, fixtures, equipment, materials, and supplies with funds obtained under this Contract.
- 26.2 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.
- 26.3 CONTRACTOR shall, for any Real Property, land or Fixed Asset costing \$35,000 or more of funds provided to CONTRACTOR through this Contract, submit to COUNTY, at least 15 business days prior to any purchase

(including Capital Leases as defined by Generally Accepted Accounting Principles (GAAP)), an analysis demonstrating that the purchase is less costly to CONTRACTOR than other leasing alternatives. CONTRACTOR shall also stipulate the source of all funds to be used for the purchase of the subject property. In the event that any funds to be used in the purchase will be from the current year Contract or TAUF (as defined in Part I, Section 25.0 Use of Funds, Sub-section 25.6), then CONTRACTOR shall obtain COUNTY's prior written approval for the purchase by notifying COUNTY by USPS Mail. COUNTY shall, within 15 working days of receipt of any such request for approval, provide a written response to CONTRACTOR by USPS Mail. If COUNTY's response is not received within 10 working days, CONTRACTOR will notify the Director's designee.

26.4 Upon obtaining COUNTY's prior written approval, the items referenced in Sub-section 26.3 above may be purchased and owned by CONTRACTOR as provided by law. If such prior written approval is not obtained by CONTRACTOR, no title to any of the items referenced in Sub-section 26.3 above will vest with CONTRACTOR. All Fixed Assets not requiring COUNTY's prior written approval, as described in Sub-section 26.3 above, shall be deemed owned by CONTRACTOR.

## **27.0 INDEMNIFICATION**

The CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, agents and volunteers ("COUNTY Indemnities") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the COUNTY Indemnities.

## **28.0 SALARIES AND COMPENSATION**

### **28.1 Executive Compensation**

All executive compensation shall be reported for each executive officer. The reasonableness standards and criteria for executive compensation are contained in Internal Revenue Code Section 4958. This rule shall apply to all individuals of the non-profit corporation deemed by the Internal Revenue Service (IRS) to be anyone in a position to exercise substantial influence over a non-profit corporation's affairs. This rule may apply to the individual's immediate family as well as to family-controlled entities. Compensation provided in accordance with Internal Revenue Code Section 4958 shall be deemed to be reasonable for the purposes of reporting AFDC-FC costs.

### **28.2 Social Work Services**

Salaries for Social Work services shall be for the reasonable social work activities provided as defined in Section 11-400s (4) of the California Department of Social Services Manual of Policies and Procedures (MPP).

In the event COUNTY discovers an Excess Salary or Excess Compensation, or Excess Benefits payment was made to CONTRACTOR which can be defined as a collectable Overpayment, CONTRACTOR may avail of the informal and formal hearing procedures provided for in MPP 45-306. Once due process has expired, or administrative remedies are exhausted in favor of COUNTY, COUNTY may seek additional recourse for collection in compliance with MPP 45-304 through 45-306, inclusive, including interest and other remedies as set forth in the CONTRACT, by and between COUNTY and CONTRACTOR.

## **29.0 USE OF DONATED FUNDS**

29.1 CONTRACTOR shall not commingle funds paid by COUNTY to the CONTRACTOR for the purchase of goods or the provision of services performed pursuant to this contract with any other funds, regardless of the source of those other funds.

29.1.1 If CONTRACTOR receives outside donations, it shall record all donated funds separately in their accounting records from funds paid by COUNTY to the CONTRACTOR for the purchase of goods or the provision of services performed and paid for pursuant to this contract under the CONTRACTOR's California Department of Social Services Foster Care Rates Program(s) as identified on Exhibit A-15, associated with the CDSS Community Care Licensing Division Facility license number(s) as identified on Exhibit A-14.

29.2 If CONTRACTOR uses any donated funds to pay for any expenses related to the purchase of good or the provision of services performed pursuant to this contract, then the CONTRACTOR shall maintain accounting records that clearly identify the specific item, or items, service, or services, on which the donated funds were expended. The CONTRACTOR shall also maintain accounting records that clearly identify that donated funds were expended. Furthermore, CONTRACTOR's accounting records shall conform to the accounting requirements of this contract, which include, but are not necessarily limited to, the cost reporting requirements of OMB Title 2 of the CFR, Exhibit C; and the Auditor-Controller Contract Accounting and Administration Handbooks, Exhibit C-1.

29.3 Contractor must also conform to the audit provisions in OMB Title 2 of the CFR, or any publication that supersedes these OMB circulars. The applicable provisions of CDSS CCLD Manual of Policy and Procedures

(MPP) sections 11-402, 11-403, 11-404, and 11-405 and Exhibits C-1, Auditor-Controller Contract Accounting and Administration Handbooks.

**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES AND PROBATION  
DEPARTMENT  
FOSTER CARE PLACEMENT SERVICES MASTER CONTRACT FOR INTENSIVE  
SERVICES FOSTER CARE FOSTER FAMILY AGENCY FOR CHILDREN WITH  
SPECIAL HEALTH CARE NEEDS**

**PART II: STANDARD TERMS AND CONDITIONS**

**FOSTER CARE PLACEMENT SERVICES MASTER CONTRACT FOR INTENSIVE  
SERVICES FOSTER CARE FOSTER FAMILY AGENCY FOR CHILDREN WITH  
SPECIAL HEALTH CARE NEEDS**

**STANDARD TERMS AND CONDITIONS**

**1.0 ADMINISTRATION OF CONTRACT – COUNTY**

A listing of all COUNTY Administration referenced in the following Sub-sections is designated in Exhibit U, COUNTY's Administration. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

**1.1 COUNTY's Program Manager**

The responsibilities of the COUNTY's Program Manager include:

- ensuring that the objectives of this Contract are met;
- making changes in the terms and conditions of this Contract in accordance with Part II, Section 5.0, Change Notices and Amendments; and
- providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements
- meeting with CONTRACTOR's Program Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

The COUNTY's Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

**1.2 COUNTY's Contract Program Monitor**

The COUNTY's Program Monitor is responsible for overseeing the day-to-day administration of this Contract. The Program Monitor reports to the COUNTY's Program Director.

**1.3 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the COUNTY will exercise a contract term extension option.**

## **2.0 ASSIGNMENT AND DELEGATION**

- 2.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Sub-section 2.1, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under the Contract shall be deductible, at COUNTY's sole discretion, against the claims, which the CONTRACTOR may have against COUNTY.
- 2.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.
- 2.2.1 Any withdrawal or change of shareholders, members, directors or other persons named on CONTRACTOR's Community Care license application (which significantly changes CONTRACTOR's program as it existed at the time of the execution of this Contract) or any change in the license under CONTRACTOR's Community Care license is an assignment requiring COUNTY consent.
- 2.2.2 Any payments by COUNTY to CONTRACTOR or its assignee, or acceptance of any payments by COUNTY from CONTRACTOR or its assignee on any claim under this Contract shall not waive or constitute COUNTY consent.
- 2.2.3 Upon assignment and/or delegation, each and all of the provisions, agreements, terms, covenants, and conditions herein contained, shall be binding upon both CONTRACTOR and upon any assignee/delegate thereof.
- 2.3 Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, Subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the



Contract which may result in the termination of the Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

### **3.0 AUTHORIZATION WARRANTY**

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

### **4.0 BUDGET REDUCTION**

In the event that the County's Board of Supervisors adopts, in 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, the COUNTY reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the CONTRACTOR under this Contract shall also be reduced correspondingly. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar Days of the Board's approval of such actions. Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all of the services set forth in this Contract.

### **5.0 CHANGES AND AMENDMENTS**

COUNTY reserves the right to change any portion of the work required under this Contract, or make amendment to such other terms and conditions as may become necessary. For any material change to the Contract not requested by CONTRACTOR, COUNTY shall give CONTRACTOR 30-days prior written notice delivered by electronic mail, of its intent to make an amendment. Any significant cost impact associated with such an amendment shall be addressed in developing the amendment. A significant cost impact, as used in this section, is defined as a cumulative cost increase of \$1,200 annually. Contract changes shall be in writing and accomplished in the following manner:

- 5.1 Exhibits A-1, A-5, C-3, D through D-3, Exhibits E, F, G, H, K, O, S, and T, may be changed unilaterally by COUNTY to reflect any changes in applicable federal, state or local laws, regulations, ordinances, court orders, court rules or in COUNTY policies. If the change will result in a significant cost impact an amendment will be prepared by COUNTY and executed by CONTRACTOR. If the change will result in no significant cost increase the amendment will be effective upon delivery of the replacement exhibit by

electronic mail to the CONTRACTOR's e-mail address and USPS Mail to the address of CONTRACTOR set forth in Part I, Section 9.0, Notices. CONTRACTOR shall be responsible for monitoring changes to any applicable laws, ordinances, regulations, and court rules impacting this Contract. CONTRACTOR shall at all times remain in compliance with all such laws, ordinances, regulations, and court rules, whether or not COUNTY has delivered a replacement exhibit.

- 5.2 For any other 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 Contract, or for any change in CONTRACTOR's Plan of Operations and Program Statement, a change notice shall be prepared by COUNTY, and executed by CONTRACTOR and Program Director or designee.
- 5.3 For any change not covered by Sub-sections 5.1 or 5.2, an amendment to this Contract shall be prepared, by COUNTY, signed by CONTRACTOR, and executed by COUNTY as authorized by the COUNTY's Board of Supervisors.

## **6.0 CHILD SUPPORT COMPLIANCE PROGRAM**

### **6.1 Contractor's Warranty of Adherence to County's Child Support Compliance Program**

6.1.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the 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 the COUNTY and its taxpayers.

6.1.2 As required by the COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, the CONTRACTOR maintains 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 or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

### **6.2 Termination for Breach of Warranty to Maintain Child Support Compliance**

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Sub-section 6.1, "Contractor's Warranty of Adherence to County's Child Support Compliance Program," shall constitute a default by the CONTRACTOR under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, 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 Contract pursuant to Part II, Section 32.0, Termination for CONTRACTOR's Default, and pursue debarment of the CONTRACTOR, pursuant to County Code Chapter 2.202.

## **7.0 GRIEVANCES**

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

## **8.0 COMPLIANCE WITH APPLICABLE LAWS**

8.1 CONTRACTOR shall conform to and abide by all applicable Municipal, COUNTY, State and Federal laws and regulations, court rules, and ordinances, guidelines, policies and procedures, 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.

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

8.1.2 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 Part I, Section 10.0, Confidentiality, of this Contract.

8.1.3 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).

8.2 Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Contract and may result in termination of this Contract, in accordance with Part II, Section 32.0, Termination for Contractor's Default, of this Contract.

8.3 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 Sub-sections 8.1 hereof and Part II, Sub-section 23.1, Non-Discrimination in Employment.

## **9.0 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 Contract or under any project, program or activity supported by this Contract.

## **10.0 COMPLIANCE WITH JURY SERVICE PROGRAM**

This Contract 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 T, and incorporated by reference into and made a part of this Contract.

### **10.1 Written Employee Jury Service Policy**

10.1.1 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 (Section 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.

10.1.2 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 Fifty Thousand Dollars (\$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 as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) Days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any Subcontractor to perform services for the COUNTY under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Sub-section shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the Contract.

10.1.3 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 Jury Service 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 Contract 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.

10.1.4 CONTRACTOR's violation of this Section of this Contract may constitute a material breach of this 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.

## **11.0 CONFLICT OF INTEREST**

- 11.1 Notwithstanding any other provision of this Contract, no COUNTY employee whose position in COUNTY enables such employee to influence the award or administration of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR herein, or have any other direct or indirect financial interest in this Contract. No officer or employee of COUNTY who may financially benefit from the provision of Services hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation of such Services, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such Services.
- 11.2 No DCFS or Probation employee, either active or on leave status, shall serve as an employee or contractor of CONTRACTOR in any capacity on a full or part-time basis. No DCFS employee either active or on leave status shall be approved 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.
- 11.3 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 Contract. CONTRACTOR warrants that it is not now aware of any facts, which created a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts, which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, without limitation, identification of all persons implicated, and complete description of all relevant circumstances.

## **12.0 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS**

- 12.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, the 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 Opportunity for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants by job

category to the CONTRACTOR. CONTRACTOR shall report all job openings with job requirements to: [GAINGROW@DPSS.LACOUNTY.GOV](mailto:GAINGROW@DPSS.LACOUNTY.GOV) and [BSERVICES@WDACS.LACOUNTY.GOV](mailto:BSERVICES@WDACS.LACOUNTY.GOV) and DPSS will refer qualified GAIN/GROW job candidates.

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

### **13.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST**

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

### **14.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

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

14.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.

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

integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

- 14.4 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 14.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. The CONTRACTOR and DCFS/Probation shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 14.6 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 Contractor Hearing Board.
- 14.7 If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.
- 14.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the



hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

14.9 This Section 14.0 shall also apply to Subcontractors of COUNTY Contractors.

## **15.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTORS to complete the certification in Exhibit L, the COUNTY seeks to ensure that all COUNTY CONTRACTORS, which receive or raise charitable contributions, comply with California law in order to protect the COUNTY and its taxpayers. A CONTRACTOR, which receives or raises charitable contributions without complying with its obligations under California law, commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

## **16.0 COUNTY'S QUALITY ASSURANCE PLAN**

The COUNTY or its agent will monitor CONTRACTOR's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the CONTRACTOR's compliance with all Contract terms and conditions and performance standards. CONTRACTOR deficiencies which COUNTY determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

## **17.0 EMPLOYEE BENEFITS AND TAXES**

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

18.2 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 Contract or CONTRACTOR's performance hereunder.

## **18.0 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 Contract.

## **19.0 EVENTS OF DEFAULT**

### **19.1 Default for Non-Performance**

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

19.1.1 CONTRACTOR has made a material misrepresentation of any required information in the Plan of Operations and Program Statement; or

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

19.2 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.

19.3 CONTRACTOR's failure to comply with the Criminal Clearance background check and/or the Megan's Law Website database check requirements, including certifying a foster home with either an exemption or exception to the Criminal Clearance background check for use by the COUNTY without prior written approval from the COUNTY Program Manager, shall be considered an event of default.

#### 19.4 Default for Insolvency

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

19.4.1 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;

19.4.2 The filing of a voluntary petition in bankruptcy;

19.4.3 The appointment of a Receiver or Trustee for CONTRACTOR;

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

#### 19.5 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.

### **20.0 FORMER FOSTER YOUTH CONSIDERATION**

20.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform Services set forth herein, CONTRACTOR shall give consideration (after COUNTY employees, and GAIN/GROW participants, as described in Part II, Sections 13.0 and 14.0) 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 emailing, a list denoting any position(s) for which hiring is anticipated to:

County of Los Angeles  
Department of Children and Family Services  
Attention: Division Chief, Youth Development Services  
3530 Wilshire Blvd., Suite 400  
Los Angeles, CA 90010  
FAX: ~~(213) 637-0036~~  
Email: to be determined

AND

County of Los Angeles  
Probation Department  
Attention: Director, Youth Development Services  
3530 Wilshire Boulevard, Suite 400  
Los Angeles, CA 90010

20.2 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).

## **21.0 INDEPENDENT CONTRACTOR STATUS**

This Contract 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 Contract are, for purposes of Workers' Compensation liability, employees solely of CONTRACTOR and not of COUNTY. CONTRACTOR shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with service to COUNTY provided pursuant to this Contract.

## **22.0 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'.)

## **23.0 NON-DISCRIMINATION IN EMPLOYMENT**

- 23.1 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).
- 23.2 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.
- 23.3 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.
- 23.4 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.
- 23.5 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 Contract. COUNTY reserves the right to determine independently whether the non-discrimination provisions of this Contract have been violated. In addition, a determination by the California Fair Employment Opportunity Commission that CONTRACTOR has violated State or Federal non-discrimination laws or regulations shall constitute a finding by COUNTY that CONTRACTOR has violated the non-discrimination provisions of this Contract.
- 23.6 The parties agree that in the event CONTRACTOR violates the non-discrimination provisions of this Contract, COUNTY shall, at its option, be entitled to a sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating this Contract.

## **24.0 NON-DISCRIMINATION IN SERVICES**

In the performance of this Contract CONTRACTOR shall not discriminate in the delivery of Services as provided in CONTRACTOR's Plan of Operations and Program Statement, attached hereto as Exhibit A-13, 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 Plan of Operations and Program Statement and in compliance with CONTRACTOR's license. Such determination may not be arbitrary and capricious, unreasonable or discriminatory.

## **25.0 NOTICE OF DELAYS**

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

## **26.0 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, attached hereto as Exhibit F.

## **27.0 PROPRIETARY RIGHTS**

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

27.1 To the extent that 45 CFR 95.617 applies to this Contract, this Sub-section 27.2 shall be applicable. Notwithstanding any other provision of this Contract, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with Federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise

use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein. To the extent that 45 CFR 95.617 does not apply, nothing precludes the CONTRACTOR from seeking a trademark to its intellectual property developed during the term of this contract.

- 27.2 Any materials, data and information not developed under this Contract, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET", "PROPRIETARY", or "CONFIDENTIAL".
- 27.3 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 Sub-section 27.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.
- 27.4 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Sub-section 27.4 for:
  - 27.4.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Sub-section 27.3;
  - 27.4.2 Any materials, data and information covered under Sub-section 27.2; and
  - 27.4.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law
- 27.5 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.

27.6 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.

27.7 The provisions of Sub-sections 27.5, 27.6, and 27.7 shall survive the expiration or termination of this Contract.

## **28.0 DISCLOSURE OF INFORMATION**

28.1 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 Contract within the following conditions:

28.1.1 CONTRACTOR shall develop all publicity material in a professional manner and subject to Part I, Section 10.0, Confidentiality, of this Contract.

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

28.1.3 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.

## **29.0 RECYCLED-CONTENT PAPER**

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

## **30.0 SAFELY SURRENDERED BABY LAW**

30.1 Contractor's Acknowledgement of County's Commitment to 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 Exhibit S, 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. Information and posters for printing are available at [www.babysafela.org](http://www.babysafela.org).

#### 30.2 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, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit S, Safely Surrendered Baby Law of this Master Agreement. Additional information is available at [www.babysafela.org](http://www.babysafela.org).

### 31.0 SUBCONTRACTING

- 31.1 No performance of this Contract or any portion thereof may be subcontracted by CONTRACTOR without the express written authority of COUNTY DCFS Director. Any attempt by CONTRACTOR to Subcontract performance of any of the terms of this Contract, in whole or in part, without said consent shall be null and void and shall constitute a breach of the terms of this Contract, upon which Contract may be terminated in accordance with Part II, Section 32.0, Termination for Contractor's Default. CONTRACTOR shall submit each Subcontract to COUNTY for written approval prior to Subcontractor performing any work hereunder.
- 31.2 All of the provisions of this Contract 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 Contract 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."
- 31.3 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.

- 31.4 CONTRACTOR shall obtain the following from each Subcontractor before any Subcontractor employee may perform any work under any Subcontract to this Contract. CONTRACTOR shall maintain and make available upon request of Program Manager all the following documents:
- 31.4.1 An executed Acknowledgment and Confidentiality Agreement (Exhibit D-2) executed by each Subcontractor and each of Subcontractor's employees approved to perform work hereunder.
  - 31.4.2 Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by Part I, Section 6.0, Insurance Coverage Requirements, of this Contract.
  - 31.4.3 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.
- 31.5 CONTRACTOR shall provide COUNTY's Program Manager with copies of all executed Subcontracts.
- 31.6 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 Contract, including, but not limited to, the obligation to properly supervise, coordinate, and perform all work required hereunder.
- 31.7 Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Contract.
- 31.8 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.

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

- 32.1 Upon determining the existence of any one or more of the circumstances heretofore described in Part II, Section 19.0, Events of Default, this Contract may be subject to termination, by the Board of Supervisors, either immediately or within such longer time period as noticed by COUNTY.
- 32.2 In the event COUNTY terminates this Contract in whole or in part as provided in this Section, COUNTY may recover damages to the extent permitted by

applicable law, subject to the terms of Part I, Dispute Resolution Procedures, Section 20.0.

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

- 32.3 CONTRACTOR shall not be liable, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes may include, but not be limited to: acts of God or of the public enemy, acts of Federal, State, or County Governments in their sovereign capacities, fires, floods, epidemics, riots, earthquakes, quarantine restrictions, strikes, freights embargoes and unusually severe weather, but in every case, the failure to perform must be beyond the control and without the fault or negligence of CONTRACTOR.
- 32.4 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.

### **33.0 TERMINATION FOR CONVENIENCE**

- 33.1 The performance of Services under this Contract may be terminated in whole or part when such action is deemed by COUNTY to be in its best interest and such termination is approved by the Board of Supervisors. Termination of Services hereunder shall be effected by delivery to CONTRACTOR of a ninety (90) day advance notice of termination specifying the extent to which performance of Services under this Contract is terminated and the date upon which such termination becomes effective.
- 33.2 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:

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

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

33.3 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 Contract for any terminated Services, provided that such amounts may be offset against any amounts COUNTY claims are due from CONTRACTOR pursuant to the terms of this Contract.

#### **34.0 TERMINATION FOR IMPROPER CONSIDERATION**

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

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

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

**35.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm, as defined in County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the COUNTY's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by the CONTRACTOR to fully comply with the COUNTY's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the COUNTY may, in its sole discretion, immediately terminate or suspend this Contract.

**36.0 COVENANT AGAINST CONTINGENT FEES**

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

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

**37.0 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

37.1 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals and businesses that benefit financially from COUNTY through Contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

37.2 Unless CONTRACTOR qualifies for an exemption or exclusion, CONTRACTOR warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

37.3 CONTRACTORS Certification of Compliance with the COUNTY's Defaulted Property Tax Reduction Program is incorporated as Exhibit M of this Contract.

**38.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Section 38.0 "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute default under this Contract. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract, failure of CONTRACTOR to cure such default within ten (10) days of notice shall be grounds upon which COUNTY may terminate this Contract and/or pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.206.

### **39.0 TIME OFF FOR VOTING**

The CONTRACTOR shall notify its employees, and shall require each SUBCONTRACTOR to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every CONTRACTOR and SUBCONTRACTORS shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

### **40.0 MANDATORY REQUIREMENT TO REGISTER ON FEDERAL SYSTEM FOR AWARD MANAGEMENT**

CONTRACTOR represents and warrants that it has registered in the Federal System for Award Management's (SAM). Prior to a contract award, all potential contractors must register in SAM. Registration can be accomplished online via the Internet by accessing the Federal Contractor Registry's home page at <https://www.sam.gov/portal/SAM/#1>. CONTRACTOR certifies that is in good standing with the federal government Executive Order 12549, 7CFR Part 3017, 45 CFR Part 76, and 2 CFR 200.212 Subpart C. CONTRACTOR certifies that to the best of its knowledge and belief it and its principals or affiliates under this contract are not debarred or suspended from federal financial assistance programs and activities; proposed for debarment; declared ineligible; or voluntarily excluded from participation in covered transactions by any federal department or agency as attached hereto as Exhibit O.

### **41.0 COMPLIANCE WITH ENCRYPTION REQUIREMENTS**

#### **41.1 Data Encryption**

Contractor and Subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below in Subsection 41.1.1, 41.1.2, and 41.1.3; and, as PI is defined in California Civil Code Section 1798.29(g), PHI is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA), and

implementing regulations, and MI is defined in California Civil Code Section 56.05(j).

#### 41.1.1 Stored Data

Contractors' and Subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) shall require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management- Part 1: General (Revision 3); (c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

#### 41.1.2 Transmitted Data

All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Recommendation for Key Management - Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

#### 41.1.3 Certification

The County must receive within ten (10) business days of its request, a certification from Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above in Contractor's Compliance with Encryption Requirements Form (Exhibit P). In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 43.0 (Data Encryption) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

#### **42.0 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING**

Contractor acknowledges and certifies in Attachment Q, Zero Tolerance Human Trafficking Policy Certification that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Master Agreement. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

#### **43.0 CONTRACTOR ALERT REPORTING DATABASE**

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.



**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES AND PROBATION  
DEPARTMENT  
FOSTER CARE PLACEMENT SERVICES MASTER CONTRACT FOR INTENSIVE  
SERVICES FOSTER CARE FOSTER FAMILY AGENCY FOR CHILDREN WITH  
SPECIAL HEALTH CARE NEEDS**

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

COUNTY OF LOS ANGELES

CONTRACTOR

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

By: \_\_\_\_\_  
Bobby D. Cagle, Director  
Department of Children and  
Family Services

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title \_\_\_\_\_

By: \_\_\_\_\_  
Terri McDonald  
Chief Probation Officer  
Probation Department

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title \_\_\_\_\_

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

APPROVED AS TO FORM:  
BY THE OFFICE OF COUNTY COUNSEL  
MARY C. WICKHAM, COUNTY COUNSEL

By: \_\_\_\_\_  
David Beudet,

# List A

Tentatively Selected for Master Agreement  
 Effective January 1, 2019  
**Met All Requirements**

STRTP	FFA	FFA-ESC	ISFC-CSEBN	ISFC-CSHCN
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Existing Providers		STRTP	FFA	FFA-ESC	ISFC-CSEBN	ISFC-CSHCN
14 of 15 STRTP SOQ	1 Boys Republic	X				
	2 Childhelp, Inc.	X	X		X	
	3 David and Margaret Home, Inc. dba: David & Margaret Youth and Family Services	X	X	X	X	X
	4 Five Acres-The Boys' and Girls' Aid Society of Los Angeles County	X	X		X	
	5 Florence Crittenton Services of Orange County, Inc. dba: Crittenton Services for Children and Families	X	X			
	6 Hathaway-Sycamores Child and Family Services	X	X	X	X	
	7 Hillside	X				
	8 Los Angeles Youth Network	X				
	9 Optimist Boys' Home and Ranch	X	X	X		
	10 Rancho San Antonio Boys Home, Inc.	X				
	11 Starshine Treatment Center	X				
	12 St. Anne's Maternity Home	X				
	13 Trinity Youth Services	X	X		X	
	14 Vista Del Mar Child and Family Services	X	X		X	
15 Alliance Human Services, Inc.		X		X	X	
16 Alpha Treatment Centers		X				
17 Aspiranet		X		X		
18 Aviva Family and Children's Services (formerly Hamburger Home)		X	X	X		
19 Bienvenidos Children's Center, Inc.		X				
20 Building Bridges Foster Family Agency		X				
21 Childnet Youth and Family Services, Inc. dba: Foster Family Network		X	X	X		
22 Children's Bureau of Southern California		X				
23 Dangerfield Institute of Urban Problems		X				
24 Eggleston Youth Centers, Inc.		X				
25 Extraordinary Families		X				
26 Families Uniting Families		X				
27 Futuro Infantil Hispano, FFA		X	X	X		
28 Hermanitos Unidos-Siblings United Foster Family Agency		X	X			
29 Holy Family Services Adoption and Foster Care		X				
30 Inner Circle Foster Family Agency, Inc.		X				
31 Koinonia Foster Homes, Inc.		X				
32 Latino Family Institute, Inc.		X		X		
33 McKinley Children's Center		X	X	X		
34 New Life Foster Family Agency		X				
35 Ninos Latinos Unidos, Inc.		X				
36 Nuevo Amanecer Latino Children's Services		X				
37 Olive Crest		X	X	X	X	
38 Penny Lane Centers		X		X	X	
39 Seneca Family of Agencies dba: Seneca Center		X		X		
40 Serenity, Inc. Foster Care and Adoption		X	X			
41 The Road Ahead Family Services		X	X			
42 The Village Family Services, Inc.		X		X	X	
43 Walden Environment dba: Walden Family Services		X		X	X	
44 Wayfinder Family Services		X				
45 West Covina Foster Family Agency		X				
46 Westside Children's Center, Inc.		X				
		14	40	11	18	6

New Providers		STRTP	FFA	FFA-ESC	ISFC-CSEBN	ISFC-CSHCN
15	1 Victor Treatment Centers, Inc. (merging with Rosemary Children's Services)	X	X		X	
	2 Rite of Passage Adolescent Treatment Centers and Schools, Inc.	X				
	3 Personal Involvement Center, Inc.		X			
		2	2	0	1	0

49 LIST A TOTAL NUMBER OF AGENCIES

LIST A TOTAL 16 42 11 19 6

# List B

May Be Selected for Master Agreement  
Compliance with certain requirements is still pending

		STRTP	FFA	FFA-ESC	ISFC-CSEBN	ISFC-CSHCN
<b>Existing Providers</b>						
1	Alpha Treatment Centers *				X	X
2	Bourne, Inc.	X				
3	Careprovider.org Foundation	X				
4	Children's Homes of Southern California	X				
5	Dangerfield Institute of Urban Problems *	X				
6	Deliaann-Lucile dba: Delilu Achievement Home	X				
7	Dream Home Care, Inc.	X				
8	Eggleston Youth Centers, Inc. *	X			X	
9	Fields Comprehensive Youth Services, Inc.	X				
10	Fleming and Barnes, Inc. dba: Dimondale Adolescent Care Facility	X	X			
11	Florence Crittenton Services of Orange County, Inc. dba: Crittenton Services for Children and Families *				X	
12	Fred Jefferson Memorial Home for Boys	X	X			
13	Garces Residential Care Services	X				
14	Guardians of Love		X			
15	Hanna's House dba: Hannah's Children's Homes		X		X	X
16	Haynes Family of Programs	X				
17	Hillsides * **		X			
18	Heritage Group Homes, Inc.	X				
19	Human Services Network dba: Youth Services Network	X				
20	Humanistic Foundation, Incorporated dba: New Concept Group Home	X				
21	Luvlee's Residential Care, Inc. dba New Dawn	X				
22	Mary's Shelter dba: Mary's Path	X				
23	Maryvale	X				
24	McKinley Children's Center *	X				
25	New Beginnings Residential Treatment Facilities	X				
26	Penny Lane Centers *	X				
27	Project Six dba: The Help Group	X				
28	San Gabriel Children's Center, Inc.	X				
29	South Bay Bright Future, Inc.	X	X		X	X
30	South Coast Children's Society, Inc. dba: South Coast Community Services	X				
31	The Dream Catcher Foundation, Inc.	X				
32	The House of Bethesda	X				
33	Wayfinder Family Services *	X			X	X
34	West Covina Foster Family Agency *	X			X	X
		29	6	0	7	5

		STRTP	FFA	FFA-ESC	ISFC-CSEBN	ISFC-CSHCN
<b>New Providers</b>						
1	A Greater Love Foster Family Agency, Inc.		X			
2	A New Beginning For Me, Inc.	X				
3	Arrowhead Foster Family Agency, Inc.		X			
4	Asian American Drug Abuse Program, Inc.	X				
5	Bethany Christian Services		X			
6	Bithiah's House	X				
7	Casa Ladera	X				
8	Center for Positive Changes STAY (new 501c3)	X				
9	Childs Village for Youngsters, Inc.	X				
10	Inner Circle Foster Family Agency, Inc. *	X			X	X
11	KMB Behavioral Health, Inc.	X				
12	Korean American Family Services, Inc.		X			
13	Life Net Community Development Corporation	X				
14	Mindful Growth Foundation	X				
15	Mitchell Boys Home, Inc.	X				
16	Nuevo Amanecer Latino Children's Services *				X	X
17	Quest Family Services, Inc.	X				
18	Seneca Family of Agencies dba: Seneca Center *	X				
19	Smiles and Tears Children and Family Services		X			
20	The Virtuous Woman, Inc.	X				
21	There is Hope, Inc. FFA		X			
22	United American Indian Involvement, Inc.		X			
23	United Hands and Hearts, Inc.	X				
24	ZOE International	X				
		16	7	0	2	2

**58** LIST B TOTAL NUMBER OF AGENCIES (Includes 12 from List A)

LIST B TOTAL **45 13 0 9 7**

\* = These 12 agencies applied for multiple programs and are also listed on List A

\*\* = This agency is in the process of merging with an existing provider

STRTP = Short-Term Residential Therapeutic Program

FFA = Foster Family Agency

FFA-ESC = Foster Family Agency-Emergency Shelter Care

ISFC-CSEBN = Intensive Services Foster Care FFA for Children with Serious Emotional and Behavioral Needs

ISFC-CSHCN = Intensive Services Foster Care FFA for Children with Special Health Care Needs