

**FOSTER CARE PLACEMENT SERVICES MASTER CONTRACT**

**/FOR**

**SHORT-TERM RESIDENTIAL/ THERAPEUTIC PROGRAMS**

**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

**Yellow Highlights** = Changes from original SOW  
**Green Highlights** = Revisions as of 9/22/2017

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

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Exhibit A-3	Criminal Record Exemption Notification
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Exhibit A-13	STRTP Plan of Operation and Program Statement
Exhibit A-14	STRTP Facility License(s)
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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 Programs 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
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Exhibit F	IRS Notice 1015 - Notice to Employees Regarding Federal Earned Income Credit
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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
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**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 PROGRAMS**

This is the Short-Term Residential Therapeutic Programs 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, X, and Y 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 in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between this Contract and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to this Contract, 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 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 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
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<b>Exhibit D-2</b>	<b>Contractor Non-Employee Acknowledgment and Confidentiality Agreement</b>
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Exhibit Y	Target Demographics with Corresponding Rate Classification Levels

## 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” - 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 Programs. 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 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
- 2.12 “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 Programs Contract Investigation/Monitoring/Audit Remedies and Procedures.
- 2.13 “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.
- 2.14 “COUNTY’s Program Manager” or “CPM” – means COUNTY representative responsible for daily management of contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
- 2.15 “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.

- 2.16 “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.
- 2.17 “Day Rehabilitation Program” – programs funded by the Department of Mental Health that operate Short-Term Residential Therapeutic Programs. 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.
- 2.18 “DCFS” - means COUNTY’s Department of Children and Family Services.
- 2.19 “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 Programs. These services include:
- 2.19.1 Certification of the mental health services component for any proposed Short Term Residential Therapeutic Programs prior to the Foster Care Funding and Rates Bureau establishing these rate levels;
  - 2.19.2 Support for the development of Day Rehabilitation Programs in Short-Term Residential Therapeutic Programs;
  - 2.19.3 Support for the development of Day Treatment Programs in Short-Term Residential Therapeutic Programs; and
  - 2.19.4 Providing Therapeutic Behavioral Services in Short-Term Residential Therapeutic Programs.
- 2.20 “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.
- 2.21 “Deputy Probation Officer” or “DPO” - an employee of the Probation Department who provides direct supervision of youth on formal probation.
- 2.22 “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)).

- 2.23 "Director" - means COUNTY's Director of Children and Family Services or his or her authorized designee.
- 2.24 "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 Programs Contract Investigation/Monitoring/Audit Remedies and Procedures.
- 2.25 "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 Programs Contract Investigation/Monitoring/Audit Remedies and Procedures.
- 2.26 "Emancipation" – means successful passage of foster youth to adulthood, including becoming a responsible and contributing member of the Community.
- 2.27 "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.
- 2.28 "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.
- 2.29 "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.
- 2.30 "Fiscal Year(s)" - means the twelve (12) month period beginning July 1<sup>st</sup> and ending the following June 30<sup>th</sup>.

- 2.31 “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 Short-Term Residential Therapeutic Programs.
- 2.32 “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 Programs) or may call to request payment or Medi-Cal information. The Foster Care Payment Hotline Number is (800) 697-4444.
- 2.33 “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 Programs Contract Investigation/Monitoring/Audit Remedies and Procedures.
- 2.34 “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.
- 2.35 “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.
- 2.36 “Manual of Policies and Procedures” – refers to the manual promulgated by the California Department of Social Services.
- 2.37 “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.
- 2.38 “Overpayment” – AFDC-FC Overpayments are those payments defined and governed by the State Manual of Policies and Procedures 45-304.1.11 as follows: “any amount of aid paid which a foster care provider received on behalf

of a child to which the provider was not entitled or an expenditure made by a Foster Family Agency provider not in conformity with Section 11-404. Amounts a provider is not entitled to also includes amounts paid where the provider did not care for the child for the period of time the child was no longer in the home and may include a temporary absence. AFDC-FC Overpayments are governed by MPP 11-425, 22-001, 22-003, 22-009, and 45-302 through 45-306, and 11-404 inclusive.”

- 2.39 “Placed Child” or “Placed Children” – means any child or children placed by COUNTY receiving Services from CONTRACTOR pursuant to this Contract.
- 2.40 “Pool Rate” – means the rate of interest to be charged as determined by COUNTY’s Auditor-Controller.
- 2.41 “Probation” – means the COUNTY’s Probation Department.
- 2.42 “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.
- 2.43 "Program" - means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work.
- 2.44 “Program Directors” – means the Director of the DCFS and the Chief Probation Officer of the Probation Department.
- 2.45 “Program Manager” – means the COUNTY representative responsible for administering this Contract, consulting on policy, providing technical assistance, and overall coordination and implementation of this Contract between the CONTRACTOR and COUNTY. (See Exhibit AAU, County’s Administration)
- 2.46 “Plan of Operation and Program Statement” – means a comprehensive description of the STRTP’s program in effect during the term of this Contract.
- 2.47 “Real Property” – means land and anything growing on, attached to, or erected on it.
- 2.48 “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:
  - 2.48.1 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:

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

2.48.1.2 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.

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

2.48.3 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.

2.49 “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”.

2.50 “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.

2.51 “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.

2.52 “Short-Term Residential Therapeutic Programs” 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.

2.53 “State” – means the State of California.

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

2.55 “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.

- 2.56 “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.
- 2.57 “Title 22” – means the California Code of Regulations for community care facilities including STRTPs.
- 2.58 “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.**)
- 2.59 “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 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 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 commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers, and employees as insured for all activities arising from this Contract.
- 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 the commercial general liability ISO form CG 00 01 (occurrence) or its equivalent. Coverage written on the commercial general liability ISO form CG 00 02 (claims-made) shall be considered equivalent providing the CONTRACTOR commits to maintain such coverage for not less than two (2) years, or provide a two (2) year extended reporting period, commencing upon termination or cancellation of this agreement. In all cases, such general liability coverage shall include limits of not less than the following:

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

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

- 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.
- 6.7 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.

## 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 K-4A-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 a **written faxed** 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 MG) and email to (TBD). 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.
- 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, **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 COUNTY discovers a payment made to CONTRACTOR which can be defined as an Overpayment, including but not limited to:

7.10.1.1 Vouchers submitted after placement termination, vouchers setting forth dates a child was not in placement but, for which CONTRACTOR was paid or amounts expended not in conformity with MPP 11-404, inclusive, as defined and governed by MPP 45-304.1.11, 45-304 through 45-306 and 11-404, inclusive, on behalf of placed children 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.

7.10.1.2 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).

7.10.1.3 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.

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

7.10.1.5 CONTRACTOR will 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.

7.10.1.6 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.

7.10.1.7 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 CONTRACTOR did not appear at the informal hearing, the date of the informal decision by COUNTY, or the date of withdrawal of request for informal hearing, whichever is earlier.

7.10.1.8 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 discovers a payment made by COUNTY is defined as an Overpayment, including but not limited to:

7.10.2.1 Vouchers submitted after placement termination, vouchers setting forth dates a child was not in placement but, for which CONTRACTOR was paid or amounts expended not in conformity with MPP 11-404, inclusive, as defined and governed by MPP 45-304.1.11, 45-304 through 45-306, and 11-404, inclusive, on behalf of placed children 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 the collectible amount.

7.10.2.2 Thereafter, CONTRACTOR and COUNTY shall attempt to resolve the discrepancy 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).

7.10.2.3 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.

7.10.2.4 CONTRACTOR may request both an informal hearing and/or State Fair Hearing as provided pursuant to MPP 45-306.1 through 45-306.3, inclusive.

7.10.2.5 CONTRACTOR will 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 45-306.2, inclusive.

7.10.2.6 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.

7.10.2.7 If CONTRACTOR requests an informal hearing and, thereafter determines a State Fair Hearing is unnecessary, the request for State Fair Hearing shall be within ninety (90) days of the abandoned informal hearing or issuance of the decision from the informal hearing, whichever is earlier, as proscribed by MPP 45-306.3.

7.10.2.8 Once due process has expired or has been completed 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.

7.10.3 In the event CONTRACTOR does not return an Overpayment, governed by MPP 45-304 through 45-306 and 11-404, inclusive, 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 Part I, **Section 16.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan.** County shall provide written notice of its intention to place CONTRACTOR on a Do Not Refer Status at least fifteen (15) days in advance.

7.10.4 In matters involving overpayments, governed by MPP 45-304 through 45-306 and 11-404 inclusive, 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.

7.10.5 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 and 11-404, 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 16.0 and 20.0 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, and/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.

## **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 electronic or first class mail, 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 first class mail 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 Programs  
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 GG<sup>V</sup>, 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 first class 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 first class mail or by electronic 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-<sup>1</sup>).

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 JE**, 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 DCFS 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 CONTRACTOR shall provide a brief description of the Short-Term Residential Therapeutic Programs and send it to:

**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 Programs  
Monitoring/Investigations  
11701 South Alameda Street, 2<sup>nd</sup> Floor  
Lynwood, CA 90262

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

12.4.1 CONTRACTOR shall provide the following program information **per the format in Exhibit A-12**: 1) name of the *Short-Term Residential Therapeutic Programs Organization*; office address; telephone number; ~~fax number, if applicable;~~ email address, if applicable; 2) *for each site* the city (but no street address), zip code, license number, and licensed capacity, including sex and age range; 3) ~~target demographic(s) including languages served, type(s) of children served [Severely or Seriously Emotionally Disturbed, severe behavioral problems, and/or Developmentally Disabled], and any special target served such as children who use alcohol or drugs; are assaultive; destroy property; are encopretic or enuretic; hearing impaired; gay, lesbian, bisexual, transgender or questioning; gang affiliated; learning disabled; are mothers with babies; non-ambulatory; physically handicapped; pregnant; self-destructive; sexually acting out; sexually predatory; have special health care needs; are suicidal; and/or are vision impaired; target demographic(s) or population to be served include children ages 0-17 and Non-Minor Dependents (NMDs) of any sex or gender, including those who identify as members of the Lesbian, Gay, Bisexual, Transgender, Queer/Questioning (LGBTQ) community, who may speak a language other than English, with physical, mental, emotional, behavioral, or developmental conditions and/or disorders requiring specialized, intensive and individualized services; Some of which may include (but not limited to) or be described as those with substance abuse disorders, physically and/or sexually assaultive behavior, suicidal/homicidal thoughts with intent of self-harm or harm to others, history of property destruction, gang affiliation, encopresis and/or enuresis, pregnant and/or parenting teens, deaf or hearing impairment, blind or vision impairment, non-ambulatory, learning and/or developmental disabilities, special health care needs, and victims of commercial sexual exploitation.~~ 4) whether CONTRACTOR accepts children receiving psychotropic medications; 5) emergency care provided, if applicable, as described in the **SOW, Part B, Sub-section 2.4**; 6) on-grounds school, if applicable; 7) availability of off-grounds non-public schools; 8) the ratio of awake child care and supervision staff (including the facility manager) to Placed Children for each shift including weekends; 9) the number of individual and group therapy sessions provided to Placed Children per week by the facility's social worker,

psychologist, and psychiatrist; 10) the number of sessions provided to natural parents per month by the facility's social worker, psychologist, and psychiatrist; 11) community resources used; and 12) any other outstanding program feature(s).

12.4.2 If CONTRACTOR has more than one Short-Term Residential Therapeutic Programs, CONTRACTOR shall provide the above information for each program on separate documents and separate compact disks.

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

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

12.6 CONTRACTOR shall allow County Worker to visit, interview, and conduct monitoring with youth when necessary.

### **13.0 STATE LICENSE**

13.1 CONTRACTOR shall maintain a Short-Term Residential Therapeutic Programs Facility License(s) (Exhibit K-2-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, DCFS/Probation Short-Term Residential Therapeutic Programs 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, DCFS/Probation Short-Term Residential Therapeutic Programs 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 **to Sub-section 16.1, and as further** described in Exhibit N, DCFS/Probation Short-Term Residential Therapeutic Programs 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 Programs as provided in Exhibit N, Short-Term Residential Therapeutic Programs 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, DCFS/Probation Short-Term Residential Therapeutic Programs Contract Investigation/Monitoring/Audit Remedies and Procedures.

When Do Not Refer Status is implemented, a CAP may be established, as provided in Exhibit N, DCFS/Probation Short-Term Residential Therapeutic Programs 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, DCFS/Probation Short-Term Residential Therapeutic Programs 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, DCFS/Probation Short-Term Residential Therapeutic Programs Contract Investigation/Monitoring/Audit Remedies and Procedures.

Under unique, warranted circumstances, a Do Not Use Status may be rescinded, as provided in Exhibit N, DCFS/Probation Short-Term Residential Therapeutic Programs 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, DCFS/Probation Short-Term Residential Therapeutic Programs 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 Programs 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 Revenue and Expenditure Report (Exhibit E 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 Revenue and Expenditure Report (Exhibit E C-3)**, along with the Short-Term Residential Therapeutic Programs 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 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 ~~Semi-Annual Revenue and 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 Revenue and 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 maintain, and provide to the County as requested, an Annual Report listing all Outside Employment Activities **Exhibit H-4W**, 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.

18.4.1 CONTRACTOR shall maintain, and provide to the County as requested, an Annual Report on Conflict of Interest **Exhibit H-2 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 Programs 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 Revenue and Expenditure Report (Exhibit-E 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 U.S. or electronic mail. COUNTY shall, within fifteen (15) working days of receipt of any such request for approval, provide a written response to CONTRACTOR by U.S. or electronic 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 K-1A-15, associated with the CDSS Community Care Licensing Division Facility license number(s) as identified on Exhibit K-2 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 PROGRAMS FOSTER CARE  
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 AAU, 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 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 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 amendment to such other terms and conditions as may become necessary. COUNTY shall give CONTRACTOR thirty (30) Days prior written notice delivered by first class mail, return receipt requested, of its intent to make such changes and amendments hereunder. Any significant cost impact associated with such an amendment shall be addressed in developing the amendment. A significant cost impact is defined as an incremental cost of \$1,200 annually on a cumulative basis. Such revisions shall be in writing and shall be accomplished in the following manner:

- 5.1 Exhibits **A-1, A-5, C-3, C-4, D through D-3, E, F, G, H, K, O, S, and T** may be changed unilaterally by COUNTY to reflect changes in County, State and Federal law, regulation, and ordinances, court orders, and court rules or in COUNTY policies or procedures, provided that such changes to these exhibits reflecting modifications to COUNTY policies or procedures with significant cost impact on CONTRACTOR must be amended pursuant to Part II, Sub-section 5.2. Amendments made pursuant to this Sub-section 5.1 shall be effective upon delivery of a replacement exhibit by certified mail, return receipt requested, to the address of CONTRACTOR set forth in Part I, Section 9.0, Notices. CONTRACTOR shall be responsible for monitoring changes and/or amendments to any and all laws, regulations, ordinances and/or court rules governing or impacting this Contract. CONTRACTOR shall at all times remain in

compliance with all such laws, regulations, ordinances and/or court rules, whether or not COUNTY has delivered a replacement exhibit.

- 5.2 For any change which does not have a significant cost impact, affect the scope of work, period of performance, payments, or which does not materially alter any term or condition included in this Contract, or for any change in CONTRACTOR's Name or in their Plan of Operation and Program Statement, or for any change to exhibits described in Sub-section 5.1 with significant cost impact on CONTRACTOR, a change notice shall be prepared by COUNTY, and executed by CONTRACTOR and Program Directors or designee. As used herein, the term "materially alter" is defined as being a change, which, in the sole discretion of COUNTY, warrants execution, by the Board of Supervisors.
- 5.3 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.
- 5.4 Changes related to or as a result of merger or acquisition of CONTRACTOR shall be effective upon execution of Contract Amendments by DCFS Director, or designee, the Chief Probation Officer, or designee, and the CONTRACTOR.

## **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 7.1.2 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 **I**, 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@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) to obtain a list of 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 15.0 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 Programs 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 position(s) within CONTRACTOR's firm by sending via U.S. mail or email to (TBD) 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 Boulevard, Suite 400  
Los Angeles, CA 90010  
FAX: (213) 637-0036

AND

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

FAX: (213) 252-8723

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 LF**.

## **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**

### **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).

### **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 HHM** 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 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 JJ.0.

#### **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 KKP). 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.

**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 PROGRAMS**

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 Acting 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: \_\_\_\_\_

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