



County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

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

DAVID B. SANDERS, Ph.D.
Director

Board of Supervisors

GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

October 19, 2004

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

Dear Supervisors:

**REQUEST TO APPROVE MASTER AGREEMENT FOR GROUP HOME FOSTER
CARE SERVICES WITH VARIOUS LICENSED NON-PROFIT ORGANIZATIONS
(ALL DISTRICTS) (3 VOTES)**

**JOINT RECOMMENDATION WITH THE CHIEF PROBATION OFFICER THAT YOUR
BOARD:**

1. Approve the attached Master Agreement (Attachment D), for provision of Group Home Foster Care services to the Department of Children and Family Services (DCFS) and Probation Department (Probation), with (1) those qualified licensed non-profit Group Home service providers listed on Attachment A, and (2) those licensed non-profit Group Home service providers listed on Attachment A-1 who submit all required documentation to enter into a Master Agreement. The term of the Master Agreement will be the later of November 01, 2004, the date of approval by your Board, or the date of execution by the DCFS Director and the Chief Probation Officer, or their designees, through October 31, 2005, with an option to extend for up to two (2) additional one-year renewal periods through October 31, 2007. The Master Agreement further permits the term to be extended for a period not to exceed six (6) months beyond the then current expiration date, if such additional time is necessary to complete the negotiation or solicitation of a new contract. Provision of the Group Home Foster Care services will be at a cost of approximately \$220.7 million per year. Funding for FY 2004-05 (for both DCFS and Probation including net County cost [NCC]) is included in the DCFS Assistance Budget. Group Home foster care costs are financed using approximately 30% Federal, 28% State, and 42% NCC.

2. Delegate authority to the Director of DCFS, or his designee, and the Chief Probation Officer, or his designee, to execute the Master Agreements with (1) those service providers listed on Attachment A, and (2) those service providers listed on Attachment A-1 who submit all required documentation to enter into a Master Agreement, at the rate classification level (RCL) set by the California Department of Social Services (CDSS), Community Care Licensing (CCL).
3. Delegate authority to the Director of DCFS, or his designee, and the Chief Probation Officer, or his designee, to execute the Master Agreements with additional qualified licensed Group Home providers throughout the term of the contract, after County Counsel and Chief Administrative Office (CAO) approval; and instruct DCFS to notify your Board and the CAO, in writing, within ten (10) workdays of execution of the Master Agreements.
4. Delegate authority to the Director of DCFS, or his designee, and the Chief Probation Officer, or his designee, to exercise one or both of the two one-year extension options, by written notification to the Group Homes, after County Counsel and CAO approval; and instruct DCFS to notify your Board and the CAO, in writing, within ten (10) workdays of executing the extensions.
5. Delegate authority to the Director of DCFS, or his designee, and the Chief Probation Officer, or his designee, to extend the Master Agreements by written notification to the Group Homes, for up to six (6) months beyond the then current expiration date, if such additional time is necessary to complete the negotiation or solicitation of a new contract, after County Counsel and CAO approval; and instruct DCFS to notify your Board and the CAO, in writing, within ten (10) workdays of executing the extensions.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Responsibility for the care, custody, control and conduct of Probation youth and dependent children is given to Probation and DCFS, respectively, by the Superior Court.

Group Home placements are utilized for children who are in need of a higher level of care than that which can be provided in a family-type setting. Group Home placements also provide services such as educational, social, and psychological programs, while offering a nurturing environment. Neither DCFS nor Probation has the capacity to provide these services in-house. DCFS and Probation must, therefore, rely on available community resources for Group Home Foster Care placements, to ensure the safety and quality of care required by these special needs children.

The current Group Home contracts expire on October 31, 2004. If the new Group Home contracts are not in place by November 1, placement resources for children in need of a higher level of care will not be available.

Implementation of Los Angeles County's Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goal #5 – Children and Families' Well-Being. The recommended actions will ensure availability of placement resources capable of providing a higher level of care for special needs children, which will result in meeting the children's social and emotional well-being, in a safe environment.

FISCAL IMPACT/FINANCING

The CDSS-CCL establishes the Group Home Foster Care rates, based on the level of care and services provided. There is no contract maximum since these are foster care assistance costs. Group Homes are reimbursed for each DCFS and Probation child placed at the Group Home based on the RCL determined by CDSS-CCL. The Group Home Foster Care agreements will cost approximately \$220.7 million per year. Group Home foster care costs are financed using approximately 30% Federal revenue, 28% State revenue, and 42% NCC. The funding including NCC for both DCFS and Probation for FY 2004-05 is included in the DCFS Assistance Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In April 2001, your Board adopted the Group Home Foster Care Form Agreement, whose initial term extended from May 1, 2001 to April 30, 2002, and which was extended for two (2) optional one-year periods to April 30, 2004, with a further six (6) month extension in order to complete this solicitation process.

This new Master Agreement has a less cumbersome description of the work to be performed by the providers. It also includes performance outcome summaries, which align with DCFS' goals for safety, permanency, and well-being.

Additionally, this new Master Agreement requires Group Home Foster Care service providers to comply with Title VI of the Civil Rights Act of 1964 and all other applicable laws and regulations in the delivery of services.

DCFS has consulted with the CAO Risk Management Operations (RMO) to develop appropriate indemnification and insurance provisions in this Master Agreement.

In this Master Agreement, DCFS' boilerplate standard contract language for quality assurance has been replaced with provisions to allow DCFS and Probation to retain the right to inspect and conduct investigations of a Group Home's program operations and contract compliance without prior notice to the provider, seven days a week, 24 hours a day. A provision is also included stating that the providers agree to maintain and retain records on each placed child as required by California Code of Regulations and maintain accurate and complete financial records of all its activities and operations relating to the agreement.

In addition, the following sections of the Master Agreement deviate from Board required language: (1) Mutual Indemnification; (2) General Insurance Requirements; (3) Insurance Coverage Requirements; (4) Limitation of County's Obligation due to Non-Appropriation of Funds; (5) Conflict of Interest; (6) Agreement Enforcement, Contract Program Management Plan, Monitoring and Review; and (7) Consideration of Hiring County Employees Targeted for Layoff or on Reemployment List.

DCFS and Probation do not anticipate the need to exercise the final six month extension option. DCFS and Probation will make every effort to complete the new procurement process timely to avoid the need to exercise the final six-month extension option.

Throughout the term of the contract, the providers' performance under the agreement will be evaluated. Any failure by a provider to comply with the terms of the agreement, including any failure to meet or exceed performance measurement targets, may result in the County's termination of the whole or any part of the Agreement, and/or placement of a provider on "Hold," "Do Not Refer," or "Do Not Use" status.

The Master Agreement is in compliance with all Board, CAO, and County Counsel requirements.

County Counsel and the CAO have reviewed this Board letter. The attached Master Agreement has been approved as to form by County Counsel.

CONTRACTING PROCESS

DCFS utilized a Request for Statement of Qualifications (RFSQ) solicitation process, modeled in the County of Los Angeles, to recruit licensed non-profit organizations to provide Group Home Foster Care services. On February 2, 2004, a request for utilization of an RFSQ to solicit for Group Home Foster Care services was sent to CDSS

(Attachment B). Approval from CDSS and clarification of a three-year contract term with use of the RFSQ was received in a letter dated February 24, 2004 (Attachment C).

Approximately 450 Group Home Foster Care service providers throughout the County were mailed notification letters announcing the recruitment for qualified Group Home Foster Care service providers and the release of the RFSQ. Newspaper advertisements for the release of the RFSQ were also published in the Los Angeles Times, La Opinion, LA Watts Times, and Chinese Daily News. The RFSQ was released on May 5, 2004, and posted on the County's website on May 5, 2004.

A Qualifier's Conference was held on May 13, 2004. Questions and answers from the Qualifier's Conference, and all addenda which were released, were mailed to those who received a copy of the RFSQ and/or attended the Qualifier's Conference. The questions and answers, and all addenda, were also posted on the County's website.

Listed on Attachment A are licensed Group Home Foster Care service providers that: (1) met the minimum qualifications set forth in the RFSQ; and (2) were found to be responsive and responsible.

Prior to executing new contracts with current providers, DCFS and Probation have verified that providers listed on Attachments A and A-1 who are current providers have no uncorrected deficiencies, as identified in program and fiscal audits, that require immediate remediation.

Listed on Attachment A-1 are licensed Group Home Foster Care service providers that: (1) are found to be responsive and responsible, and (2) must provide additional documentation in order to enter into a Master Agreement.

DCFS has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended agreement.

IMPACT ON CURRENT SERVICES

The current Group Home Foster Care form agreement has been in use by DCFS and Probation since May 2001. Because of their higher "staff to child ratios," Group Homes are able to provide a higher level of supervision for those children who may be at high risk of danger to themselves or to others. Without approval of the Group Home Foster Care Master Agreement, many children from both DCFS and Probation will be placed inappropriately, with families or in facilities that do not meet their needs.

The Honorable Board of Supervisors
October 19, 2004
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CONCLUSION

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

1. Department of Children and Family Services, Attention: Walter Chan, Manager, Contracts Administration, 425 Shatto Place, Room 400, Los Angeles, CA 90020.
2. Probation Department, Attention: Yolanda Young, Director, Contracts and Grants Management Division, 9150 E. Imperial Highway, Room A-66, Downey, CA 90242.
3. County Counsel, Attention: Rose Belda, Principal Deputy County Counsel, Edelman's Children's Court, 201 Centre Plaza Drive, Suite 1, Monterey Park, CA 91754.

Respectfully submitted,

Original Signed

DAVID SANDERS, Ph.D.
Director

Original Signed

RICHARD SHUMSKY
Chief Probation Officer

DS:WC:RML:EO

Attachments (5)

c: Chief Administrative Officer
Auditor-Controller

ATTACHMENT A

**QUALIFIED LICENSED NON-PROFIT GROUP HOME SERVICE
PROVIDERS**

QUALIFIED GROUP HOME SERVICE PROVIDERS

Group Home	
1	Abby's Adolescent Development*
2	Acts for Children*
3	Affirmative Action Development Center, Inc.*
4	Arrowhead Emancipation Program, Inc.*
5	Ashe Inc.*
6	A-W Friendship Homes, Inc. dba Zenith Youth Home*
7	Aziza Group Home*
8	B & I Group Home*
9	Basic Life Institute dba Boys 2 Men Group Inc.*
10	Bienvenidos Children's Center, Inc.*
11	Bourne, Inc.*
12	Boys Republic*
13	Canyon Acres Children & Family Services*
14	Careprovider.org Foundation*
15	Caring for Children & Family with AIDS*
16	Casa Editha Foundation, Inc.*
17	Catholic Charities of Los Angeles dba Rancho San Antonio*
18	Child Focus Group Home, Inc.*
19	Childnet Youth & Family Services, Inc.*
20	Children Are Our Future*
21	Children's Homes of Southern California*
22	Children's Therapeutic*
23	Childs' Homes for Children*
24	Ciceros Hope Group Home*
25	Cleo's Group Home, Inc.*
26	Counseling and Research Associates dba Masada Homes*
27	Cunningham's Group Home*
28	Dangerfield Institute of Urban Institute*
29	David and Margaret Home, Inc.*
30	Deliaann - Lucile Corporation dba Delilu Achievement Home*
31	Diakonia Inc.*
32	Dream Home Care, Inc.*
33	Drice House Inc.*

34	Dubnoff Center for Child Development and Educational Therapy*
35	Eggleston Youth Center, Inc.*
36	Ettie Lee Youth and Family Services*
37	Family Solutions, Inc.*
38	Fields Comprehensive Youth Services*
39	Fleming & Barnes, Inc. dba Dimondale Adolescent Care Facility*
40	Florence Crittenton Center*
41	Florence Crittenton Services of Orange Co.*
42	Foundation for the Junior Blind*
43	Fred Jefferson Memorial Homes for Boys*
44	Garces Residential Care Services*
45	Gay and Lesbian Adolescent Social Services, Inc.*
46	Girls and Boys Town of So. Calif.*
47	Greater Hope Society*
48	Greene Home for Boys*
49	Guiding Light Home For Boys*
50	Hamburger Home dba Aviva Family and Children's Services*
51	Hart Community Home*
52	Hathaway Children & Family Services*
53	Heritage Group Homes, Inc.*
54	Hillsides*
55	Human Services Network*
56	Humanistic Foundation, Inc. dba New Concept Group Home*
57	Imperial Group Homes, Inc.*
58	Ingrid's Residential Care*
59	J.E.E.B.*
60	Jay Cee Dee Children Home, Inc.*
61	Journey House*
62	Karis House*
63	Lachelle and Selena Inc. dba Camry GH*
64	Leroy Haynes Center for Children and Family Services*
65	Living Advantage, Inc.*
66	Los Angeles Youth Network*
67	Luvlee's Residential Care, Inc. dba New Dawn GH*
68	Manna Manor, Inc.*
69	Margie Staten's TLC Home For Girls*
70	Maryvale*

71	Mckinley Children Center*
72	Medina Home for Children, Inc.*
73	Michelle Travis Group Home*
74	Moore's Cottage*
75	Mozelle Pennington Boy's Center, Inc.*
76	Murrell's Farm and Boys Home, Inc.*
77	New World Independent Living Program, Inc.*
78	O'Connor and Atkin's Group Home*
79	Olive Crest Treatment Centers, Inc.*
80	Open Arms Mens Center*
81	Optimist Boys' Homes and Ranch*
82	Orange County Childrens Foundation, Inc.*
83	Orchard Homes Inc.*
84	Pacific Lodge Youth Services dba Pacific Lodge Boy's Home*
85	Paragon Center Inc.*
86	Pinnacle Foundation, Inc.*
87	Penny Lane Center*
88	Phoenix House Los Angeles*
89	Phoenix House Orange County, Inc.*
90	Pioneer Boys' Ranch*
91	Positive Path*
92	PsyMed, Inc.*
93	RAC Youth Center*
94	Rolling Hills Group Home*
95	Roseau Group Home*
96	Rosemary Children Services*
97	San Fernando Valley CMHC*
98	San Gabriel Children's Center*
99	South Bay Bright Future*
100	St. Anne's Foundation*
101	Star 6 Children's Foundation*
102	Starshine Treatment Center*
103	T & T Home for Boys*
104	Tana Group Home*
105	Tarzana Treatment Center, Inc.*
106	Teens Happy Home, Inc.*
107	The Community Youth Sports and Arts Foundation*

ATTACHMENT A-1

PENDING

**POTENTIAL LIST OF LICENSED NON-PROFIT GROUP HOME
SERVICE PROVIDERS TO ENTER INTO A MASTER
AGREEMENT UPON SUBMISSION OF FURTHER
DOCUMENTATION**

GROUP HOME SERVICE PROVIDERS
(Pending submission of additional documents)

Group Home	
1	Alpha Entrepreneur and Health Foundation, Inc. dba Sonya Love Guidance Center*
2	Creative Learning Institute, Inc.*
3	Downs and Martin Children Services*
4	Ferrees Group Home*
5	Five Acres-The Boys and Girls*
6	Frances Foundation, Inc.*
7	Guiding Our Youth*
8	H.V. Group Home Inc.*
9	Ha're John Paradise, Inc.*
10	Jean Loes Group Home*
11	Kids First Foundation dba Broad Horizons*
12	Kids First Foundation dba Highlander Children's Services*
13	Kids First Foundation dba Mid Valley Youth Center*
14	Lidell Group Home*
15	Little People's World*
16	Los Angeles Orphans Home Society dba Hollygrove Children and Family Services*
17	M & R Group Home Inc.*
18	Marco Homes, Inc.*
19	Mary's Shelter*
20	New Outlook Boy's Home*
21	P & J Children's Foundation*
22	Redeemer Home*
23	Renaissance Unlimited Home, Inc.*
24	Rites of Passage Residential Centers, Inc.*
25	Sand Hill Group Home, Inc.*
26	St. Pauls Group Home, Inc.*
27	Street Academy Inc.*
28	Summer Place, Inc.*
29	Sydia Group Home, Inc.*
30	The House of Bethesda Group Home, Inc.*
31	The Linden Center*
32	The Perfect Image Youth Center*
33	You are the Difference Foundation, Inc. dba Loving Life Home*

ATTACHMENT B

**LETTER REQUESTING THE USE OF THE REQUEST FOR
STATEMENT OF QUALIFICATIONS (RFSQ) PROCESS TO
SOLICIT FOR GROUP HOME FOSTER CARE SERVICES**



DAVID SANDERS, PH.D.
Director

**County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

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

February 2, 2004

Ms. Eva Lopez, Chief
Contracts Bureau
California Department of Social Services
744 P Street
Sacramento, CA 95814

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

Dear Ms. Lopez:

This letter is to obtain clarification on former correspondence from your office regarding Emergency Shelter Care (ESC) services, and to obtain approval to utilize the Request for Statement of Qualification (RFSQ) by the County of Los Angeles Department of Children and Family Services (DCFS), for our Group Home (GH) and Wraparound services contracts.

ESC Services

On behalf of our County Counsel, we are requesting clarification on your letter dated August 15, 2003 where your agency granted approval for DCFS to utilize the RFSQ. Our letter dated August 13, 2003 requested this approval for ESC services, as well as the approval of a three-year term for any contracts resulting from the RFSQ.

Our office is under the impression that the approval is for a three-year term based on the letters between your office and ours regarding the RFSQ process dated June 20, 2003 (Attachment A), and July 24, 2003 (Attachment B). Since your letter dated August 15, 2003 did not specifically approve the three-year term of resulting contracts as originally requested, we are asking for clarification at this time. Attached are copies of our letter dated August 13, 2003 (Attachment C) and your letter dated August 15, 2003 (Attachment D).

Background on Current ESC Contracts

The current ESC contracts providing six (6) or fewer beds were procured by negotiation in accordance to California Department of Social Services Manual Operations (CDSS Manual OPS), Regulation 23-650.1.16. The ESC contracts were approved by the County Board of Supervisors (Board) on October 14, 2002, and were extended by the Board (with State approval) for a maximum of six months until March 31, 2004. As of today's date, the ESC contracts total \$302,460 for the period of October 2002 through March 31, 2004. Presently there are 32 providers.

Pursuant to CDSS Manual OPS, Regulation 23-650.1.17, if the county develops other innovative methods of selection, such methods shall require prior approval by CDSS. Therefore, on August 13, 2003, our office sent your office a letter requesting the use of a RFSQ for a three-year period for ESC Services effective April 1, 2004, resulting in a letter from your office on August 15, 2003.

GH, and Wraparound Services

Additionally, we are requesting the approval for use of separate RFSQs for GH services, and Wraparound services, each for a three-year contract term. DCFS requests the State's approval to utilize the RFSQ for the GH contracts for a three-year contract period from May 1, 2004 through April 30, 2007, and also allow DCFS to utilize the RFSQ for the Wraparound contracts for a three-year contract period from August 1, 2004 through July 31, 2007.

Although State Regulations (CDSS Manual OPS, Regulation 23-650.1.12) allow counties to contract through Procurement by Negotiation when the rate for services are set by the State, DCFS would like the option to utilize the RFSQ to secure contracts for such services. The RFSQ is designed for situations where there is no price competition and is used on a pass/fail basis for selecting qualified providers. In our opinion, the RFSQ is more efficient than the RFP, Invitation for Bid, and Procurement by Negotiation processes for many of our service contracts.

Background on Current GH Services Contracts

The current GH contracts were procured by negotiation. Since GH rates are established by the state, DCFS would like to utilize the RFSQ for a three-year contract period to qualify State approved GHs that also meet the standards set by the County of Los Angeles (County) to enter into Master Agreements.

Currently there are over 150 agencies contracted to provide GH services in the County. The RFSQ process would provide an opportunity for new providers that qualify to enter into Master Agreements with the County every six months instead of every three years, during the open review period of Statements of Qualifications. The RFSQ process would allow competition of all providers, and assist in securing sufficient services for those placed under DCFS care.

Background on Current Wraparound Services

The current Wraparound agreements were the result of a competitive Request for Proposals (RFP). These contracts were not procured by negotiation since contracts resulting from procurement by negotiation have a one-year term. There are currently 13 agencies providing Wraparound services. Currently, each contract is funded monthly at approximately \$150,000 based on 25 children per agency at the current Residential Care Licensing Level (RCL) 13 rate.

Ms. Eva Lopez
February 2, 2004
Page 3

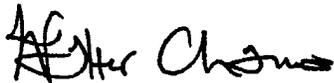
Attachment B

In lieu of procurement by negotiation, and a RFP, the RFSQ process would permit additional agencies to provide services during the three-year contract term for GH, and Wraparound services.

Thank you for consideration of this matter. I look forward to hearing from you.

Should you have any questions, or require additional information, please feel free to contact me at (213) 351-5685, or you may contact either Rita Murgas-Lee at (213) 351-5513 or Ron Rios at (213) 351-5676.

Sincerely,

A handwritten signature in black ink, appearing to read "Walter Chan". The signature is stylized and written in a cursive-like font.

Walter Chan, Manager
Contracts Administration

WC:rml
A:\ESC_GH_Wraparound.doc

Attachments (4)

ATTACHMENT C

**APPROVAL LETTER TO UTILIZE RFSQ PROCESS TO
SOLICIT FOR GROUP HOME FOSTER CARE SERVICES FOR
A THREE YEAR TERM**

DEPARTMENT OF SOCIAL SERVICES

744 P Street, Sacramento, CA 95814



February 24, 2004

Attachment C

Walter Chan, Contracts Administrator
County of Los Angeles
Department of Children and Family Services
Contracts Administration
425 Shatto Place, Room 205
Los Angeles, CA 90020

Attn: Ron Rios, Assistant Manager

Dear Mr. Chan:

**SUBJECT: REQUEST FOR APPROVALS OF RFSQ PROCUREMENT AND
THREE-YEAR TERMS**

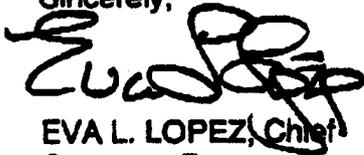
Your letter of February 2, 2004 requests the approval of this Department for certain terms of three procurements, as further described below. Our response to your requests is based upon the information provided in your letters of August 13, 2003 and February 2, 2004, as supplemented by Mr. Ron Rios of your office on February 17, 2004.

1. You requested approval of three-year contract terms for Emergency Shelter Care (ESC) contracts, effective April 1, 2004. Your letter of August 13, 2003 referred to three-year contract terms but we did not interpret the reference as a request for approval at that time. We apologize for the delay caused by this misunderstanding. Your request for three-year contract terms for ESC contracts is approved.
2. You requested approval for three-year contract terms for Group Home (GH) services effective May 1, 2003 and three-year contract terms for Wraparound services contracts effective August 1, 2004. Your request for three-year contract terms is approved.
3. You requested approval to use the Request for Statement of Qualification (RFSQ) procurement method for the GH services and Wraparound services contracts. Your request to use the RFSQ procurement method in these procurements is approved.

Mr. Walter Chan
Page Two

Please contact me at (916) 657-1889 if you have any questions about this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Eva Lopez', written over a printed name.

EVA L. LOPEZ, Chief
Contracts Bureau

ATTACHMENT D

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

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

(CONTRACTOR)

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

AND

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

November 1, 2004

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EXHIBITS

Exhibit A	Statement of Work
Exhibit A-I	Foster Youth Bill of Rights
Exhibit A-II	Legal Rights of Teens in Out-of-Home Care
Exhibit A-III	Group Home (GH) Program Statement Instructions
Exhibit A-IV	Personal Rights – Children's Residential Facilities
Exhibit A-V	Probation Case Plan Form (PROB 1385) and Foster Child's Needs and Case Plan Summary (DCFS 709)
Exhibit A-VI	Clothing Standard
Exhibit A-VII	Agency Placement Agreement

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

This Group Home Foster Care Master Agreement, hereinafter referred to as "Agreement," is made and entered into this ____ day of _____ 200__, by and between

County of Los Angeles
hereinafter referred to as
"COUNTY"

and

Contractor

hereinafter referred to as
"CONTRACTOR"

W I T N E S S E T H

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

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

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

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

WHEREAS, COUNTY finds CONTRACTOR's program to be 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;

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

1.0 APPLICABLE DOCUMENTS

- 1.1 This Agreement, and the Exhibits hereto, constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.
- 1.2 Exhibits A through A-XIV, B, C-1, C-2, C-3, C-4, C-5, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, and Y set forth below, are attached to and incorporated by reference in this Agreement.
- 1.3 In the event of any conflict in the definition or interpretation of any word, responsibility, Service, schedule, or contents of a deliverable product between this Agreement and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to this Agreement, and then to the Exhibits according to the following priority:

Exhibit A	Statement of Work
Exhibit A-I	Foster Youth Bill of Rights
Exhibit A-II	Legal Rights of Teens in Out-of-Home Care
Exhibit A-III	Group Home (GH) Program Statement Instructions
Exhibit A-IV	Personal Rights – Children’s Residential Facilities
Exhibit A-V	Probation Case Plan Form (PROB 1385) and Foster Child's Needs and Case Plan Summary (DCFS 709)
Exhibit A-VI	Clothing Standard
Exhibit A-VII	Agency Placement Agreement
Exhibit A-VIII	Special Incident Reporting Guide for Group Homes
Exhibit A-IX	Requirements for Medical/Dental Exams for Placed Children
Exhibit A-X	Administration of Psychotropic Medicines to DCFS Supervised Children
Exhibit A-XI	Emancipation Preparation Goal Contract
Exhibit A-XII	Quality and Accountability Sub-Committee Report, Placement Task Force
Exhibit A-XIII	Group Home Foster Care Program Statement as approved by the California Department of Social Services
Exhibit A-XIVa	Medical Examination Form DCFS 561(a)
Exhibit A-XIVb	Dental Examination Form DCFS 561(b)
Exhibit A-XIVc	Psychological/Other Examination Form DCFS 561(c)
Exhibit B	Format for Brief Program Description

Exhibit C-1	Auditor-Controller Contract Accounting and Administration Handbook
Exhibit C-2	Office of Management and Budget (OMB) Circular No. A-122
Exhibit C-3	Exhibit C-3 is intentionally left blank
Exhibit C-4	Exhibit C-4 is intentionally left blank
Exhibit C-5	Line Item Budget
Exhibit D	Contractor Employee Acknowledgment and Confidentiality Agreement
Exhibit E	Semi-Annual Expenditure Report
Exhibit F	Health and Safety Code 1522
Exhibit G	DCFS 4389 (4/94) Declaration in Support of Access to Juvenile Record (WIC 827) Including Additional Confidentiality Issues and CWS Handbook Procedural Guide 0500-501.20
Exhibit H	Welfare and Institutions Code Section 16001.9 and Health and Safety Code, Section 1522.41(a-c)
Exhibit I	Welfare and Institutions Code Section 16010 and CWS Handbook Procedural Guide 0080-505.20
Exhibit J	Statement of Dangerous Behaviors
Exhibit K	Exhibit K is intentionally left blank
Exhibit L	Notice to Employees Regarding Federal Earned Income Credit (FEIC)
Exhibit M	Payment Resolution Notification
Exhibit N	DCFS Out-of-Home Care Investigations Internal Procedures
Exhibit O	Los Angeles County Code 2.203 (Jury Service Program Certification)
Exhibit P	Contractor's Certification of Compliance with Child, Spousal and Family Support Orders; and Contractor's Certification of Compliance with all Federal and State Employment Reporting Requirements
Exhibit Q	Contractor's Equal Employment Opportunity (EEO) Certification
Exhibit R	FYI 02-08 Quality of Life
Exhibit S	Safely Surrendered Baby Law Fact Sheet
Exhibit T	Overpayments
Exhibit U	Group Home Program Cost Report, SR 3
Exhibit V	Health and Safety Code, Sections 1180-1180.6
Exhibit W	Probation Quarterly Report Format
Exhibit X	Discharge Outcome and Placement Stability Report
Exhibit Y	Target Populations with Corresponding Rate Classification Levels

2.0 DEFINITIONS

- 2.1 **“Case Plan”** - A written document based on an assessment of the circumstances, which required child welfare services intervention. It is

developed by the Children's Social Worker (CSW) in partnership with the parent/guardian (whenever possible) and designed to reduce or eliminate the risk factor(s) which precipitated the referral to DCFS or Probation. It identifies a Case Plan goal (the desired outcome), objectives (the desired outcome of the successful completion of specified tasks), tasks/activities (for which a participant is accountable and the completion of which moves toward achievement of a specified Case Plan objective), the specific Services to be provided and time frames for completion of the objectives and goals. Case Plan goals include: Family Maintenance, Family Preservation, Reunification and Permanency Planning (Adoption, Legal Guardianship and Long-Term Foster Care).

- 2.2 **“Children’s Social Worker” or “CSW”** – An employee of Department of Children and Family Services (DCFS) who performs a wide range of professional casework services for children and families receiving services from DCFS.
- 2.3 **“Community”** - The area/zip code where the Placed Child and his/her family were living at the time the child was taken into custody or where the Placed Child's family is living when the child is placed.
- 2.4 **“Community Care Licensing Division” or “CCLD”** - The Division of the California Department of Social Services that licenses community care facilities including group homes. They also monitor compliance with Title 22 regulations.
- 2.5 **“Corrective Action Plan” or “CAP”** – A CAP serves as CONTRACTOR’s commitment to remedy deficiencies in response to findings uncovered in investigations, as further described in Section 16.1.
- 2.6 **“COUNTY Worker”** - For a DCFS-Placed Child, COUNTY Worker is a Children's Social Worker (CSW). For a Probation-Placed Child, COUNTY Worker is a Deputy Probation Officer (DPO).
- 2.7 **“Day(s)”** - calendar day(s) unless otherwise specified.
- 2.8 **“DCFS”** - COUNTY’s Department of Children and Family Services.
- 2.9 **“Deputy Probation Officer” or “DPO”** - An employee of the Probation Department who provides direct supervision of children on probation.
- 2.10 **“Do Not Refer Status” or “DNR Status”** – All new referrals to CONTRACTOR are suspended, as further discussed in Section 16.3, Do Not Refer Status.

- 2.11 **“Do Not Use Status” or “DNU Status”** – All new referrals to CONTRACTOR are suspended, and all Placed Children are removed from CONTRACTOR’s facility(ies), as further discussed in Section 16.4, Do Not Use Status.
- 2.12 **“Emancipation”** – Successful passage of foster youth to adulthood, including becoming a responsible and contributing member of the Community.
- 2.13 **“Emancipation Planning”** – Services designed to enable Placed Children age 14 years or older to successfully develop competencies in areas that will enhance their passage to adulthood once jurisdiction of case status has terminated.
- 2.14 **“Expended Funds” or “Expended” or “Expenditures”** – AFDC-FC funds, received through this Agreement, that are subsequently spent by CONTRACTOR for the care and Services of Placed Children. Expended funds must be reasonable and allowable in accordance with paragraph 8.3 of this Agreement.
- 2.15 **“Federal Tax Exempt Status”** – The status of organization or agency that is exempt from Federal income tax under Section 501 (c) (3) of the Internal Revenue Code.
- 2.16 **“Fiscal Year”** - COUNTY’s Fiscal Year which commences July 1 and ends the following June 30.
- 2.17 **“Foster Care Funding and Rates Bureau”** – The Division of the California Department of Social Services that establishes Aid to Families with Dependent Children-Foster Care (AFDC-FC) rates for group homes.
- 2.18 **“Foster Care Payment Hotline”** – A telephone number that CONTRACTOR may call under circumstances described in this Agreement (i.e., within 24 hours of child leaving the group home) or may call to request payment or Medi-Cal information. The Foster Care Payment Hotline Number is (800) 697-4444.
- 2.19 **“Hold Status”** – A temporary suspension of referrals of children to CONTRACTOR by placing CONTRACTOR on Hold Status for up to a 45-Day period at any time during investigations, as further defined in Section 16.2 of this Agreement.
- 2.20 **“Independent Living Program” or “ILP”** – The program authorized under 42 U.S.C. 677 of the Social Security Act for services and activities to assist/prepare Placed Children age 14 or older to make the transition from out-of-home care to independent living. Youths receiving family reunification and permanent placement services, and those in out-of-home

care are eligible. Youths receiving emergency response and family maintenance services and those in psychiatric hospitals are not eligible for the program. DCFS and Probation may also provide ILP services to former foster youths up to age 21. ILP is a major component of Emancipation Planning.

- 2.21 **Needs and Services Plan** - 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.
- 2.22 **“Placed Child” or “Placed Children”** - Any child or children placed by COUNTY receiving Services from CONTRACTOR pursuant to this Agreement.
- 2.23 **“Pool Rate”** – Rate of interest to be charged as determined by COUNTY’s Auditor-Controller.
- 2.24 **“Program Directors”** - The Director of the Department of Children and Family Services (DCFS) and the Chief Probation Officer of the Probation Department.
- 2.25 **“Program Managers”** - COUNTY representatives responsible for administering this Agreement, consulting on policy, providing technical assistance and overall coordination and implementation of this Agreement between CONTRACTOR and COUNTY. The Program Manager for DCFS shall be:

Name: Ed Sosa, Division Chief
Position: Resource Contract Management
Phone: (626) 569-6801
Fax: (626) 572-2375
Email: SOSAED@dcs.co.la.ca.us

The Program Manager for Probation shall be:

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

- 2.26 **“Program Statement”** – A comprehensive description of the group home’s program in effect during the term of this Agreement, written in

accordance with the CCLD Group Home Program Statement Instructions (Exhibit A-III).

- 2.27 **“Rate Classification Level” or “RCL”** - The basis for monthly payment to CONTRACTOR, established by the State of California. The RCL is calculated on the basis of the number of staff hours and the educational level of staff employed who have direct contact with children.
- 2.28 **“Service(s)”**- CONTRACTOR’s obligations under the Agreement, including but not limited to the basic needs CONTRACTOR agrees to meet for each Placed Child as outlined in this Agreement, the Statement of Work, the California Department of Social Services Regulations, and CONTRACTOR's Program Statement.
- 2.29 **“Subcontract”** - A contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.
- 2.30 **“Subcontractor”** - An organization or individual that enters into an agreement with CONTRACTOR to provide specific program Services. Such individuals are not considered employees of CONTRACTOR or COUNTY. In foster care, a Subcontractor usually provides hourly or fixed fee Services based on the number of Placed Children in the program.
- 2.31 **“Title 22”** – The California Code of Regulations for community care facilities including group homes.

3.0 TERM AND TERMINATION

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

The term of this Agreement shall continue through October 31, 2005, unless extended pursuant to Section 3.2 below.

- 3.2 The term of this Agreement may be extended beyond the stated expiration date, for up to two (2) additional one-year periods, by the Program Directors, by written notice to CONTRACTOR prior to the expiration of the then current term. The term of this Agreement may also be extended by

the Program Directors for a period not to exceed six (6) months beyond the then current expiration date, if such additional time is necessary to complete the negotiation or solicitation of a new contract. DCFS and Probation shall obtain County Counsel and Chief Administrative Office approval prior to extending the expiration dates. During such extended periods, CONTRACTOR shall continue to comply with its obligations under the Agreement and provide Services in the form and at the levels as described in the Agreement.

- 3.3 This Agreement may be terminated, prior to the expiration of the then current contract term, as set forth in this Agreement.

4.0 COUNTY'S RESPONSIBILITY

CONTRACTOR's covenants and responsibilities under the Agreement shall not be conditional upon COUNTY's performance of the covenants contained in this Section 4.0 except to the extent that CONTRACTOR's ability to perform is dependent on COUNTY's performance. COUNTY's contractual covenants and agreements as set forth herein do not create mandatory duties for COUNTY, nor do they preclude enforcement of this contract by CONTRACTOR pursuant to Government Code Section 814.

- 4.1 COUNTY shall provide the CCLD LIC 9106, Group Home Program Statement Instructions (Exhibit A-III), to CONTRACTOR.
- 4.2 COUNTY shall have the right to monitor/audit CONTRACTOR for compliance with this Agreement, Statement of Work, and all applicable laws and regulations pertaining to group homes.
- 4.3 CONTRACTOR shall be given reasonable access to appropriate COUNTY personnel. CONTRACTOR shall be given pertinent documentation and information, relevant to providing foster care Services, in accordance with COUNTY DCFS/Probation policy and court policy for confidentiality. CONTRACTOR shall hold all such information in confidence pursuant to the provisions of Section 12.0 of this Agreement.
- 4.4 COUNTY shall provide CONTRACTOR with all available information about the Placed Child that may be released in accordance with applicable laws and regulations concerning confidentiality and the release of DCFS or Probation case records to service providers. This information may include court orders and court reports, medical and mental health information, and educational and placement history information. COUNTY Worker will assist CONTRACTOR in obtaining all the necessary information. The information needed to assess the needs of the Placed Child shall include, but is not limited to: (1) the items identified in Title 22, Division 6, Chapter 1, Section 80070(b) and Chapter 5, Section

84070(b)(1)-(11); and (2) a description of dangerous propensities of the Placed Child as outlined in the California Department of Social Services, Manual of Policies and Procedures, Division 31, Section 31-310.16. COUNTY shall report to CONTRACTOR any additional information related to dangerous propensities learned subsequent to placement, in accordance with Exhibit J, Statement of Dangerous Behaviors.

- 4.5 COUNTY shall arrange for a child to visit a potential placement prior to placement whenever possible. If CONTRACTOR, the child's COUNTY Worker, and the child agree, the child may be placed at the time of the pre-placement visit.
- 4.6 COUNTY Worker shall acknowledge that an orientation discussion with the Placed Child and COUNTY Worker was completed by signing the LIC 613B (Exhibit A-IV.) This orientation includes the items designated in SOW, Part C, Section 3.1.2.
- 4.7 COUNTY Workers shall provide CONTRACTOR, at the time of placement or within 24 hours, with a placement packet, including valid proof of Medi-Cal coverage and a signed DCFS 4158, Authorization for Medical Care for a Child Placed by Order of the Juvenile Court. If a child is placed during regular business hours without these items, CONTRACTOR shall immediately notify the Foster Care Payment Hotline at (800) 697-4444. If a child is placed after regular business hours, CONTRACTOR shall call the Foster Care Payment Hotline the following business day with the Placed Child's name and date of placement so that a placement packet may be obtained because COUNTY cannot fund the placement until the placement packet is issued.
- 4.8 COUNTY shall be responsible for obtaining clothing available to the Placed Child within two days of placement and shall issue supplemental funds in accordance with COUNTY regulations and limitations to meet the Placed Child's needs based on the Clothing Standard (Exhibit A-VI).
- 4.9 COUNTY Workers shall work cooperatively with CONTRACTOR to provide input to and approval of the Needs and Services Plans and updates in accordance with SOW, Part C, Sections 2.4, 2.4.2, and 2.4.3.
- 4.10 COUNTY Workers shall include written reports from CONTRACTOR in the next court report.
- 4.11 COUNTY Workers shall provide CONTRACTOR with a copy of each court report to the extent permitted by confidentiality laws.

- 4.12 COUNTY will monitor for COUNTY's compliance with State laws, regulations and policies applicable to the visitation of children in placement.
- 4.13 COUNTY Workers shall seek parental or Juvenile Court consent, as needed and as permitted by law, for the Placed Child's medical and dental care, mental health treatment, and participation in recreational and school activities.
- 4.14 COUNTY Workers shall provide CONTRACTOR with a copy of the court authorization for psychotropic medication, when applicable, within one day of initial placement. COUNTY Worker shall also provide CONTRACTOR with copies of all court re-authorizations for psychotropic medication, when applicable, prior to the expiration of the existing court authorization for psychotropic medication.

5.0 PAYMENT RATE

- 5.1 COUNTY and CONTRACTOR agree that payments referenced in this Agreement are based on rates established by California CDSS Foster Care Funding and Rates Bureau. During the term of this Agreement, COUNTY shall compensate CONTRACTOR for the Services set forth in this Agreement and in the Statement of Work (Exhibit A), for each Placed Child, at the group home's RCL rate, as further described in Section 7.0, Payments and Vouchers.
- 5.2 CONTRACTOR shall submit to COUNTY a current budget (within 15 days of request by COUNTY) for the work to be performed under this Agreement (Exhibit C-5). The line items shall provide sufficient detail to determine the Services to be delivered. Projected expenses in CONTRACTOR's budget shall be periodically adjusted based on actual population and associated revenues. CONTRACTOR represents and warrants that the budget is true and correct in all respects, based upon information and belief available to CONTRACTOR at the time, and Services shall be delivered hereunder in accordance with the budget. If there is a shift in any line item budget category which exceeds fifteen percent (15%) of the amount budgeted for that category, CONTRACTOR shall notify COUNTY of such change. COUNTY reserves the right to reject any budget changes submitted by CONTRACTOR.

6.0 DESCRIPTION OF SERVICES

- 6.1 CONTRACTOR covenants and agrees to provide all Services as described in this Agreement and set forth in the Statement of Work (Exhibit A) of this Agreement. CONTRACTOR shall provide such Services to each Placed Child in accordance with CONTRACTOR's

Program Statement. CONTRACTOR warrants that it possesses the competence, expertise and personnel necessary to provide such Services.

- 6.2 CONTRACTOR has submitted a Program Statement(s) to CCLD in accordance with the Program Statement Instructions of CCLD included in Exhibit A-III.
- 6.3 COUNTY may, during the term of this Agreement, request that CONTRACTOR make revisions to its Program Statement by notifying CONTRACTOR in writing thirty (30) Days in advance of any proposed changes. Also, CONTRACTOR shall submit a revised Program Statement to COUNTY at any time during the term of this Agreement when CONTRACTOR makes changes to its program. COUNTY shall review such Program Statement revisions for approval in accordance with Section 21.0, Changes and Amendments.
- 6.4 CONTRACTOR shall provide a brief description of the Group Home program and send it to:

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

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

CONTRACTOR shall provide the following program information **per the format in Exhibit B**: (1) name of the *Group Home Organization*; office address; telephone number; fax number, if applicable; e-mail address, if applicable; RCL level and rate or Regional Center service level and vendored rate; and the Los Angeles County vendor number; (2) *for each site* the city (but no street address), zip code, license number, and licensed capacity, including sex and age range; (3) target population(s) including languages served, type(s) of children served [Severely or Seriously Emotionally Disturbed, severe behavioral problems, and/or Developmentally Disabled], and any special target populations served such as children who use alcohol or drugs; are assaultive; destroy property; are encopretic or enuretic; hearing impaired; gay, lesbian, bisexual, transgender or questioning; gang affiliated; learning disabled; are mothers with babies; non-ambulatory; physically handicapped;

pregnant; self-destructive; sexually acting out; sexually predatory; have special health care needs; are suicidal; and/or are vision impaired; (4) whether CONTRACTOR accepts children receiving psychotropic medications; (5) emergency care provided, if applicable, as described in the Statement of Work, Part B, Section 4.0; (6) on-grounds school, if applicable; (7) availability of off-grounds non-public schools; (8) the ratio of awake child care and supervision staff (including the facility manager) to Placed Children for each shift including weekends; (9) the number of individual and group therapy sessions provided to Placed Children per week by the facility's social worker, psychologist, and psychiatrist; (10) the number of sessions provided to natural parents per month by the facility's social worker, psychologist, and psychiatrist; (11) community resources used; and (12) any other outstanding program feature(s).

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

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

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

7.0 PAYMENTS AND VOUCHERS

- 7.1 CONTRACTOR shall maintain a Foster Care Funding and Rates Bureau (FCFRB) group home rate(s), or, for a CONTRACTOR vendored by a Regional Center, authorization for payment of the Regional Center rate with AFDC-FC funds throughout the term of the Agreement. COUNTY shall pay CONTRACTOR for each Placed Child the monthly group home rate(s) established by the California Department of Social Services, Foster Care Funding and Rates Bureau.
- 7.2 CONTRACTOR shall complete and submit vouchers in arrears, for Services rendered in the previous month. All vouchers shall be received within five (5) Days of the last Day of the previous month. Vouchers for DCFS shall be sent to:

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

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

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

- 7.3 Placements lasting less than a full month shall be prorated. Payment shall commence the Day the child is placed with CONTRACTOR and terminate the Day before the Placed Child is removed. When CONTRACTOR agrees to hold a bed open for a Placed Child, CONTRACTOR shall document COUNTY Worker's agreement to pay for the open bed in the Placed Child's record and shall request a written faxed confirmation from COUNTY Worker. DCFS will not pay for an open bed for a period in excess of seven (7) Days. Probation will not pay for an open bed for a period in excess of three (3) Days.

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 15th of the month following the month Services were provided, except retroactive, partial, and supplemental payments to CONTRACTOR, which shall be paid through the supplemental payment system. Questions regarding payment should be directed to the Foster Care Payment Hotline at (800) 697-4444.
- 7.5 CONTRACTOR shall notify COUNTY, within thirty (30) Days of the receipt of any payment that is incorrect. Notification must be made by completing the Payment Resolution Notification Form (COV 71) (Exhibit M) and faxing it to (626) 915-1260. Interest charges may be assessed from the 30th Day following identification and written confirmation by COUNTY of the incorrect payment, at a rate equal to COUNTY's current Pool Rate, as determined by COUNTY's Auditor-Controller, per Day on the delinquent amount due. Interest charges shall be paid by CONTRACTOR upon demand.

COUNTY will resolve payment discrepancies within thirty (30) Days of receipt of the Payment Resolution Notification Form. COUNTY will provide CONTRACTOR with written notice of payment resolutions. CONTRACTOR will be required to repay any excess funds. COUNTY

shall make every effort to pay CONTRACTOR any underpayment within thirty (30) Days of written notice of payment resolution to CONTRACTOR.

- 7.6 In addition to the requirements in Exhibit A, Statement of Work, Part C, Section 1.3, Prior Authorization Required for Movement of a Placed Child within CONTRACTOR's Program, CONTRACTOR shall notify the DCFS Foster Care Payment Hotline at (800) 697-4444 for DCFS children or the Probation Central Placement Unit at (323) 226-8600 for Probation children within 24 hours whenever a Placed Child is moved from one site/home to another or a child leaves CONTRACTOR's program.
- 7.7 In the event that COUNTY identifies an excess payment made to CONTRACTOR during the term or within five (5) years after expiration of this Agreement or Agreement extension, COUNTY will notify CONTRACTOR of such in writing. Upon receipt of such notice, CONTRACTOR and COUNTY shall attempt to resolve the discrepancy within thirty (30) Days. Within thirty (30) Days after the date of receipt of such notice, CONTRACTOR shall return the excess payment to COUNTY, execute an agreement to pay within another mutually agreed upon time frame, or register a notice of dispute with accompanying documentation to:

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

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

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

- 7.9 If CONTRACTOR disagrees with COUNTY action, the Division Chief, Revenue Enhancement, will provide a written response to such disagreement within thirty (30) Days of the date of receipt of the written notice of disagreement. If CONTRACTOR wishes to appeal Division Chief's decision, CONTRACTOR may appeal in writing to the Program Directors no later than thirty (30) Days from date of receipt of the DCFS Division Chief's decision. Program Directors will render a final decision in writing to CONTRACTOR within thirty (30) Days of the date of receipt of CONTRACTOR's appeal.
- 7.10 CONTRACTOR may appeal the final decision pursuant to the Dispute Resolution Procedures in Section 57.0.
- 7.11 For overpayments, CONTRACTOR shall submit payment of any amounts due to COUNTY within thirty (30) Days after the Division Chief's decision, unless CONTRACTOR appeals the decision pursuant to this section, in which case collection efforts shall be suspended until such time as there is a final resolution of the appeal.
- 7.12 Upon final determination of the amount owed, if the issue concerns an overpayment, interest charges may be assessed by COUNTY pursuant to a court judgment, commencing on the date of such a court judgment, at a rate equal to COUNTY's current Pool Rate, as determined by COUNTY's Auditor-Controller. If the issue is an underpayment, interest charges may be assessed by CONTRACTOR pursuant to a court judgment, commencing on the date of such a court judgment, at the same COUNTY Pool Rate.
- 7.13 Provided that COUNTY shall remove all Placed Children on or prior to the expiration or other termination of this Agreement, CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any Service provided by CONTRACTOR after the expiration or other termination of this Agreement. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for Services rendered after expiration/termination of this Agreement shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Agreement. Notwithstanding the foregoing, if COUNTY does not remove a Placed Child from a group home following termination of this Agreement, COUNTY will pay based upon the group home's RCL rate.
- 7.14 CONTRACTOR agrees that when a sustained overpayment, as described in WIC 11466 et seq. is identified, CONTRACTOR shall repay to the State

the amount of the overpayment including interest in accordance with WIC 11466 et seq.

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

8.0 USE OF FUNDS

- 8.1 CONTRACTOR shall be organized and operated as a Federal Tax Exempt (if applicable) non-profit corporation throughout the term of this Agreement and conduct itself in accordance with all accounting and operating requirements of such status.
- 8.2 CONTRACTOR shall use AFDC-FC funds paid to and Expended by CONTRACTOR for the care and Services of Placed Children, in order to maintain the standards of care and Services consistent with the Statement of Work and the AFDC-FC payments received. CONTRACTOR shall Expend foster care funds on reasonable and allowable Expenditures in providing the necessary care and Services, as specified in this Agreement, for children placed by COUNTY.
- 8.3 The determination of reasonable and allowable Expenditures shall be in accordance with all federal, state, and local laws, regulations, policies and procedures including but not limited to the California Department of Social Services' Manual of Policy and Procedures (i.e., Sections 11-404, 45 CFR 74.27, and OMB Circular A-122). Any AFDC-FC funds not Expended in accordance with the above will be disallowed on audit, and will require repayment by CONTRACTOR. Any dispute regarding repayment of funds is subject to the provisions outlined in Section 57.0, Dispute Resolution Procedure.
- 8.4 All uses of AFDC-FC funds paid to and Expended by CONTRACTOR and other financial transactions related to CONTRACTOR's provision of Services under this Agreement are subject to review and/or audit by DCFS, Probation, COUNTY's Auditor-Controller or its designee, as set forth in Exhibits C-1 and C-2. In the event this Agreement is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR's liability for such audit exceptions, as determined by DCFS or Probation, upon demand by COUNTY. Upon notice by CONTRACTOR, COUNTY will, upon verification by COUNTY, reduce the audit disallowance claimed by COUNTY by the amount subject to repayment to the state for duplicated disallowed Expenditures during the time period covered by COUNTY's audit.

- 8.5 Notwithstanding any other provision of this Agreement, CONTRACTOR and COUNTY agree that it is the intent of the parties to allow COUNTY the right to audit any and all use of AFDC-FC funds, paid to and Expended by CONTRACTOR, in order to ensure that all Expended and unspent funds are accounted for and that unspent funds are held for the future benefit of Placed Children, and to determine the appropriate disposition of unallowable Expenditures.
- 8.6 Any un-Expended AFDC-FC funds at the end of any given CONTRACTOR fiscal year that is equal to or less than one-sixth of CONTRACTOR's Administrative Budget for its next fiscal year may be retained by CONTRACTOR for future use for the benefit of Placed Children for reasonable and allowable costs. CONTRACTOR's Administrative Budget is defined as the AFDC-FC portion of funds received pursuant to this Agreement for the items listed in the SR 3, Group Home Program Cost Report, line items 9a through 9f. In the event that CONTRACTOR desires to accumulate funds in excess of one-sixth of its Budget (i.e., funds received pursuant to this Agreement during CONTRACTOR's fiscal year), it must develop a plan regarding how to utilize those un-Expended funds and submit to COUNTY for review and approval within 60 Days of the fiscal year end.

9.0 FINANCIAL REPORTING

- 9.1 CONTRACTOR shall report semi-annual revenues and expenditures on the Expenditure Report (Exhibit E). This report will require sign-off, under penalty of perjury, by CONTRACTOR's Executive Director or CONTRACTOR's Administrator, as defined in Title 22, Division 6, Chapter 5, Section 84064.
- 9.2 The semi-annual expenditure report (Exhibit E), along with the Group Home Cost Report (Exhibit U), shall be mailed no later than September 1 for the semi-annual report for the period ended June 30 and March 1 for the semi-annual report for the period ended December 31.
- 9.3 If the Agreement starts on a date other than July 1 or January 1, then the initial report shall be for a period less than six (6) months and the final report will also be for a period less than six (6) months.
- 9.4 In the event that the expenditure report is not filed timely, COUNTY may take action, pursuant to policies and procedures outlined in Section 16.0. In the event the DNR and/or DNU Status is used, COUNTY shall notify CONTRACTOR in writing seven (7) Days prior to such status being used.
- 9.5 The semi-annual expenditure report for group homes that serve DCFS children shall be mailed to:

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

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

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

10.0 PROGRAM REPORTING REQUIREMENTS

- 10.1 CONTRACTOR shall report all suspected child abuse allegations and incidents immediately upon discovery for all children to: (1) CCLD; (2) COUNTY's Child Protection Hotline (CPHL); (3) for DCFS children, to the DCFS Contract Program Manager; and (4) for Probation children, to the Regional and Central Placement Unit, as more fully described in Section 54.1.
- 10.2 CONTRACTOR shall make and document reasonable efforts to provide a monthly telephonic update report to COUNTY Worker. In addition to complying with the provisions addressing the Needs and Services Plan in the Statement of Work, Part C, Section 2.4, CONTRACTOR shall develop a comprehensive, individualized Needs and Services Plan that (1) contains both long-term and short-term goals that treat the identified needs of the Placed Child; (2) is specific, measurable, attainable, and time-limited; and (3) meets the requirements specified in Title 22, Division 6, Chapter 5, Sections 84070, 84070.1, 84068.2, 84068.3, and 84069.2.
- 10.3 CONTRACTOR shall prepare and submit a Special Incident Report for each Placed Child in accordance with the guidelines and time frames in Exhibit A-VIII, Special Incident Reporting Guide for Group Homes.
- For DCFS children, CONTRACTOR shall report via the DCFS Internet site (I-Track System) at: <https://itrack.co.la.ca.us/homelogin.aspx> .
 - For Probation children, CONTRACTOR shall report by telephone, fax, and the I-Track System to the Central Placement Unit.
- 10.4 CONTRACTOR shall prepare and submit a signed, comprehensive, individualized Quarterly Report to each Placed Child's COUNTY Worker, by the 10th business day following the end of each quarter from the date

the child was placed. The CONTRACTOR shall use for Probation Placed Children the Probation Quarterly Report Format in Exhibit W. Unless DCFS changes the format per Section 21.0, Changes and Amendments, the Quarterly Report for DCFS Placed Children shall provide the following, which includes the items identified on the Agency Placement Agreement, SOC 154 (12/93) (Exhibit A-VII) [additional COUNTY requirements in brackets]:

- 10.4.1 Current status of the Placed Child's physical, social, educational, and psychological health needs, and Services provided to meet the Placed Child's physical, social, and psychological health [Include the date of each medical/dental appointment, medical problem, recommended treatment, follow-up, and medication the Placed Child received during the quarter. Include health and safety related Services provided to the Placed Child, specifying the dates of Service(s) for each occurrence.];
- 10.4.2 Reassessment of Placed Child's adjustment to the group home, program, peers, and staff;
- 10.4.3 Reassessment of Placed Child's adjustment to school [Include: (1) a copy the Individualized Education Plan (IEP), when applicable; (2) a copy of the report card(s); (3) school attendance information/records; (4) academic and extra-curricular achievements; (5) academic credits; (6) strengths of the Placed Child (7) participation in school-related activities by Placed Child and Group Home staff; (8) school behavior problems, school discipline and school suspensions; (9) other issues of concern related to school matters; (10) school officials' concerns about the Placed Child's health, academic abilities and social skills; and (11) the type of school in which the Placed Child is enrolled (i.e., public, private, non-public, on-grounds, community-based, etc.) and educational program provided.];
- 10.4.4 Short-term objectives and long-range goals met and progress toward reaching unmet goals including tasks that have been performed to reach these objectives and goals [Include the status of the permanency plan and, when applicable, the Transitional Independent Living Plan (TILP) including homemaking skills, status of vocational training and/or job experience, artistic abilities, etc. Include the most recent copy of the updated Emancipation Preparation Contract for each Placed Child age 14 years and older.];
- 10.4.5 Reassessment of unmet needs and efforts made to meet these needs;

- 10.4.6 Modification of treatment plan, tasks to be performed and the likelihood of family reunification;
- 10.4.7 Involvement of Placed Child and his/her parent in treatment program [Include dates and type of contact with COUNTY Worker during the quarter, including telephone calls]; and
- 10.4.8 Consistent with Welfare and Institutions Code, Section 366.1(g), whether a Placed Child, who is ten (10) years of age or older, has relationships with individuals other than the Placed Child's siblings that are important to the Placed Child, consistent with the Placed Child's best interests, and actions which CONTRACTOR believes may be taken to maintain those relationships. As to any Placed Child who is younger than ten (10) years of age, CONTRACTOR shall provide the above information, as appropriate, to COUNTY Worker.
- 10.5 CONTRACTOR shall prepare and submit a Termination Report to a Placed Child's COUNTY Worker within 30 Days from the date the child's placement was terminated. The Termination Report shall include, but not be limited to, a closing summary of CONTRACTOR's records relating to the Placed Child.
- 10.6 CONTRACTOR shall prepare and submit a report in each instance enumerated in Section 18.4, Notification of Incidents, Claims or Suits.
- 10.7 COUNTY shall maintain the confidentiality of all data collected in monthly and quarterly reports to the extent they are not subject to disclosure under the Public Records Act or other laws or regulations.
- 10.8 CONTRACTOR hereby agrees to participate in the collection and reporting of outcome data related to child safety, well-being, and permanency. CONTRACTOR shall submit a quarterly report using the format in Exhibit X to the Program Managers. The reporting requirement in this Section 10.8 shall be separate and apart from the reporting requirements described in Sections 10.1 and 54.1
- 10.9 CONTRACTOR shall: (1) maintain copies of the Board of Directors' minutes in a readily accessible location; (2) provide COUNTY with copies of Board of Directors' minutes within 24 hours of request by COUNTY, except when the minutes requested describe a meeting that occurred during the past 45 days; (3) for minutes from a meeting that occurred within 45 days of COUNTY's request, provide the COUNTY with a copy of those minutes within 3 days of the request; and (4) report in writing all changes of membership, and officers of the Board of Directors, to the

Program Manager(s) within one week of such changes (whether or not COUNTY requests information on such changes).

11.0 RECORDS AND INVESTIGATIONS

- 11.1 CONTRACTOR shall maintain and retain records on each Placed Child as required by California Code of Regulations, Title 22, Division 6, Chapter 1, Section 80070, and Chapter 5, Sections 84070 and 84070.1; this Agreement, and Section 11.0. Such records shall include, but not be limited to, placement and termination documents, medical and dental records, a record of court orders allowing psychotropic medication, Placed Children's financial records (clothing, allowances, earnings, medical expenses, etc.), diagnostic evaluations and studies, Placed Child interviews, special incident reports, social worker progress notes (including treatment, school, extracurricular activities at school or in the Community, etc.), and notes on Services provided by the various professional and paraprofessional staff (treatment, recreation, child care, etc.). The records shall be in sufficient detail to permit an evaluation of Services provided. The information in the Placed Child's record, maintained at CONTRACTOR's offices, shall be confidential, kept in a locked file, and made available only to selected staff who require it for needs and Services planning.
- 11.2 CONTRACTOR shall maintain accurate and complete financial records of all its activities and operations relating to this Agreement in accordance with generally accepted accounting principles and which meet the requirements for contract accounting described in Auditor-Controller Contract Accounting and Administration Handbook (Exhibit C). CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.
- 11.3 CONTRACTOR shall maintain and retain records on each employee and volunteer as required by California Code of Regulations, Title 22, Division 6, Chapter 1, Section 80066 and Chapter 5, Sections 84066 and 84066.1. Such records shall include, but not be limited to, fingerprint clearances, Child Abuse Index clearances, and CONTRACTOR's admission agreements for each Placed Child.
- 11.4 All records described in Sections 11.1 through 11.3 hereof, supporting documents, statistical records, and all other records pertinent to performance of this Agreement, including, but not limited to, all timecards and other employment records and confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County or contiguous county and shall be made available to COUNTY, State or Federal authorities, as provided by applicable law, during the term of this Agreement and either for a period of five (5) years after the expiration of

the term of this Agreement or for a period of three (3) years from the date of the submission of the final expenditure report, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review, or audit is started, the records shall be retained until all litigation, claims, financial management reviews, or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County or contiguous county, then, at COUNTY's sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section. CONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services' Manual, Section 23-353.

- 11.5 COUNTY retains the right to inspect and conduct investigations of CONTRACTOR's program operations and contract compliance without prior notice to CONTRACTOR, seven Days a week, 24 hours a day. Unannounced audits and investigations may occur without prior notice when COUNTY, in its sole discretion, deems it necessary. CONTRACTOR will be given reasonable prior notice of routine audits and inspections. CONTRACTOR agrees that COUNTY, or its authorized representatives, the State of California, or its authorized representatives, or the Federal Government, or its authorized representatives, including, but not limited to, the U. S. Comptroller General, shall have access to and the right to inspect, examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement.
- 11.6 Such program reviews, investigations, and/or audits (e.g., special reviews) shall encompass all of CONTRACTOR's financial, program, Subcontractor, and Placed Children's records related to Services provided under this Agreement, and any other financial transactions, as determined necessary by COUNTY to ensure that AFDC-FC funds have been accounted for and Expended in accordance with Section 8.0, Use of Funds. Methods of inspection may include, but are not limited to, the interview of CONTRACTOR's staff, insurance agents, banks, personnel, vendors and Subcontractor(s) and inspection of accounting ledgers, journals, canceled checks, timecards, personnel records, Subcontracts, space and equipment leases and other relevant books, records, worksheets and logs as appropriate for ensuring CONTRACTOR accountability of expenditures and program performance under this Agreement. CONTRACTOR's employee records may be reviewed in accordance with State and federal labor laws. CONTRACTOR shall enlist the cooperation of all Subcontractors, staff, and Board members in such efforts.

- 11.7 Upon request, CONTRACTOR shall provide COUNTY with photocopies of records and documents, including Placed Children records, and personnel records, unless prohibited by federal, state, or local laws. CONTRACTOR shall be responsible for the cost of providing photocopies to COUNTY.
- 11.8 CONTRACTOR shall be responsible for annual or triennial financial audits, as applicable, of its agency and shall require Subcontractors to be responsible for its annual or triennial financial audits, as applicable, when required by COUNTY and/or the California Department of Social Services (CDSS), to be conducted by an independent audit firm and in accordance with generally accepted auditing standards. Within thirty (30) calendar Days after issuance of the audit reports, CONTRACTOR shall forward copies of such reports to: DCFS, Bureau of Finance, at 425 Shatto Place, Los Angeles, CA 90020, Attention: Financial Specialist, and to Probation at the Central Placement Office, 1605 Eastlake Avenue, Room 509B, Los Angeles, California 90033.
- 11.9 In the event that an audit is conducted of CONTRACTOR specifically regarding this Agreement by any Federal or State Auditor, or by any auditor employed by CONTRACTOR or otherwise, then CONTRACTOR shall file a copy of such audit report with COUNTY's Auditor-Controller within thirty (30) Days of CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 11.10 Failure on the part of CONTRACTOR to comply with the provisions of this Section shall constitute a material breach of this Agreement upon which COUNTY may take all appropriate action including but not limited to, implementation of Hold Status, DNR Status, and/or DNU Status, as set forth in Section 16.0, Corrective Action, Temporary Suspension of Referrals and Removal of Placed Children. If CONTRACTOR disagrees that there has been a material breach, CONTRACTOR may exercise any and all of its legal rights consistent with Section 57.0 of this Agreement.

12.0 CONFIDENTIALITY

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

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

- 12.2 If CONTRACTOR's staff qualify as members of a multi-disciplinary team, as defined in WIC Sections 830 and 18951(d), such staff may access and disclose information regarding children accordingly.
- 12.3 CONTRACTOR shall maintain the confidentiality of all records, including but not limited to COUNTY records and client records, in accordance with all applicable federal, State and local laws, regulations, ordinances and directives regarding confidentiality. CONTRACTOR shall inform all of its officers, employees, and agents providing Services and care hereunder of the confidentiality provisions of this Agreement. All employees of CONTRACTOR who have access to confidential records and data must sign and adhere to the attached "Contractor Employee Acknowledgment and Confidentiality Agreement" (Exhibit D).
- 12.4 To the extent that CONTRACTOR, or any of its employees, affiliates or Subcontractors, is a "covered entity" under the Federal Health Insurance Portability and Accountability Act (HIPAA), CONTRACTOR and COUNTY agree that CONTRACTOR, or any of its employees, affiliates or Subcontractors, may release "protected health information," as that term is defined by HIPAA, to DCFS, without a signed authorization, for the purpose of coordinating or managing the care of Placed Children.

13.0 STATE LICENSE

- 13.1 CONTRACTOR shall maintain a group home license issued by the California Department of Social Services, CCLD Division, throughout the term of the Agreement.
- 13.2 If planning to add additional group home site(s) during the term of the Agreement, CONTRACTOR shall notify and receive written approval from COUNTY Program Managers prior to the placement of and/or serving Placed Children at the additional site(s).

14.0 FEES

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

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

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

15.2 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 CORRECTIVE ACTION, TEMPORARY SUSPENSION OF REFERRALS, AND REMOVAL OF PLACED CHILDREN

DCFS and Probation will select one or more of the following actions in response to findings uncovered in investigations of abuse/neglect in out-of-home care or in audits of program or fiscal contract requirements or unresolved overpayments when DCFS reasonably believes, in its sole discretion, that CONTRACTOR has engaged in conduct which may jeopardize a Placed Child or Children; there has been a serious event that may implicate CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or noncompliance with an administrative/fiscal/programmatic requirement of the Agreement. The local agency procedures referred to in 16.2, 16.3, and 16.4 are internal DCFS procedures and are entitled, respectively, Hold Status, DNR Status, and DNU Status. DCFS may vary from the current protocol and procedures when such variance is required to protect the health and safety of the Placed Children or to reduce risk factors, which may affect the health and safety of Placed Children. A

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

16.1 Corrective Action Plan (CAP)

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

Once approved, monitoring of the approved CAP begins. Monitoring will usually last from three to six months, depending on the nature of the violation. The Monitor is responsible for ensuring the CAP is implemented and maintained. A CAP requires CONTRACTOR to carry out specific actions within a required time period. The actions may include, but may not be limited to, training, house repairs, or insurance acquisition. Proper maintenance of the property is the responsibility of the CONTRACTOR and shall not be deferred due to the lease arrangements.

16.2 Hold Status

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

16.3 Do Not Refer Status

Notwithstanding any other provision of this Agreement, COUNTY retains the right to suspend referrals of children to CONTRACTOR by placing

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

When DNR Status is implemented, a CAP will be established, as provided in Exhibit N. DNR Status is removed if CONTRACTOR conforms to the CAP in terms of content and timeframe.

16.4 Do Not Use Status

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

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

16.5 Notice Requirements

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

to use such documentation and information during the Recommendation Conference. The authorization/approval must be in writing from the Court.

When DNR or DNU Status is recommended, the written notification letter also serves to invite CONTRACTOR to participate at a scheduled date and time in a Recommendation Conference and includes a deadline by which CONTRACTOR must indicate its intent to participate in the Recommendation Conference (please refer to Exhibit N).

16.6 Disagreement with Decision

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

16.7 Termination Status

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

17.0 MUTUAL INDEMNIFICATION

17.1 CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its Special Districts, elected and appointed officers, employees, and agents (COUNTY) from and against any and all liability and expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, property damage, and/or violation of any applicable Municipal, County, State, and Federal laws and regulations, Court Rules or ordinances resulting from or connected with CONTRACTOR's acts or omissions resulting from its performance of this Agreement but only in proportion to and to the extent such liability, expense or damage is caused by any negligent or willful act or omission of CONTRACTOR, its employees or agents.

17.2 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its agents, officers and employees from any and all CONTRACTOR employee Worker's Compensation suits, liability, or expense resulting from its performance of this Agreement and will bear the sole

responsibility and liability for furnishing Worker's Compensation benefits in an amount and form to meet the State of California's statutory requirements, as set forth in Section 19.3, to any and all CONTRACTOR personnel for injuries arising from or connected with Services performed under this Agreement.

- 17.3 CONTRACTOR shall indemnify COUNTY, and hold it harmless from any and all loss, damage, costs, and expenses, including reasonable attorney's fees, suffered or incurred on account of any breach by CONTRACTOR of the aforementioned obligations and covenants.
- 17.4 COUNTY shall indemnify, defend, and hold harmless CONTRACTOR, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage resulting from or connected with COUNTY's acts or omissions, resulting from its performance of this Agreement but only in proportion to and to the extent such liability, expense or damage is caused by any negligent or willful act or omission of COUNTY, its Special Districts, elected and appointed officers, employees, or agents.
- 17.5 COUNTY shall indemnify, defend, and hold harmless CONTRACTOR, its agents, officers and employees from any and all COUNTY employees Worker's Compensation suits, liability, or expense resulting from its performance of this Agreement and will bear the sole responsibility and liability for furnishing Worker's Compensation benefits in an amount and form to meet the State of California statutory requirements to any and all COUNTY personnel for injuries arising from or connected with Services performed under this Agreement.
- 17.6 COUNTY shall indemnify CONTRACTOR, and hold it harmless from any and all loss, damage, costs and expenses, including reasonable attorney's fees, suffered or incurred on account of any breach by COUNTY of the aforementioned obligations and covenants.

18.0 GENERAL INSURANCE REQUIREMENTS

Without limiting CONTRACTOR's and COUNTY's mutual indemnification, and during the term of this Agreement, CONTRACTOR shall provide and maintain, and shall require of all of its Subcontractors (except as noted in Section 19.1) to maintain, the following programs of insurance specified in this Agreement, including those insurance coverage requirements listed in Section 19.0. Such insurance shall be primary to any other insurance or self-insurance programs maintained by COUNTY, with respect to liability resulting from or connected to CONTRACTOR's acts or omissions, and such coverage shall be provided and maintained at CONTRACTOR's own expense.

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

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

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

- 18.1.1 Specifically identify this Agreement.
 - 18.1.2 Clearly evidence all coverages required in this Agreement.
 - 18.1.3 Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) Days in advance of cancellation for all policies evidenced on the certificate of insurance.
 - 18.1.4 Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Agreement.
- 18.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY. Such approval will not be unreasonably withheld.
- 18.3 Failure to Maintain Coverage: Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of this Agreement upon which COUNTY may immediately terminate or suspend this Agreement. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach.
- 18.4 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY:
- 18.4.1 Any accident or incident relating to Services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.

- 18.4.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or related to Services performed by CONTRACTOR under this Agreement.
 - 18.4.3 Any injury to a CONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-Employee Injury Report" to COUNTY Program Manager.
 - 18.4.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this Agreement.
- 18.5 Compensation for COUNTY Costs: In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.
- 18.6 Insurance Coverage Requirements for Subcontractors: CONTRACTOR shall ensure any and all Subcontractors performing Services under this Agreement, consistent with Section 19.1, meet the insurance requirements of this Agreement by either:
- 18.6.1 CONTRACTOR providing evidence of insurance covering the activities of Subcontractors, or
 - 18.6.2 CONTRACTOR providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

19.0 INSURANCE COVERAGE REQUIREMENTS

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

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

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

- 19.2 Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all “owned,” “hired” and “non-owned” vehicles, or coverage for “any auto,” and include a deductible no greater than \$1,000 in accordance with County Code (Section 2.38.060).
- 19.3 Workers’ Compensation and Employer’s Liability insurance providing workers’ compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR’s employees will be engaged in maritime employment, coverage shall provide workers’ compensation benefits as required by the U.S. Longshore and Harbor Workers’ Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible.

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

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

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

20.0 NOTICES

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

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

AND

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

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

Attention: _____

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

- 20.2 All notifications from COUNTY enclosing an amendment or new or revised policy, procedure, protocol or exhibit to this Agreement shall be sent by mail.
- 20.3 All written notification from COUNTY regarding CAPs, Hold Status, DNR or DNU Status shall be sent by certified mail, return receipt requested.

21.0 CHANGES AND AMENDMENTS

COUNTY reserves the right to change any portion of the work required under this Agreement, or make amendment to such other terms and conditions as may become necessary. COUNTY shall give CONTRACTOR thirty (30) Days prior written notice delivered by certified mail, return receipt requested, of its intent to make such changes and amendments hereunder. Any significant cost impact associated with such an amendment shall be addressed in developing the amendment. A significant cost impact is defined as an incremental cost of

\$1,200 annually on a cumulative basis. Such revisions shall be in writing and shall be accomplished in the following manner:

- 21.1 Exhibits A-I, A-III, A-V, A-VI, A-VIII through A-XII, G, J, L, M, N, O, Q, R, S, T, U, and V, may be changed unilaterally by COUNTY to reflect changes in County, State and Federal law, regulation, and ordinances, court orders, and court rules or in COUNTY policies or procedures, provided that such changes to these exhibits reflecting modifications to COUNTY policies or procedures with significant cost impact on CONTRACTOR must be amended pursuant to Section 21.2. Amendments made pursuant to this Section 21.1 shall be effective upon delivery of a replacement exhibit by certified mail, return receipt requested, to the address of CONTRACTOR set forth in Section 20.0, Notices. CONTRACTOR shall be responsible for monitoring changes and/or amendments to any and all laws, regulations, ordinances and/or court rules governing or impacting this Agreement. CONTRACTOR shall at all times remain in compliance with all such laws, regulations, ordinances and/or court rules, whether or not COUNTY has delivered a replacement exhibit.
- 21.2 For any change which does not have a significant cost impact, affect the scope of work, period of performance, payments, or which does not materially alter any term or condition included in this Agreement, or for any change in CONTRACTOR's Program Statement, or for any change to exhibits described in Section 21.1 with significant cost impact on CONTRACTOR, a change notice shall be prepared by COUNTY, and executed by CONTRACTOR and Program Directors or designee. As used herein, the term "materially alter" is defined as being a change, which, in the sole discretion of COUNTY, warrants execution, by the Board of Supervisors.
- 21.3 Except as provided in Section 3.0, TERM AND TERMINATION, for any change not covered by Sections 21.1 or 21.2, an amendment to this Agreement shall be prepared, by COUNTY, signed by CONTRACTOR, and thereafter submitted to COUNTY's Board of Supervisors for consideration and, if approved, execution.

22.0 ASSIGNMENT/DELEGATION OF RIGHTS

- 22.1 CONTRACTOR shall not assign its rights or delegate its duties hereunder, either in whole or in part, without the prior written consent of the Los Angeles County Board of Supervisors or the Program Directors in the event the Program Directors have the delegated authority to consent. Any attempted assignment and/or delegation without said consent shall constitute a default under Section 32.0, Events of Default herein and shall be voidable at the election of COUNTY. If CONTRACTOR is a

corporation, partnership, limited liability company or other entity, then an assignment requiring COUNTY's consent hereunder shall also include (1) any sale, exchange, assignment, divestment or change in members, directors or officers, which results in giving majority control of CONTRACTOR to any person(s) or legal entity other than the majority in control of CONTRACTOR at the time of execution of this Agreement; (2) any withdrawal or change of shareholders, members, directors or other persons named on CONTRACTOR's Community Care license application (which significantly changes CONTRACTOR's program as it existed at the time of the execution of this agreement); or (3) any change in the licensee under CONTRACTOR's Community Care license. Any payments by COUNTY to CONTRACTOR or its assignee, or acceptance of any payments by COUNTY from CONTRACTOR or its assignee on any claim under this Agreement shall not waive or constitute such COUNTY consent.

- 22.2 Upon assignment and/or delegation, each and all of the provisions, agreements, terms, covenants and conditions herein contained, shall be binding upon both CONTRACTOR and upon any assignee/delegatee thereof.
- 22.3 COUNTY's consent may be reasonably withheld if, among other things, the proposed assignee fails to meet the requirements for contracting satisfied by the original CONTRACTOR and/or the then current COUNTY or State contracting requirements for this or similar agreements. COUNTY may require, as a condition to its consent to assignment, that the assignee enter into an agreement utilizing then current standard COUNTY documentation for this or similar Agreements.
- 22.4 Any payments by COUNTY to any delegatee or assignee on any claim under this Agreement shall reduce dollar for dollar any claims which CONTRACTOR may have against COUNTY and shall be subject to set-off, recoupment, or other reduction for any claims which COUNTY may have against CONTRACTOR, whether under this Agreement or otherwise.

23.0 SUBCONTRACTING

- 23.1 No performance of this Agreement or any portion thereof may be subcontracted by CONTRACTOR without the express written authority of COUNTY Program Directors. Any attempt by CONTRACTOR to Subcontract performance of any of the terms of this Agreement, in whole or in part, without said consent shall be null and void and shall constitute a breach of the terms of this Agreement, upon which Agreement may be terminated in accordance with Section 33.0, Termination for CONTRACTOR's Default. CONTRACTOR shall submit each Subcontract

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

- 23.2 All of the provisions of this Agreement and any Amendment(s) hereto shall extend to and be binding upon Subcontractors, provided that assignment or delegation of rights under a Subcontract by Subcontractors shall not require COUNTY approval. CONTRACTOR shall include in all Subcontracts the following provision: "This Agreement is a Subcontract under the terms of a prime contract with COUNTY of Los Angeles. All representations and warranties contained in this Subcontract shall inure to the benefit of COUNTY of Los Angeles." CONTRACTOR shall ensure that Subcontractors agree in writing to be bound by any of the provisions of the Agreement which CONTRACTOR is subcontracting.
- 23.3 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.
- 23.4 CONTRACTOR shall obtain the following from each Subcontractor before any Subcontractor employee may perform any work under any Subcontract to this Agreement. CONTRACTOR shall maintain and make available upon request of Program Managers all the following documents:
- 23.4.1 An executed Contractor Employee Acknowledgment and Confidentiality Agreement (Exhibit D) executed by each Subcontractor and each of Subcontractor's employees approved to perform work hereunder.
- 23.4.2 Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by Section 19.0, Insurance Coverage Requirements, of this Agreement.
- 23.4.3 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.
- 23.5 CONTRACTOR shall provide COUNTY's Program Managers with copies of all executed Subcontracts.
- 23.6 No Subcontract shall alter in any way any legal responsibility of CONTRACTOR to COUNTY. CONTRACTOR shall remain responsible for any and all performance required of it under this Agreement, including, but not limited to, the obligation to properly supervise, coordinate, and perform all work required hereunder.

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

23.8 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.

24.0 INDEPENDENT CONTRACTOR STATUS

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

25.0 COVENANT AGAINST CONTINGENT FEES

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

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

26.0 DISCLOSURE OF INFORMATION

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

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

26.1.2 During the course of performance of this Agreement, CONTRACTOR, its employees, agents, and Subcontractors shall not publish or disseminate commercial advertisements, press

releases, opinions or feature articles, using the name of COUNTY without the prior written consent of COUNTY. Said consent shall not be unreasonably withheld, and approval by COUNTY may be assumed in the event no adverse comments are received in writing two (2) weeks after submittal.

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

27.0 COMPLIANCE WITH APPLICABLE LAWS

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

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

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

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

27.2 Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Agreement and may result in termination of

this Agreement, in accordance with Section 33.0, Termination for CONTRACTOR's Default, of this Agreement.

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

28.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

29.0 NON-DISCRIMINATION IN EMPLOYMENT

- 29.1 CONTRACTOR certifies and agrees that all persons under its employ, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, religion, color, national origin, political affiliation, marital status, sex, age, or handicap, in compliance with all applicable Federal and State non-discrimination laws and regulations. This includes compliance with Executive Order 11246 entitled "Equal Employment Opportunity," Executive Order 11375 and as supplemented in the Department of Labor Regulations (41 CFR Part 60).
- 29.2 CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, religion, color, national origin, political affiliation, marital status, sex, age, or handicap. Such action shall include but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- 29.3 CONTRACTOR shall deal with its Subcontractors, bidders, or vendors without regard to or because of race, religion, color, national origin, political affiliation, marital status, sex, age, or handicap.
- 29.4 CONTRACTOR shall provide access for COUNTY's representatives to inspect CONTRACTOR's employment records during regular business hours in order to verify compliance with the provisions of this Section

when so requested by COUNTY, in accordance with applicable state and federal law.

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

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

30.0 NON-DISCRIMINATION IN SERVICES

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

31.0 GRIEVANCES

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

32.0 EVENTS OF DEFAULT

32.1 Default for Non-Performance

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

- 32.1.1 CONTRACTOR has made a material misrepresentation in the Program Statement; or
- 32.1.2 CONTRACTOR fails to comply with or perform any material provision of this Agreement; or
- 32.1.3 Notice is given by CDSS that CONTRACTOR's RCL rate will be terminated. Actual termination of the rate is not required for default pursuant to this provision.

32.2 Default for Insolvency

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

- 32.2.1 CONTRACTOR ceases to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has filed for bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;
- 32.2.2 The filing of a voluntary petition in bankruptcy;
- 32.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;
- 32.2.4 The execution by CONTRACTOR of an assignment for the benefit of creditors.

32.3 Other Events of Default

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

33.0 TERMINATION FOR CONTRACTOR'S DEFAULT

- 33.1 Upon determining the existence of any one or more of the circumstances heretofore described in Section 32.0, Events of Default, this Agreement may be subject to termination, by the Board of Supervisors, either immediately or within such longer time period as noticed by COUNTY.
- 33.2 In the event COUNTY terminates this Agreement in whole or in part as provided in this Section, COUNTY may recover damages to the extent permitted by applicable law, subject to the terms of the Dispute Resolution Procedure, Section 57.0.

- 33.3 CONTRACTOR shall not be liable, if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes may include, but not be limited to: acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, acts of Federal or State Governments in their sovereign capacities, fires, floods, epidemics, riots, earthquakes, quarantine restrictions, strikes, freights embargoes and unusually severe weather, but in every case, the failure to perform must be beyond the control and without the fault or negligence of CONTRACTOR.
- 33.4 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.

34.0 TERMINATION FOR IMPROPER CONSIDERATION

- 34.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate this Agreement if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determinations with respect to CONTRACTOR's performance pursuant to this Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by 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 COUNTY manager charged with the supervision of the employee or to COUNTY Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.
- 34.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

35.0 TERMINATION FOR CONVENIENCE

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

Agreement is terminated and the date upon which such termination becomes effective.

35.2 After approval of the termination by the Board of Supervisors, COUNTY will provide for the continued placement or removal of Placed Children in a fashion that is consistent with the best interest of children. In addition, CONTRACTOR shall:

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

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

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

36.0 TERMINATION OF AGREEMENT BY CONTRACTOR FOR CONVENIENCE

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

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

37.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

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

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

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

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

37.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CONTRACTOR and/or CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and the COUNTY shall be provided an opportunity to

object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

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

37.7 These terms shall also apply to Subcontractors/Subconsultants of COUNTY contractors.

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

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

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

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

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

39.0 CONFLICT OF INTEREST

39.1 No COUNTY employee whose position in COUNTY enables such employee to influence the award or administration of this Agreement or

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

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

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

40.0 EMPLOYEE BENEFITS AND TAXES

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

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

41.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

42.0 AGREEMENT ENFORCEMENT, CONTRACT PROGRAM MANAGEMENT PLAN, MONITORING, AND REVIEW

- 42.1 The Program Directors shall be responsible for the enforcement of this Agreement on behalf of COUNTY and shall be assisted therein by those officers and employees of COUNTY having duties in connection with the administration thereof. Program Directors hereby reserves the right to assign such personnel as are needed in order to inspect and review CONTRACTOR's performance of and compliance with all contractual Services, duties, obligations, responsibilities, administrative procedures and staffing as set forth in this Agreement.
- 42.2 CONTRACTOR hereby agrees to cooperate with the Program Directors, Program Managers, and any duly authorized State or Federal government representative, in the review and monitoring of CONTRACTOR's program, records and procedures, as set forth in Section 11.0, Records and Investigations.
- 42.3 COUNTY or its agent will evaluate CONTRACTOR's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all this Agreement's terms and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected may be reported to the Board of Supervisors. The report may include CONTRACTOR's response to these deficiencies and improvement/ corrective action measures taken by COUNTY and CONTRACTOR. If improvement does not occur in a manner consistent with the corrective action measures, COUNTY may terminate this Agreement or impose other penalties as specified in this Agreement including placing CONTRACTOR on DNR Status or DNU Status (Sections 16.3 and 16.4, respectively).
- 42.4 At the request of COUNTY, upon reasonable notice, CONTRACTOR, or its appropriate representative, shall attend meetings and/or training sessions, as determined by COUNTY.

43.0 EMPLOYMENT ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing Services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. CONTRACTOR shall obtain, from all covered employees performing Services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation of all covered employees for the

period prescribed by law. CONTRACTOR shall indemnify, defend, and hold harmless, COUNTY, its officers and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing Services under this Agreement.

44.0 CRIMINAL CLEARANCES

- 44.1 For the safety and welfare of the children to be served under this Agreement, CONTRACTOR agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent contractors, volunteers or Subcontractors who may come in contact with Placed Children in the course of their work, volunteer activity or performance of the Subcontract and shall maintain such records in the file of each such person.
- 44.2 CONTRACTOR agrees to follow the requirements for criminal clearances found in California Health and Safety Code Section 1522 (Exhibit F) incorporated herein by reference as though set forth in full. CONTRACTOR shall also perform a Child Abuse Index check for each of its employees.
- 44.3 CONTRACTOR shall obtain a criminal clearance or an approved criminal record exemption on each individual for whom such clearance or exemption is required, prior to any contact with Placed Children. COUNTY will assist CONTRACTOR in working with the CCLD to ensure minimum waiting time for clearance. CONTRACTOR shall require that individuals with either a clearance or an exemption report any subsequent arrest, conviction, and probation or parole violation, to CONTRACTOR and CCLD within 48 hours.
- 44.4 CONTRACTOR shall immediately notify COUNTY, if CONTRACTOR learns, from a Child Abuse Index check or other means, of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff or Subcontractor who may come in contact with Placed Children while providing Services under this Agreement when such information becomes known to CONTRACTOR.

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

- 45.1 The CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through Purchase Order or agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate

the economic burden otherwise imposed upon COUNTY and its taxpayers.

- 45.2 As required by COUNTY's Child Support Compliance Program (COUNTY Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this Agreement to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

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

- 46.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Agreement to perform the Services set forth herein, CONTRACTOR shall give first consideration for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a reemployment list during the term of this Agreement.
- 46.2 CONTRACTOR shall notify COUNTY of any new or vacant position(s) within CONTRACTOR's personnel who perform Services set forth herein, by sending via U.S. mail or facsimile, a list denoting any positions(s) for which hiring is anticipated to:

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

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

- 47.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Agreement, CONTRACTOR shall give consideration for any such employment openings to participants in COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for

the open position. COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

48.0 CONSIDERATION OF HIRING FORMER FOSTER YOUTH

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

Department of Children and Family Services
Attention: Vanessa Lester, Emancipation Services
3530 Wilshire Blvd, 4th Floor
Los Angeles, California 90010

Telephone: (213) 351-0100
FAX: (213) 637-0035

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

49.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

50.0 NOTICE OF DELAYS

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

51.0 USE OF RECYCLED-CONTENT PAPER

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

52.0 PROPRIETARY RIGHTS

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

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

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

52.4 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records request for items described in Section 52.3. COUNTY agrees not to reproduce or distribute such

materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.

52.5 Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated in any way under Section 52.4 for:

52.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Section 52.3;

52.5.2 Any materials, data and information covered under Section 52.2; and

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

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

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

52.8 The provisions of Sections 52.5, 52.6, and 52.7 shall survive the expiration or termination of this Agreement.

53.0 FIXED ASSETS

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

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

53.3 CONTRACTOR shall, for any real estate or land or Fixed Asset costing \$25,000 or more of funds provided to CONTRACTOR through this Agreement, obtain COUNTY's prior written approval by notifying COUNTY

by certified mail. COUNTY shall, within 15 working days of receipt of any such request for approval, provide a written response to CONTRACTOR by certified mail. If COUNTY's response is not received within 15 working days, CONTRACTOR will notify the Chief Deputy for DCFS.

- 53.4 Upon obtaining COUNTY's prior written approval, the items referenced in Section 53.3 may be purchased and owned by CONTRACTOR. If such prior written approval is not obtained by CONTRACTOR, title to the items referenced in Section 53.3 will vest with COUNTY. All Fixed Assets not requiring COUNTY's prior written approval as described in Section 53.3 shall be deemed owned by CONTRACTOR.

54.0 REPORTING SUSPECTED CHILD ABUSE

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

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

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

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

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

55.0 THIS SECTION IS INTENTIONALLY LEFT BLANK

56.0 AUTHORIZATION WARRANTY

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

57.0 DISPUTE RESOLUTION PROCEDURE

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

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

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

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

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

- 57.6 Nothing herein precludes COUNTY and CONTRACTOR from mutually agreeing in writing to settle any disputes by binding arbitration or any other alternative dispute resolution procedure.
- 57.7 This provision shall not apply to third party claims brought by or on behalf of an individual, his/her heirs, assigns and/or successors-in-interest, based upon, or relating to, injuries allegedly sustained by that individual when he/she was a Placed Child.

58.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

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

59.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

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

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

61.0 COMPLIANCE WITH JURY SERVICE PROGRAM

CONTRACTOR is subject to the provisions of COUNTY's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy

of which is attached hereto as Exhibit O and incorporated by reference into and made a part of this Agreement.

61.1 Written Employee Jury Service Policy

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

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

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

sole discretion, that CONTRACTOR demonstrate to COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.

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

62.0 INTERPRETATION OF AGREEMENT

62.1 Validity

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

62.2 Governing Laws, Jurisdiction and Venue

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

62.3 Waiver

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

62.4 Caption Headings

This Agreement contains a Table of Contents with pagination. In addition, each paragraph and certain subparagraphs of this Agreement have been supplied with captions. Also, each page, including exhibits, contain page

numbers. The Table of Contents with pagination, captions and page numbers serve only as guides to the contents and do not control the meaning of any paragraph or subparagraph or in any way determine this Agreement's interpretation or meaning.

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

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

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

COUNTY OF LOS ANGELES

CONTRACTOR

Name of Agency

By: _____
David Sanders, Ph.D., Director
Department of Children and
Family Services

By: _____
Name: _____
Title _____

By: _____
Richard Shumsky,
Chief Probation Officer
Probation Department

By: _____
Name: _____
Title _____

Tax Identification Number

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

By: _____
Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK

GROUP HOME FOSTER CARE SERVICES

November 1, 2004

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

STATEMENT OF WORK

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

STATEMENT OF WORK

PART A: INTRODUCTION

1.0 PREAMBLE

For nearly a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- | | |
|-------------------|-------------------------|
| ➤ Responsiveness | ➤ Integrity |
| ➤ Professionalism | ➤ Commitment |
| ➤ Accountability | ➤ A Can-Do Attitude |
| ➤ Compassion | ➤ Respect for Diversity |

These shared values are encompassed in the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these

outcomes. The County has also established the values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no “wrong door”: wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partner create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County’s five outcomes for children and families: good health, safety and survival, economic well being, social and emotional well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community are working together to develop practical ways to make County services more accessible, customer friendly, better

integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service And Satisfaction Standards*** in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

2.0 INTRODUCTION

- 2.1 The Board of Supervisors (Board), through the Agreement, gives authorization for the placement of Probation and Dependent Children. Specific responsibility for the care, custody, control and conduct of these children are given to the Los Angeles County Probation Department (Probation) and to Department of Children and Family Services (DCFS) by the Superior Court.
- 2.2 DCFS and Probation have established the following priorities for their children: (1) safety; (2) permanency; and (3) well-being.
- 2.2.1 Safety: Safety is defined as freedom from abuse (non-accidental injury) and neglect (unwilling or unable to meet the child's needs). The Performance Measure Summary and Service Tasks addressing this priority in a GH setting are found in Part C, Section 1.0.
- 2.2.2 Permanency: Permanency is defined as a safe and stable nurturing relationship achieved through maintaining the child in the home, reunification, adoption, relative guardianship, or other legal guardianship. The Performance Measure Summary and Service Tasks addressing this priority in a GH setting are found in Part C, Section 2.0.
- 2.2.3 Well-Being: This priority in the Statement of Work refers to educational, Emancipation preparation, medical, dental, psychological, and psychiatric well-being as well as a number of other items especially relevant to a GH setting. The Performance Measure Summary and Service Tasks addressing this priority are found in Part C, Section 3.0.

COUNTY believes that a GH with a program carefully designed to serve a compatible target population will usually have positive outcomes for the Placed Children. The key components in designing a Group Home (GH) program include the following:

- a compatible target population;
- a child care and supervision component with a sufficient number of staff with the necessary skills to meet the needs of the target population for supervision, behavior management, protection, and care;
- a treatment team led by the facility's social worker or mental health professional to: (1) assess each Placed Child's particular needs; (2) develop a comprehensive, individualized Needs and Services Plan to meet those needs and to define the role of each person having contact with the child to help the child meet the objectives of the Needs and Services Plan; (3) develop specific strategies for behavior management for child care and supervision staff; and (4) measure the child's progress and modify the Needs and Services Plan appropriately.

- the school program best able to meet the Placed Child’s educational needs; and
- an activity plan developed by the treatment team with both group and individual activities designed to help meet both recreational needs and the objectives of the Needs and Services Plan.

3.0 DEFINITIONS

Terms used in this Statement of Work shall have the same meaning as in the Agreement, Section 2.0, Definitions. Additional terms used in the Statement of Work are as follows:

- 3.1 **“Court Appointed Special Advocate” or “CASA”** - A court appointed person who advocates for the Placed Child’s needs and best interests and provides the court with written recommendations.
- 3.2 **“Day Rehabilitation Program”** - Programs funded by the Department of Mental Health (DMH) that operate in some Rate Classification Levels (RCL) 12 and 14 group homes (GHs). 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.
- 3.3 **“Day Treatment Intensive Program”** - Programs funded by the Department of Mental Health (DMH) that operate in some GHs with high RCLs. These programs provide an organized and structured multi-disciplinary mental health treatment program to assist a distinct group of children/adolescents with serious emotional disturbance. The programs focus on assisting individuals to gain the social and functional skills necessary for appropriate development and social integration. Services are intended to prevent hospitalization or placement in a more restrictive facility.
- 3.4 **“Department of Mental Health” or “DMH”** - The Los Angeles County Department of Mental Health that, through its Children’s System of Care, provides services for emotionally disturbed children including those in GHs. These services include:
 - 3.4.1 Certification of the mental health services component for any proposed Rate Classification Level (RCL) 13 or 14 GH program prior to the Foster Care Funding and Rates Bureau establishing these rate levels;
 - 3.4.2 Support for the development of Day Rehabilitation Programs in GHs;
 - 3.4.3 Support for the development of Day Treatment Programs in GHs; and
 - 3.4.4 Providing Therapeutic Behavioral Services in GHs.
- 3.5 **“Dependent Child” or “Dependent Children”** - A child or children who is/are within the jurisdiction of the Juvenile Court under Welfare and Institutions Code, Sections 300(a), (b), (c), (d), (e), (f), (g), (h), (i), and/or (j). DCFS supervises Dependent Children.

- 3.6 **“Delinquent Children”** – A child who is a ward of the Juvenile Court under Welfare and Institutions Code, Section 601(a) or (b) or Section 602(a) or (b). Probation supervises Delinquent Children.
- 3.7 **“Developmental Disability”** – A disability which originates before an individual attains age 18, continues, or can be expected to continue, indefinitely and constitutes a substantial disability for that individual. This term shall include mental retardation, cerebral palsy, epilepsy, and autism. This term shall also include disabling conditions found to be closely related to mental retardation or to require treatment similar to that required for individuals with mental retardation, but shall not include other handicapping conditions that are solely physical in nature (Welfare and Institutions Code, Section 4512(a)).
- 3.8 **“Group Home” or “GH”** - A community care facility that provides 24-hour care and supervision to children, provides Services to a specific client group, and maintains a structured environment.
- 3.9 **“Interagency Placement Committee”** - A committee which determines whether an AFDC-FC child is Seriously Emotionally Disturbed and in need of RCL 14 mental health services. It also re-evaluates each child at least every six months to determine whether or not RCL 14 services are still needed. The committee is made up of representatives from DCFS, Mental Health, Probation, the GH provider community, and Metropolitan State Hospital.
- 3.10 **“Night Awake Staff”** - Group Home employees that are working a shift during the hours when the placed children sleep. These employees must be paid and awake at all times.
- 3.11 **“Seriously Emotionally Disturbed”** – Defined by Welfare and Institutions Code, Section 5600.3(a)(2) as 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 population shall meet one or more of the following criteria:
- 3.11.1 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:
- 3.11.1.1 The child is at risk of removal from home or has already been removed from the home; or
- 3.11.1.2 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;
- 3.11.2 The child displays one of the following: psychotic features, risk of suicide or risk of violence due to a mental disorder; and
- 3.11.3 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.

- 3.12 **“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.”
- 3.13 **“Therapeutic Behavioral Services” or “TBS”** - Services provided in some GHs through the DMH 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.

4.0 STAFFING

4.1 CONTRACTOR shall:

- provide the number of hours for child care, supervision, social work, mental health, administrative, support, and consultation by qualified persons to adequately maintain the program’s RCL;
- provide Night Awake Staff; and
- meet all the requirements regarding staffing levels/hours and staff qualifications in the applicable sections of: (1) the Manual of Policies and Procedures (MPP), Sections 11-001 through 11-402; (2) Title 22, Division 6, Chapters 1 and 5; and (3) CONTRACTOR’s Program Statement.

CONTRACTOR shall comply with all applicable regulations, including but not limited to those pertaining to maintaining:

- a minimum number of qualified child care and supervision staff with sufficient expertise to supervise, protect and care for the Placed Children individually and in groups at all times [Title 22, Division 6, Chapter 5, Sections 84065.2(b) and 84065.5(c)];
- a qualified facility manager at the facility at all times when one or more Placed Children are present [Title 22, Division 6, Sections 84065(d) and 84065.2(a)(1)(A)];
- a qualified social worker(s) with a caseload(s) of not more than 12 Placed Children [MPP, Section 11-402.212(a)];
- a qualified administrator(s) for a minimum of 20 hours per week for each 6-bed GH site and a full-time administrator for each GH program with a licensed capacity of 7 or more [MPP, Section 11-402.211(a)(5)(C)(ii)];
- a qualified program consultant to provide at least monthly consultation regarding program services for programs that serve mentally disordered or Developmentally Disabled children [Title 22, Division 6, Chapter 5, Sections 84065(f) and (g)]; and

If CONTRACTOR serves Developmentally Disabled children, CONTRACTOR shall provide either: (1) the number of qualified Direct Support Professionals (DSP) approved by Regional Center; or (2) for programs not vended by Regional

Center, the number of DSPs/child care and supervision workers approved by DCFS.

- 4.2 CONTRACTOR shall ensure that the GH social worker or mental health professional is present at the GH facility when the treatment team staff and Placed Children are normally present and awake (e.g., not on weekends or late at night.)
- 4.3 The GH administrator shall be certified as specified in Title 22, Sections 84064.2 and 84064.3, and Health and Safety Code, Section 1522.41 (which was recently revised by adding in Subsection (c)(H) that the GH administrator certification program must include training in “resident admission, retention, and assessment procedures, including the right of a foster child to have fair and equal access to all available services, placement, care, treatment, and benefits, and to not be subjected to discrimination or harassment on the basis of actual or perceived race, ethnic group identification, ancestry, national origin, color, religion, sex, sexual orientation, gender identity, mental or physical disability, or HIV status.” (EXHIBIT H)). Administrative hours shall be no less than 20 per week for a six-bed program and full-time for programs over six beds, as specified in MPP, Sections 11-402.211(a)(5)(C)(ii)(a) and (b).
- 4.4 CONTRACTOR shall have a staff-training plan approved by CCLD that complies with the training recommendations of Exhibit A-XII, Quality and Accountability Sub-Committee Report, Placement Task Force, Section 2, Group Home Staff. CONTRACTOR shall also comply with all other CCLD training requirements.

5.0 SERVICE DELIVERY SITES FOR GROUP HOME FOSTER CARE SERVICES

- 5.1 CONTRACTOR’s Services described hereunder shall be provided in a licensed GH site(s) as listed on Attachment A-1, SERVICE DELIVERY SITES FOR GROUP HOME FOSTER CARE SERVICES, to this Statement of Work.
- 5.2 Additional licensed GH sites may be added per the Master Agreement, Sections 13.1 and 13.2.

PART B:

TARGET POPULATIONS

PART B: TARGET POPULATIONS

- 1.0 CONTRACTOR shall provide Services to Placed Children who manifest the characteristics and behaviors reflected in CONTRACTOR's Program Statement, LIC 9106, PART II, PROGRAM POPULATION, SERVICES & CAPABILITIES (SECTION 2), PART B. CHILD CHARACTERISTICS AND BEHAVIORS.
- 2.0 Exhibit Y describes the general target populations of children who are placed in group homes based upon RCL level. In addition to the Services otherwise described in this Master Agreement and Statement of Work, CONTRACTOR shall provide Services to Placed Children as follows:
 - 2.1 For RCLs 4, 5, and 6 [for Probation children only]: (1) provide social work and/or ensure mental health treatment services; and (2) provide a structured program and closer supervision than is usually provided in a relative or foster family home setting.
 - 2.2 For RCLs 7, 8, and 9: (1) provide a structured program and closer supervision than is usually provided in a relative or foster family home setting; (2) provide social work and ensure mental health treatment services; and (3) provide behavioral intervention.
 - 2.3 For RCLs 10, 11, and 12: (1) provide extensive social work and ensure mental health treatment services; (2) provide behavioral intervention; and (3) provide intense supervision.
 - 2.4 For RCL 11 or above for a Group Home Emergency Care Program: (1) provide emergency care for Placed Children 12-17 years old for 30 days or less; (2) provide intake services 24 hours per day, seven days per week; and (3) provide a diagnostic assessment that includes specific recommendations for the long-term or permanent placement.
 - 2.5 For RCL 14: (1) provide intensive social work and mental health treatment services; (2) provide frequent behavioral intervention; and (3) provide very intense supervision.
 - 2.6 For Non-Profit Group Homes Vendored by a Regional Center: (1) provide a structured program and closer supervision than is usually provided in a relative or foster family home setting; (2) provide extensive social work services and the program consultation services of a qualified mental retardation specialist; (3) provide frequent behavioral intervention; and (4) provide very intense supervision.

PART C:

SERVICE TASKS TO ACHIEVE PERFORMANCE OUTCOME GOALS

CONTRACTOR shall ensure a safe environment, which provides for the well-being of each Placed Child and leads to permanence for each Placed Child. Specifically, CONTRACTOR shall provide all deliverables and tasks described in this Agreement and Statement of Work, including but not limited to the service tasks described in this Part C, Sections 1, 2, and 3. In addition, CONTRACTOR shall meet or exceed the performance targets described on each "Performance Measure Summary" which follows (i.e., Performance Measure Summary 1.0 Safety, Performance Measure Summary 2.0 Permanency, and, Performance Measure Summary 3.0 Well-Being/Education.) Throughout the term of this Agreement, DCFS will monitor CONTRACTOR's performance. Any failure by CONTRACTOR to comply with the terms of this Agreement, including any failure to meet or exceed the performance targets described on each "Performance Measure Summary" which follows, may result in COUNTY's termination of the whole or any part of the Agreement, and/or placement of CONTRACTOR on "Hold", "Do Not Refer", or "Do Not Use" Status.

**PERFORMANCE MEASURE SUMMARY
1.0 SAFETY**

PROGRAM: GROUP HOME FOSTER CARE SERVICES

PROGRAM TARGET GROUP: Placed Children in Group Home Care

PROGRAM GOAL AND OUTCOME:

Safety – Children shall be free of abuse and neglect by Group Home staff, volunteers, other children and family members.

OUTCOME INDICATORS	PERFORMANCE TARGETS	METHOD OF DATA COLLECTION
<p>Abuse & Neglect referrals and their disposition.</p> <p>Substantiated allegations against staff members.</p> <p>Community Care Licensing (CCL) citations and Auditor Controller reports on safety and physical plant deficiencies.</p> <p>Child-to-child injuries resulting from lack of supervision.</p>	<p>The COUNTY maintains a zero tolerance policy for substantiated abuse and neglect of Placed Children while under the supervision of the Group Home.¹</p> <p>100% of the corrective action plans successfully implemented.</p> <p>100% correction of physical plant and safety deficiencies.</p> <p>Child-to-child injuries while under the supervision of Group Home not exceed __ %.²</p>	<p>CWS/CMS</p> <p>Child’s Case File</p> <p>Quarterly Reports</p> <p>Facility review reports</p> <p>Corrective Action Plans</p> <p>Auditor Controller Reports</p> <p>CCL Citations</p> <p>Special Incident Reports</p> <p>I-Track web-based system.</p>

¹ The COUNTY maintains a zero tolerance policy for substantiated abuse and neglect of Placed Children while under the supervision of the Group Home. While each incident of substantiated abuse or neglect that occurs under Group Home supervision must be evaluated on a case-by-

case basis, the COUNTY will assess the factors that led to the abuse/neglect and make a determination whether the incident is isolated or demonstrates a pattern and practice of abuse/neglect. The COUNTY will exercise all available remedies, including but not limited to requiring from the Group Home a corrective action plan, and/or placing the Group Home on Hold Status, Do Not Refer Status or Do Not Use Status.

Repeated incidences that place a Group Home's substantiated abuse and neglect rate above national and/or state-wide averages for abuse/neglect in non-kin homes will be used as a performance evaluator and may result in COUNTY's termination of the whole or any part of the Master Agreement, and/or placement of CONTRACTOR on Hold Status, Do Not Refer Status, or Do Not Use Status.

Note: The current CWS/CMS statistics for abuse and neglect in out-of-home placement are 1.58% or less for Los Angeles County, 0.81% or less for the State of California, and 0.57% or less nationally.

2 % to be determined based on data collected during the first contract year.

1.0: SAFETY

PERFORMANCE OUTCOME GOAL: Placed Children shall be free of abuse and neglect by GH staff, volunteers, other children, and family members.

SERVICE TASKS:

1.1 CONTRACTOR staff shall know the whereabouts of Placed Children who are off grounds and be able to identify who is responsible for supervision. Placed Children may leave the facility unaccompanied for specific purposes if it has been pre-approved by the COUNTY Worker in the Needs and Services Plan and CONTRACTOR or designee agrees.

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

1.2 The GH social worker shall complete or ensure the completion of:

- obtaining, developing and recording the information as specified in Title 22, Section 84070;
- completing an intake study as specified in Title 22, Section 84068.1;
- developing the Needs and Services Plan in cooperation with the placing worker as specified in Title 22, Sections 840.68.2(a) and 84068.3; and
- completing the discharge plan as specified in Title 22, Section 84068.4.

1.2.1 CONTRACTOR shall ensure that qualified social work or mental health professionals provide counseling Services that:

- adequately meet the individual counseling needs of each Placed Child; and
- meet or exceed the counseling Services specified in CONTRACTOR's Program Statement and generate sufficient points in the social work and/or mental health components of CONTRACTOR's program to support CONTRACTOR's RCL.

1.2.2 If COUNTY Worker has identified the Placed Child's permanent family (as stated in the Needs and Services Plan), CONTRACTOR shall ensure the following counseling Services for the permanent family, if they are willing to participate:

- for RCL 4, 5, 6, 7, 8, and 9 programs, not less than 2 hours per month or as specified in the Needs and Services Plan signed by the COUNTY Worker; and
- for RCL 10, 11, 12, and 14 programs, not less than 4 hours per month or as specified in the Needs and Services Plan signed by the COUNTY Worker.

1.2.3 For programs for Developmentally Disabled Placed Children, CONTRACTOR shall provide the social work Services as approved by Regional Center or as agreed upon with DCFS and/or Probation. Some of these Services may be provided by a qualified mental retardation professional as defined in Title 22, Division 6, Chapter 5, Section 8400(q).

- 1.2.4 For RCL 4 through 12 programs, CONTRACTOR shall provide as needed for the Services of a psychologist for psychological testing and a physician or psychiatrist to prescribe and monitor psychotropic medications. For RCL 14 programs, CONTRACTOR shall arrange for these Services plus any additional mental health Services required by the DMH for certification.
- 1.2.5 CONTRACTOR shall ensure safety by complying with PART D, SOW, Part A, INTRODUCTION, Section 4.2.
- 1.2.6 CONTRACTOR shall provide childcare staff, mental health personnel, and social work personnel who are proficient in both speaking and writing the language(s) of the Placed Children and family(ies) or provide equivalent bi-lingual resources.
- 1.3 CONTRACTOR may move a Placed Child from one GH site to another within CONTRACTOR's program only after receiving prior authorization from either the Placed Child's COUNTY Worker, or the COUNTY Worker's supervisor, except as set forth in this SOW, Part C, Section 1.4. CONTRACTOR shall document the name of the approving COUNTY Worker or administrator and place it in the Placed Child's record.

COUNTY shall not unreasonably withhold or delay authorization for CONTRACTOR to move a Placed Child from one GH site to another.

- 1.4 For DCFS/Probation, in the event of an emergency, CONTRACTOR may move a Placed Child without prior authorization from the Placed Child's COUNTY Worker. CONTRACTOR shall make every effort to keep the Placed Child in the same school. For the purposes of this paragraph, an emergency is defined as any situation that threatens the health and safety of the Placed Child or others in the GH.

For DCFS, CONTRACTOR shall notify either the Placed Child's CSW, the CSW's supervisor, the CSW's administrator or, after working hours, the Child Protection Hotline (800-540-4000), of the emergency replacement. Notification shall be made as soon as possible but no later than 24 hours after the Placed Child is moved. CONTRACTOR shall then discuss the situation with the CSW or the CSW's supervisor and document the conversation and decision in the Placed Child's record.

For Probation, in the event of an emergency, CONTRACTOR shall contact the Deputy Probation Officer (DPO) of record during normal working hours or (323) 226-8506 after working hours.

- 1.5 CONTRACTOR shall maintain an environment, indoors and outdoors, that is clean and free from hazards.
- 1.6 CONTRACTOR shall provide safe, insured vehicles(s) (in compliance with the Master Agreement, Section 19.2) to provide adequate transportation for Placed Children. In transporting Placed Children, CONTRACTOR shall abide by all applicable federal and state laws and regulations.
- 1.7 CONTRACTOR shall monitor and maintain records to verify that staff who transport the Placed Children: (1) have and maintain a valid driver's license with the Department of Motor Vehicles; and (2) insure their vehicles, if used to transport the Placed Children, in compliance with the insurance coverage requirements set forth in the Master Agreement, Section 19.2.

**PERFORMANCE MEASURE SUMMARY
2.0 PERMANENCY**

PROGRAM: GROUP HOME FOSTER CARE SERVICES

PROGRAM TARGET GROUP: Placed Children in Group Home Care

PROGRAM GOAL AND OUTCOME:

Permanency – Placed Children shall achieve permanency through reunification, adoption, relative guardianship, or other guardianship as defined in the Case Plan.

OUTCOME INDICATORS	PERFORMANCE TARGETS	METHOD OF DATA COLLECTION
Discharge consistent with Needs and Services Plan including permanency plan.	At least 62% of the Placed Children successfully meet the Needs and Services Plan goals and are discharged in accordance with permanency plan.	CWS/CMS Child's Case File Quarterly Reports
Discharge to less restrictive environment.	At least 62% of the Placed Children discharged to a less restrictive setting. ³	Needs and Services Plan Discharge Summary
Placement stability.	20% or less of the total DCFS or Probation Placed Children served per year replaced at Group Home provider's request.	I-Track web-based system
Stability of children in family, relative, or foster placement six (6) months after discharge, in accordance with the Needs and Services Plan.	___% ⁴ of the Placed Children remaining in the family, relative, or foster placement 6 months after discharge, in accordance with the Needs and Services Plan.	

³ CONTRACTOR shall cooperate with COUNTY in the collection of data related to the discharge of Placed Children to a less restrictive setting. The data to be collected should evaluate the link between the performance of the group home, the recommendation of DCFS/Probation and/or the court decision related to the discharge of the child, and the setting to which the child has been discharged.

4 % to be determined based on data collected during the first contract year. Contractor shall cooperate with County in the collection of data to determine the stability of placement of Placed Child 6 months after discharge and to evaluate the factors which have impacted the stability of such placement. The data to be collected should evaluate the link between the performance of the group home, the recommendation of DCFS/Probation and/or the court decision related to the discharge of the child, and the stability of placement 6 months hence, as well as any other intervening factors during those 6 months. The data analysis should include a consideration of barriers that may have interfered with stability or enhancements that may have improved it.

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2.0: REUNIFICATION/PERMANENCY

PERFORMANCE OUTCOME GOAL: Placed Children shall achieve timely permanency through reunification, adoption, relative guardianship, or other guardianship as defined in the Case Plan.

SERVICE TASKS:

- 2.1 CONTRACTOR shall facilitate the implementation of any permanent placement plan determined by COUNTY for a Placed Child under CONTRACTOR's care.
- 2.2 For all Placed Children, CONTRACTOR shall document on CONTRACTOR's intake form the Placed Child's permanency plan as provided by the COUNTY Worker. CONTRACTOR shall work with the COUNTY Worker to ensure that a permanent plan of reunification, adoption, relative guardianship or other legal guardianship is part of the Needs and Services Plan.
- 2.3 CONTRACTOR shall provide a professional on-site treatment team that specifically defines how every adult having contact with the Placed Child will intervene to help the Placed Child overcome the problems and achieve the goals specified in the Needs and Services Plan. The purpose of the treatment team is to coordinate this plan so that each adult having contact with the child fully understands the plan, his/her part in it, and the nature of his/her intervention with the Placed Child.

The treatment team shall be led by the CONTRACTOR's social worker or mental health professional in charge of the Needs and Services Plan. It shall also include the facility managers, the child care and supervision staff, the Placed Child, and when appropriate, the family members.

The treatment team in collaboration with either the CSW, the CSW's supervisor, or the DPO, shall: (1) develop a comprehensive individualized Needs and Services Plan within 30 days of the date of initial placement that contains both long-term and short-term goals that while treating the identified needs of the Placed Child is outcome-based, specific, measurable, attainable, and has a specific time frame for each deliverable; (2) incorporate the content required in Title 22, Division 6, Chapter 5, Sections 84068.2(b-c) and 84068.3(a), including the plans for health and education, visitation, types of Services necessary including treatment, strengths of the Placed Child and his/her family, and cultural competency; (3) incorporate the content required from the PROB 1385 or the DCFS 709; (4) determine and communicate the role of each person having contact with the Placed Child to enact the Needs and Services Plan; (5) determine the Placed Child's progress or lack of progress, including in independent living skills, and adjust the Needs and Services Plan accordingly; and (6) discuss and formulate the behavior management and intervention plans to which each Placed Child best responds.

Probation uses the PROB 1385, Probation Foster Care Case Plan, for the Needs and Services Plan (Exhibit A-V). DCFS uses the DCFS 709, Foster Child's Needs and Case Plan Summary (Exhibit A-V), in the development of the Needs and Services Plan, but it is not to serve as the Needs and Services Plan itself.

- 2.4 CONTRACTOR shall have the CSW or DPO sign the Needs and Services Plan and all updates to the Needs and Services Plan.

- 2.4.1 CONTRACTOR shall honor the visitation rights of the Placed Child. CONTRACTOR and COUNTY Worker shall develop the visitation plan for the Placed Child's family and friends (as documented in the Case Plan), complying with the orders of the Juvenile Court and taking into consideration any recommendations from the Placed Child's attorney and Court Appointed Special Advocate (CASA). CONTRACTOR shall allow visitation for the COUNTY Worker, Placed Child's attorney, and CASA. COUNTY Worker shall provide CONTRACTOR with copies of court orders regarding court ordered visitation (See Exhibit G).

CONTRACTOR shall honor the visitation rights of the Placed Child at all times unless one of the following two conditions exists: (1) a specified court order is in effect which prohibits or restricts the visitation rights of the child; (2) the Needs and Services Plan developed by the child's COUNTY Worker specifically prohibits or restricts visitation rights based upon existing court orders, legal authority and/or documented reasons such as the belief that the visits would be detrimental to the child.

For a Probation child, CONTRACTOR shall have written permission from the DPO of record to permit home or Community passes.

- 2.4.2 Every 90 Days after the initial Needs and Services Plan, the GH social worker shall conduct an on-site review of the Needs and Services Plan with the treatment team, and modify the plan as appropriate.
- 2.4.3 Modifications to the Needs and Services Plan shall include: (1) the Placed Child's need for continuing Services; (2) the need for modification in Services; and (3) the recommendation of the GH staff regarding the feasibility of the Placed Child's return to his/her home, placement in another facility, or move to independent living. Copies of the modifications of the Needs and Services Plan shall be provided to the Placed Child, age and maturity permitting, and the COUNTY Worker within five business days.
- 2.4.4 If the permanency plan is for family reunification, CONTRACTOR shall assist COUNTY in reunification efforts by: (1) placing the Placed Child at a GH site in his/her own neighborhood to the extent possible; (2) facilitating visits of the Placed Child with the family consistent with the orders of the court and the Needs and Services Plan; (3) offer and/or support other reunification Services such as family counseling; (4) arranging the Placed Child's transportation and the monitoring of visits as needed.
- 2.4.5 CONTRACTOR shall facilitate a Placed Child's visitation with prospective foster or adoptive parents as requested by COUNTY.
- 2.4.6 If the Placed Child's permanency plan is for adoption, CONTRACTOR shall participate with COUNTY Worker and/or Adoptions Worker to assess both the strengths and special needs of a Placed Child, to assist in determining an appropriate adoptive home. CONTRACTOR shall facilitate the Placed Child's involvement in adoption-related activities and visits with prospective adoptive families.
- 2.4.7 CONTRACTOR shall provide counseling, support, and education for the Placed Child in making decisions and transitions related to adoption or to any other legally permanent placement.

The COUNTY shall provide information, and CONTRACTOR shall be fully informed, about the Adoption Assistance Program and the differences between legal guardianship, adoption and foster care.

2.5 CONTRACTOR with multiple GH sites shall place each Placed Child in the Placed Child's same school district so that the Placed Child may continue to attend his/her school of origin, unless the holder of education rights determines it is not in the Placed Child's best interest to remain in the school of origin. CONTRACTOR shall, in cooperation with the COUNTY Worker, and the responsible school districts, provide/arrange transportation to make the educational plan work, as further set forth in SOW, Part C, Section 3.0 WELL-BEING, subsection 3.7.

2.6 Placed Children, who are accepted as a sibling group and placed together, shall remain together unless otherwise approved by the COUNTY Worker.

For sibling groups placed with CONTRACTOR in different GH sites, CONTRACTOR shall document in the quarterly report records efforts to reunite the siblings at the same GH site or the reasons it is inappropriate.

2.7 CONTRACTOR shall assist the Placed Child in identifying, developing and maintaining important relationships, provided that these relationships are in the Placed Child's best interests and are consistent with COUNTY Case Plan. CONTRACTOR shall assist the COUNTY Worker in identifying these individuals. CONTRACTORS shall partner with existing mentoring programs or develop their own mentoring resources to enable children 10 years of age and older to develop a connection with a caring adult, when important relationships are lacking. For a placed child 16 years of age or older, CONTRACTOR shall assist the Placed Child and the COUNTY Worker in identifying a caring adult that will help the child prepare for the transition from foster care to independent living (Welfare and Institutions Code, Section 16001.1 (f) (14).

**PERFORMANCE MEASURE SUMMARY
3.0 WELL-BEING/EDUCATION**

PROGRAM: GROUP HOME FOSTER CARE SERVICES

PROGRAM TARGET GROUP: Placed Children in Group Home Care

PROGRAM GOAL AND OUTCOME:

Well-being – Placed Children shall improve their level of functioning in the areas of education/ emancipation preparation, health, behavior, social, and emotional well-being.

OUTCOME INDICATORS	PERFORMANCE TARGETS	METHOD OF DATA COLLECTION
Improved level of child’s functioning.	At least 62% of the Placed children successfully meet the Needs and Services Plan goals prior to discharge.	CWS/CMS Needs and Services Plan Child’s Case File
Placed Children enrolled in school within 3 school days, attending school, achieving academic progress, and participating in supplemental education and extra-curricular activities.	At least 83% of the Placed children with increased educational performance and/or attendance. ⁵	Quarterly Reports School Attendance Logs Report Cards Discharge Summary
Completion of individualized Needs and Services Plans within 30 days of placement, and every 90 days thereafter.	100% of the individualized Needs and Services Plans completed in 30 days and every 90 days thereafter.	Transitional Independent Living Plan (TILP).
Placed Children’s (ages 14 and older) participation in E-STEP activities, ILP and/or equivalent emancipation programs.	100% of the Placed children receive E-STEP, ILP or equivalent emancipation services.	I-Track web-based system.
Maintenance of current health and education binders.	100% of the Placed children have completed and current health/education binders, as requested by Welfare and Institutions Code Section 16010, during the placement period.	

⁵ Increased educational performance include improved grades and/or improved test scores and/or promotion to the next level and/or high school graduation.

3.0 WELL-BEING

PERFORMANCE OUTCOME GOAL: Placed Children shall improve their level of functioning in the areas of education, health, behavior, and social and emotional well-being.

SERVICE TASKS:

- 3.1 CONTRACTOR shall: (1) arrange for a child/children referred for placement to a visit to the proposed GH site prior to the child's/children's placement whenever possible; (2) request information from the COUNTY Worker in conformity with DCFS/Probation policy and confidentiality laws regarding the referred child's/children's needs, including copies of all court reports and social studies; (3) discuss with COUNTY Worker the transportation arrangement if the person holding the right to make educational decisions for the referred child plan for the referred child to continue in the school of origin; (4) request from COUNTY Worker information regarding any known or suspected dangerous behavior of the referred child (5) discuss with COUNTY Worker the children currently living in the proposed GH site, including ages, backgrounds, and placing agencies; (6) discuss with both the COUNTY Worker and referred child(ren), when age appropriate, the school programs, social work Services, and recreational activities that are available; (7) discuss the type of Services the referred child requires; and (8) provide the COUNTY Worker information relating to any child abuse/neglect referrals and/or allegations which have been made concerning the proposed GH site/staff and describe what action CONTRACTOR has taken in response to such referrals/allegations.
 - 3.1.1 CONTRACTOR shall accept every referred child who meets the criteria of CONTRACTOR's program and target population, unless CONTRACTOR determined that the referred child is not a good fit for the program based on the individual needs of the referred child and current composition of the other children currently in residence. CONTRACTOR's social work staff shall assess the program's ability to: (1) provide the required Services to meet the referred child's needs based upon the information received from the referred child's COUNTY Worker; and (2) facilitate family participation in treatment, as appropriate, based upon the information received from the child's COUNTY Worker.
 - 3.1.2 Within 72 hours of intake, CONTRACTOR shall provide to, and discuss with, each newly Placed Child, in an age-appropriate manner, a comprehensive overview of CONTRACTOR's program and procedures, including the personal rights information in the LIC 613B, Personal Rights form (EXHIBIT A- IV); the Foster Youth Bill of Rights (EXHIBIT A-I); and WIC Section 16001.9 and Health and Safety Code, Section 1522.41(a-c) (EXHIBIT H). Such overview shall also include: (1) opportunities for achievement; (2) vocational and job training; (3) life-skills training; (4) recreation; (5) educational choices; (6) religious, spiritual, or ethical development in the Placed Child's faith or the faith of his/her parents' choice; (7) identification of Placed Child's GH social worker; (8) Placed Child's clothing and weekly allowances; (9) house rules including disciplinary practices and grievance/complaint procedures; (10) school attendance requirements including school dress code and academic expectations; and (11) discharge procedures.

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

3.2 For DCFS, the Health and Education Passport is a Black Binder that consists of four sections: (1) placement documents [yellow index]; (2) medical, dental, and immunization documents [green index]; (3) educational documents [blue index]; and (4) enhancement and other documents such as photos, awards, honors and Life Book items [filed after the educational documents].

For Probation, the Health and Education Passport is a Blue Binder with health and education documents.

If the Black/Blue Binder is not provided by the CSW within twenty-five (25) Days of initial placement of a child, CONTRACTOR shall report lack of receipt of the Binder to DCFS Program Manager. CONTRACTOR shall not be held responsible in an audit for failure to have documents that were in existence at the time of placement but were not provided to CONTRACTOR by COUNTY.

CONTRACTOR shall provide the updated Binder to COUNTY Worker at the time the Placed Child is discharged from CONTRACTOR's program. CONTRACTOR shall update and be responsible for the Binder information only during the course of the placement.

3.3 COUNTY Worker shall provide CONTRACTOR with all educational information and reports in his/her possession to be contained in the Placed Child's Black or Blue Binder, or the equivalent, at the time of placement subject to confidentiality law restrictions. This includes the educational information regarding: (1) the educational providers' names and addresses; (2) the Placed Child's grade level performance; (3) attendance; (4) school records; (5) where applicable, Individualized Education Plan (IEP) and/or special educational services provided; and (6) any other relevant educational information. (For the Health Portion requirements of the Binder, see this SOW, Part C, Section 3.5 below.)

3.3.1 CONTRACTOR shall keep the Placed Child in his/her school of origin until the end of the school year, unless: (1) the child has an individualized education program requiring placement in a nonpublic, nonsectarian school or agency, or in another local educational agency; or (2) the parent or guardian, or other person holding the right to make educational decisions for the child, determines that it is in the best interest of the child to be placed in another educational program.

CONTRACTOR shall immediately, upon placement, enroll the child in school. Such efforts shall be documented and reported to the COUNTY Worker if the Placed Child is not attending school after this time. CONTRACTOR shall communicate and work with the school/school district to determine and meet the Placed Child's educational needs in accordance with the court order(s) and the Needs and Services Plan. CONTRACTOR shall work together with educators, the COUNTY Worker, advocates, and juvenile court to maintain a stable school placement and to ensure that each child is placed in the least restrictive educational program, and has the academic resources, services, and extracurricular and enrichment activities that are available to all pupils based on the best interests of the child [Welfare and Institutions Code, 16000(b)].

- 3.3.2 CONTRACTOR shall, when developing the Needs and Services Plan, identify a specific staff person(s) who is thoroughly familiar with the Placed Child's Needs and Services Plan to: (1) represent the Placed Child at parent meetings, IEP meetings, open houses, etc.; (2) work with the Placed Child's teachers and academic counselor to monitor educational progress, attendance, development, educational level, behavior, assessment of strengths and weaknesses, and the overall academic achievement; (3) encourage and assist the Placed Child to participate in school activities; and (4) arrange appropriate transportation to and from school and after-school activities.
- 3.3.3 CONTRACTOR shall oversee the Placed Child's completion of homework through tutors, volunteers, or staff with the necessary skills to assist with homework. CONTRACTOR shall also engage the Placed Child in age and developmentally appropriate activities. These may include computer access time, tutoring, visits to the library or museums, reading, arts, crafts, music, dramas, and other extra-curricular activities.
- 3.3.4 CONTRACTOR shall, when developing the Needs and Services Plan, arrange for tutoring a Placed Child whose basic skills are below grade level to the extent that these services are available, either from the school district or free services in the community. CONTRACTOR shall provide sufficient computers in good operating condition.
- 3.3.5 CONTRACTOR shall ensure that each Placed Child receives school photos and uniforms when appropriate. CONTRACTOR shall ensure that each Placed Child is given the opportunity to attend his/her prom(s) and graduation(s).
- 3.3.6 CONTRACTOR shall allow educational counselors/staff from the Foster Youth Services Program (FYS) to interview a Placed Child and review the Health and Education Passport to do an educational assessment,⁶ subject to confidentiality laws, DCFS and Juvenile Court policies and Superior Court local rules.
- 3.4 CONTRACTOR shall participate with COUNTY Worker in the development of a Transitional Independent Living Plan (TILP) for each Placed Child 14 years or older and should receive an updated, signed TILP for any Placed Child within 6 months following his/her 16th birthday. CONTRACTOR shall work in conjunction with the COUNTY Worker to implement the Placed Child's TILP as appropriate.
- 3.4.1 For all DCFS Placed Children ages 14 years and older, CONTRACTOR shall work cooperatively with COUNTY Worker and the Placed Children to facilitate the COUNTY Worker's completion of the DCFS 5205 B (Revised 12-02), "Emancipation Preparation Goal Contract," every six months. (Exhibit A-XI)
- 3.4.2 CONTRACTOR shall cooperate with COUNTY Worker to facilitate participation by Placed Children ages 14 years and older in COUNTY's Early Start to Emancipation Program (E-STEP). COUNTY Worker shall make every effort to provide CONTRACTOR with at least two weeks notice of acceptance to the program.

⁶ The Foster Youth Services is a collaboration of a number of private and public agencies including the Los Angeles County Office of Education, DCFS, Probation, Department of Mental Health, and Department of Health Services to address the issues of every child living in a group home. Questions about this program may be directed to Gail McFarlane-Sosa, (DCFS) at (213) 351-5620 or 351-5789.

- 3.4.3 CONTRACTOR shall develop an individualized plan for each Placed Child to provide the Placed Child the opportunity to learn basic living skills and shall facilitate participation by a Placed Child, age 16 and older, in COUNTY's Independent Living Program (ILP), including vocational training, work experience, and educational opportunities. CONTRACTOR shall not discipline a Placed Child by preventing a Placed Child from attending vocational training programs or working on the job. CONTRACTOR shall provide transportation to ILP classes and activities. CONTRACTOR shall develop and/or facilitate the provision of ILP equivalent Services and on-site Emancipation programs for Placed Children unable to participate in mainstream ILP classes or off-grounds Emancipation programs. CONTRACTOR shall assist the emancipating youth to establish connections in the community into which he/she will be going after placement to include counseling, educational, medical, spiritual, and transportation needs.
- 3.4.4 CONTRACTOR shall teach the Placed Child how to set short-term and long-term goals and objectives appropriate to the developmental level of the Placed Child. CONTRACTOR shall discuss possible short-term and long-term goals and objectives with the Placed Child as they relate to his/her Needs and Services Plan, career plans, strengths and interests, and educational possibilities. These discussions of life goals are to help prepare the Placed Child for Emancipation and adulthood, and, where the permanency plan is for Family Reunification, return to his/her family.
- 3.5 COUNTY Worker shall provide CONTRACTOR with all medical information and reports in COUNTY Worker's possession to be contained in the Placed Child's Black or Blue Binder, subject to confidentiality law restrictions. CONTRACTOR shall update the Health Portion of the Placed Child's Black or Blue Binder during the course of treatment. This includes the mental health, dental, and health information regarding: (1) providers' names and addresses; (2) all mental health, dental, and health problems identified and Services provided, visits, and testing; (3) hospitalizations; (4) immunizations; (5) allergies; (6) current medications; and (7) any other relevant mental health, dental, and health information. CONTRACTOR shall obtain all medical and dental information such as immunizations given, medical diagnoses, and prescribed medication. (For the Education Portion of the Black or Blue Binder, see this SOW, Part C, Section 3.2 above.)

CONTRACTOR shall upon placement of each Placed Child, give/mail all the initial original signed medical, dental, and mental health reports to COUNTY Worker within two weeks of each medical, dental, and/or mental health appointment, utilizing the DCFS 561(a), (b), and (c) health care forms (Exhibit A-XIVa, b, and c) and placing copies in the Placed Child's Black or Blue Binder or its equivalent. CONTRACTOR shall thereafter give the original signed medical, dental, and mental health reports to COUNTY Worker at each face-to-face visit, retaining copies in the Placed Child's Black or Blue Binder or its equivalent.

- 3.5.1 CONTRACTOR shall arrange for the necessary medical, dental, and psychiatric needs of the Placed Child to be met in accordance with Exhibit A-IX, Requirements for Medical/Dental Exams for Placed Children, the Medi-Cal program, and Title 22, Division 6, Chapter 1, Section 80075, and Chapter 4, Section 84075. CONTRACTOR shall, to the extent possible, utilize a Child Health Disability Prevention (CHDP) provider Doctor/Dentist, or a provider Doctor/Dentist who does CHDP equivalent exams and performs the initial medical/dental assessment, care, and follow through.

If CONTRACTOR needs assistance in locating a CHDP provider Doctor/Dentist or one who does equivalent exam/services, CONTRACTOR may (1) log onto the web site of the Los Angeles County Department of Health Services at <http://lapublichealth.org/chdp/index.htm>, (2) contact the Placed Child's CSW, (3) contact a DCFS Public Health Nurse, or (4) contact the DCFS Medical Director's Office at (213) 351-5614.

If a Placed Child does not have valid proof of Medi-Cal coverage, CONTRACTOR shall immediately contact the Foster Care Hotline (800-697-4444) and notify the COUNTY Worker.

CONTRACTOR shall take all necessary steps to arrange for any Placed Child in its care with a known history of psychiatric problems (including hospitalizations) to receive a clinical evaluation, provided that such evaluation is authorized by the DMH, and submit the written results of such tests, when in possession, to the COUNTY Worker.

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

- 3.5.2 CONTRACTOR shall administer all prescription and non-prescription medication in accordance with Title 22, Section 80075. CONTRACTOR shall record type, date, and time of all prescription and non-prescription medication administered to the Placed Child.

At the time of a child's replacement, CONTRACTOR shall entrust any medications and court authorizations for the administration of psychotropic drugs to the COUNTY Worker or juvenile hall staff.

- 3.5.3 CONTRACTOR shall arrange for Placed Children on psychotropic medication to have a psychiatric/psychological assessment, indicating the Placed Child's diagnosis, need for treatment, prognosis, and possible side effects of the medication. CONTRACTOR shall arrange for the Placed Child to receive monthly evaluations by the prescribing physician unless otherwise documented by the physician.

CONTRACTOR shall monitor for each psychotropic medication that: (1) the prescribing physician submits a request and obtains court authorization; and (2) these requests and orders are renewed every six months (Exhibit A-X). Upon receipt from the COUNTY Worker or physician, CONTRACTOR shall maintain copies of the court authorizations in the Placed Child's case record.

CONTRACTOR shall incorporate into the treatment plan all psychotropic medication(s) the Placed Child receives. See Exhibit A-I, Foster Care Bill of Rights, and Exhibit A-II, Legal Rights of Teens in Out-of-Home Care.

- 3.6 CONTRACTOR shall have an emergency intervention plan approved by Community Care Licensing for a Placed Child that incorporates all of the requirements of Title 22,

Division 6, Chapter 5, Subchapter 3 regarding emergency intervention (if CONTRACTOR uses manual restraints), including the involvement of:

- the administrator or designee to give written approval and provide personal observation of the Placed Child for a restraint continuing over 15 minutes as specified in Section 84322(f)(2)(A);
- a facility social worker to give written approval (or verbal approval by telephone) for a restraint continuing over 30 minutes as specified in Section 84322(f)(2)(B); and
- the administrator or designee and a facility social worker to evaluate the Placed Child every 30 minutes after the first 30 minutes as specified in Section 84322(f)(2)(D).

All child care and supervision staff, administrators or designees, and facility social workers shall be trained in the procedures to activate the emergency intervention plan. If, after all relevant procedures of the emergency intervention plan have been exhausted, the Placed Child needs an emergency psychiatric assessment for acute psychiatric hospitalization, CONTRACTOR shall contact DMH Access (**1-800-854-7771**) and the COUNTY Worker.

CONTRACTOR shall readmit any child referred by CONTRACTOR to a psychiatric hospital after the Placed Child is discharged from the hospital. Exceptions to this rule are if: (1) CONTRACTOR and COUNTY Worker mutually agree that the child's readmission jeopardizes the health and safety of that child or others in the facility; or (2) a mutual treatment decision is reached with Program Manager not to return the child to the facility. CONTRACTOR shall immediately notify the Placed Child's COUNTY Worker of the decision not to readmit.

CONTRACTOR shall participate in case conferences for Placed Children in a psychiatric hospital when requested by COUNTY.

- 3.7 CONTRACTOR shall provide or arrange transportation to: (1) school; (2) medical, dental, mental health, and counseling appointments; (3) planned activities; and (4) for Probation minors, provide transportation to all court hearings. CONTRACTOR shall provide or arrange other transportation needed to carry out the COUNTY Worker's case plan and the CONTRACTOR's Needs and Services Plan as agreed upon with the COUNTY Worker. These activities may include transportation to visits with the family/siblings/relatives and prospective adoptive families, religious services of Placed Child's or family's preference, extra-curricular or recreational activities, ILP, job training, place of child's employment, teen clubs, adoption-related events, etc. Transportation arrangements may include the family, teaching the Placed Child to take public transportation, arranging transportation with other care providers, outreach advisors, ILP coordinators, COUNTY Workers, etc. CONTRACTOR's provision of transportation services and transportation expenses shall never be less than stated in CONTRACTOR's Program Statement or the requirements of this paragraph.⁷
- 3.8 COUNTY and CONTRACTOR mutually agree that the lack of stability in placement is harmful to children and that the goal of this section is to maximize communication to lead to increased stability for children. All reasonable efforts shall be made to stabilize a child's placement and to determine with the COUNTY Worker whether any additional Services may be provided to the child without resorting to replacement.

⁷ COUNTY will convene a workgroup comprised of CONTRACTORS, school district representatives and COUNTY to develop recommendations to improve school transportation protocols and resources

CONTRACTOR shall fax or e-mail in advance of any anticipated replacement a Notice of Intent to Discharge to the Service Planning Area (SPA) Office Administrator, COUNTY Program Manager, and COUNTY Worker's supervisor. The notice shall document: (1) the problems jeopardizing the placement [with dates, times, and frequency of occurrence]; (2) incidents requiring law enforcement or mental health intervention [with dates and times]; and (3) CONTRACTOR's efforts to stabilize the placement. Within 3 calendar days of the notice to COUNTY, CONTRACTOR shall convene a face-to-face case conference including COUNTY representatives (CSW, SCSW, Resource Utilization Management, and others pertinent to the case).

CONTRACTOR shall contact DCFS Service SPA Office Administrator to resolve problems in the scheduling of the case conference or conflicts regarding the discharge plan.

CONTRACTOR shall pursue the Performance Target for Placement Stability (See Performance Measure Summary 2.0 above).

- 3.9 CONTRACTOR shall establish a policy, consistent with Welfare and Institutions Code, Section 362.05, which promotes and protects the ability of Placed Children to participate in age-appropriate extracurricular, enrichment, and social activities. Caregivers shall use a prudent parent standard in determining whether to give permission for a Placed Child to participate in extracurricular, enrichment, and social activities. Caretakers shall take reasonable steps to determine the appropriateness of the activity in consideration of the Placed Child's age, maturity, and developmental level.

CONTRACTOR shall provide opportunity for and encourage, as appropriate, activities in accordance with the Needs and Services Plan including: (1) group interaction activities, both at the GH site and in the community; (2) physical activities such as games, sports, and exercise, both at the GH site and in the community; (3) individual and family-oriented leisure time activities; (4) educational activities such as assistance with homework; (5) daily living skills activities such as bathing, dressing, grooming, manners, shopping, cooking, money management, and use of public transportation; and (6) at least 2 planned social/recreational activities per month for Placed Children such as going to a movie, eating out, skating, etc. (to be paid for by the CONTRACTOR).

Each Placed Child who is capable shall be given the opportunity to participate in the planning, preparation, conduct, cleanup, and critique of planned activities.

- 3.10 For programs serving children diagnosed as mentally disordered, CONTRACTOR shall arrange at least monthly consultation regarding program Services from a psychiatrist, clinical psychologist, or licensed clinical social worker [Title 22, Section 84065(f)].

For programs serving children diagnosed as Developmentally Disabled, CONTRACTOR shall arrange at least monthly consultation regarding program Services from a qualified mental retardation professional [Title 22, Section 84065(g)].

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

- 3.12 CONTRACTOR shall create a home-like, child-friendly environment and encourage each Placed Child to personalize his/her bedroom.
- 3.13 CONTRACTOR shall monitor for compliance that: (1) Placed Children are not exposed to second-hand smoke; and (2) Placed Children under eighteen (18) years of age do not use any tobacco products under any circumstances.
- 3.14 CONTRACTOR shall provide for the special dietary needs of the Placed Child including, but not limited to, vegetarian diets, religious diets, or diets based on health needs as identified in the Needs and Services Plan. CONTRACTOR shall inform COUNTY Worker when special dietary needs arise due to medical problems/conditions.
- 3.15 CONTRACTOR shall maintain for each Placed Child: (1) a written inventory of clothing; and (2) clothing receipts with a description of the item(s) purchased written on each receipt. CONTRACTOR shall update clothing inventories whenever clothing items are added from any source or removed for any reason from the Placed Child's clothing supply.
- 3.15.1 CONTRACTOR shall provide each Placed Child the amount of clothing listed within the timeframes stated in the Clothing Standard (Exhibit A-VI).
- CONTRACTOR shall provide a regular monthly clothing allocation starting not more than 30 Days following the date of placement in the amount of at least \$50 from the AFDC-FC payment to be spent on clothing. Donated clothing may supplement but not supplant the \$50.
- After reaching the Clothing Standard, the \$50 may be spent on clothing and/or accessories.
- After reaching the Clothing Standard, the Placed Child may decide to carry over any accrued amount of clothing allowance for use in the following months. Any amount not spent must be deposited in the Placed Child account and shall accompany the child when the child's placement is terminated.
- 3.15.2 CONTRACTOR shall plan with the Placed Child and arrange for the purchase (as appropriate) of school uniforms, sports clothing, sports equipment, special-occasion clothing, and other necessary items for dances, proms, and graduation.
- 3.15.3 CONTRACTOR shall provide each Placed Child with clothing without requiring the Placed Child to purchase clothing with his/her own funds. Notwithstanding the limitations of the SOW, Part C, Sections 3.15.2, 3.15.3, and 3.20, if an expensive item(s) is desired that is not within CONTRACTOR's budget for sufficient clothing, the Placed Child may purchase the desired item(s) voluntarily.
- 3.15.4 Clothing shall fit according to industry size charts and shall in no situation be too small or more than two sizes larger than actual measurements indicate. The clothing shall also be clean, in good condition, and appropriate for the intended use and season, including the school dress code. In no event shall CONTRACTOR provide used/second hand underwear or shoes. CONTRACTOR may use donations of new clothing to achieve the Clothing Standard. The Placed Child shall be involved in the selection of clothing based on the developmental level of the child. The clothing is the property of the Placed Child and shall be retained by the Placed Child or his/her representative upon termination of placement. CONTRACTOR shall provide for laundry, dry

cleaning, and mending of clothing. CONTRACTOR shall label a Placed Child's clothing for identification purposes.

3.15.5 CONTRACTOR shall provide for the storage and security of each Placed Child's clothing during the entire term of placement. CONTRACTOR shall document all losses as part of the clothing inventory, including a brief description of the circumstances involved. Any instances of more than two (2) clothing losses within six (6) months shall be reported to the COUNTY Worker.

3.15.6 When the Placed Child is discharged, CONTRACTOR shall ensure that the Placed Child's clothing and personal belongings accompany the Placed Child to the next placement. If the Placed Child runs away, CONTRACTOR shall gather these together, alert the COUNTY Worker that such belongings are at the GH, and, if the COUNTY Worker does not collect the belongings, store them for up to 14 calendar Days from the date of notification.

After 14 Days, CONTRACTOR shall contact and inform the COUNTY Worker that the belongings will be mailed to the COUNTY Worker or his/her supervisor at COUNTY's expense unless an alternate plan is agreed upon.

For the Probation Placed Child, CONTRACTOR shall hold clothing and personal belongings for up to 60 Days and make diligent efforts to contact parents or guardians to pick them up.

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

3.17 CONTRACTOR shall: (1) supply each Placed Child, initially and replace as needed, with new personal hygiene and personal care items. These shall include the Placed Child's own toothbrush, toothpaste, comb and other hair-care items, shampoo, soap, deodorant, sanitary napkins, etc.; (2) offer each Placed Child choice among brands as long as the cost is reasonable; and (3) provide each Placed Child specific brands necessary for health reasons.

CONTRACTOR shall monitor the use of all products in aerosol or glass containers.

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

3.18 CONTRACTOR shall provide each Placed Child a base allowance appropriate to age and reasonably commensurate with peer group standards. The base amount shall not be less than the following amounts: \$3.00 (5-8 years); \$5.00 (9-13 years); and \$7.00 (14-17 years) per week, starting with the first full week of placement. Allowances may be increased beyond the base amount according to a point/levels/rewards behavior management system.

3.18.1 If a Placed Child is unable to handle money, CONTRACTOR shall provide the Placed Child with instruction on how to handle money and put the Placed Child's money in a secure place until the Placed Child is able to handle his/her money independently.

- 3.18.2 CONTRACTOR shall maintain a log indicating the date, the amount of allowance the Placed Child received, and the Placed Child's signature (when age appropriate) upon receipt of the allowance.
- 3.18.3 CONTRACTOR and COUNTY Worker shall mutually agree on the method of securing the Placed Child's income and monitoring the Placed Child's use of funds, including the establishment of a bank account where appropriate. CONTRACTOR shall encourage Placed Children age fourteen (14) and older to save their earnings for Emancipation.
- 3.18.4 The Placed Child's allowance, earnings, or other income may be applied toward special clothing items, tools, and other personal property above the basic Services to be provided by CONTRACTOR herein. Beyond supervision of spending for appropriateness, age, safety, and health, CONTRACTOR shall permit the Placed Child to spend his/her allowance, earnings, and other income in accordance with the Needs and Services Plan and as the Placed Child desires.
- 3.19 CONTRACTOR may apply monetary consequences in accordance with the Foster Youth Bill of Rights (Exhibit A-I). Independent Living Program (ILP) incentive money is considered "income" to the Placed Child and shall not be withheld from the Placed Child by CONTRACTOR.
- CONTRACTOR shall maintain an account of monetary fines collected.
- For Probation Wards only, Court ordered restitution may be withheld from earnings.
- 3.20 CONTRACTOR shall not require a Placed Child to use his/her allowance or earnings to purchase items CONTRACTOR is required to provide. These items include: (1) clothing; (2) personal care/hygiene items; (3) activities [See this SOW, Part C, Section 3.9, above.]; (4) diapers, baby clothes, babysitter, etc., for child(ren) placed with a minor parent if CONTRACTOR receives infant supplement money; (5) school supplies; and (6) meals.
- CONTRACTOR shall not substitute monetary allowances with non-monetary items such as clothing, food, and other items that CONTRACTOR is required to provide.
- 3.21 CONTRACTOR shall encourage and assist each Placed Child in creating and updating a life book/photo album of items that relate to childhood memories. CONTRACTOR shall ensure that the life book/photo album accompanies the child at the time of replacement.

EXHIBIT A-I

FOSTER YOUTH BILL OF RIGHTS

FOSTER YOUTH BILL OF RIGHTS

The California Youth Connection, a statewide organization of youth in the foster care system, has written the "Foster Youth Bill of Rights". It is an objective of foster care to ensure that the personal rights of individuals who are in out-of-home care are protected subject to limitations inherent in the foster caregiver's responsibility to ensure resident safety, safety of others and foster caregiver's role as parent as described in the case plan/case plan update, court order and treatment plan. Any restrictions on the rights of any individual child must be approved by COUNTY Program Director on a case by case basis. These rights include the following:

- 1) The right to be treated with respect.
 1. The facility shall ensure that the resident and his/her authorized representative(s) are offered the opportunity to participate in the development of the needs and service plan. 84068.2(d)
 2. Facilities shall ensure that privacy rights of residents are respected. Individual privacy shall be provided in all toilet, bath, shower and dressing areas. 84088(b)(4)
 3. Staff shall treat residents with respect and shall be prohibited from humiliating, intimidating, ridiculing, coercing or threatening residents. 80072 (a)(3)
 4. Access to bathrooms shall not be unreasonably limited during waking or sleeping hours.
 5. Residents shall have the right to be free to attend religious services and activities of his/her choice and to have visits from the spiritual advisor of his/her choice. Attendance at religious services, in or out of the facility shall be on a completely voluntary basis. 80072(a)(5)(A)
 6. Residents shall have the right to have visitors visit privately during waking hours without prior notice, provided that such visitations are not prohibited by the resident's needs and services plan; do not infringe upon the rights of other residents; do not disrupt planned activities; and are not prohibited by court order or by the resident's authorized representative(s). 84072(b)(5)
- 2) The right to adequate living conditions.
 7. The home must meet licensing standards.

8. Residents shall have the right to privacy in their own rooms and shall not be prohibited from closing the doors to their rooms absent specific concerns for the safety of the resident.
 9. Residents shall be allowed to possess and use their own toilet articles. 84072(b)(7)
 10. Residents shall have access to individual storage space for their private use. 84072(b)(10)
 11. Residents shall possess and use his/her own personal items unless prohibited as part of a discipline program. 84072(b)(9)
 12. Residents shall be provided with adequate food pursuant to 80076, including between meal nourishment or snacks. 80076(a)(4)
 13. Residents who require special diets including vegetarian diets, religious diets or diets based on health needs shall be provided with appropriate food.
 14. Residents shall not be required to perform chores which are beyond the scope of expectations as outlined in the house rules or discipline information reviewed at placement by COUNTY worker and resident except on a voluntary basis and for compensation.
- 3) The right to adequate voluntary medical, dental and psychiatric care.
15. Non-medical staff shall not make medical decisions about the severity of an illness or injury or screen resident requests for medical attention without consultation with a physician, a nurse or a trained health practitioner.
 16. Psychotropic medications shall not be administered without parental consent, court order or compliance with court policy for administration of psychotropic medications.
 17. Facility staff shall respect the confidentiality of residents' medical or psychiatric treatment. Information about this treatment shall not be generally available to staff.
 18. Residents have the right to a second opinion if requested before being required to undergo intrusive medical, dental or psychiatric procedures provided there is a resource for payment such as private insurance coverage for the resident, Medi-Cal authorization, etc.

19. Residents have the right to contact their COUNTY social worker regarding receiving or rejecting medical care or health related services. 80072(a)(9)
- 4) The right to fair treatment in administering rewards and punishments.
20. Facilities shall develop, maintain and implement written facility discipline policies and procedures meeting the requirements specified below:

Staff, residents and authorized representatives shall receive copies of such policies and procedures and copies of such policies and procedures shall be maintained in the resident's record.

Any form of discipline which violates a resident's personal rights as specified in Sections 80072 and 84072 shall be prohibited. 84072.1(a)(b)

New resident's should not always/automatically start on the lowest level of the incentives system.

Level assignment and privileges shall be consistent with the case plan/case plan update/court order(s).

They should not be punished for being new and/or being moved.
 21. Residents shall have a right to appeal disciplinary actions that result in a loss of privileges. This appeal includes a right to notice of an alleged infraction and the intended punishment, as well as a decision by a third party, using the grievance procedure as described by the foster caregiver in the orientation to placement.
 22. Residents have a right to file a complaint with the facility, as specified in Section 84072(b)(2).
- 5) The right to contact with family members, COUNTY social workers, attorneys, Court Appointed Special Advocates and other designated adult supporters.
23. Residents shall have access to telephones in order to make and receive confidential calls, provided that such calls are not prohibited by the resident's needs and service plan; are not prohibited as a form of discipline; do not infringe upon the rights of other residents; do not restrict availability of the telephone during emergencies and are not prohibited by court order or by the resident's authorized representative(s). 84072(b)(11)
 24. Calls to the resident's authorized representative or placement agency or family members included in the service plan shall not be prohibited as a form of discipline. 84072(b)(11)(C)

25. Residents shall send and receive unopened correspondence, including court reports, unless prohibited by court order or by the resident's authorized representative(s). 84072(b)(12)
 26. The facility will promptly and completely answer communications to the facility from resident's relatives and/or authorized representative(s). 84072(b)(4)
 27. Level systems shall not restrict personal rights as defined in Title 22, Section 84072. These include the right to approved visitors; telephone calls to parents or relatives included in the case plan, COUNTY social workers, Court Appointed Special Advocates or attorneys; access to correspondence; and access to medical care.
- 6) The right to education and community involvement.
28. Residents shall have the right to attend public school unless otherwise specified in their case plan.
 29. Residents shall have the right to participate in extracurricular activities in accordance with the case plan. The facility shall provide transportation necessary to participate in these activities to the extent possible and agreed upon. The facility shall make it possible for residents to attend church and community activities. 84079(a-c)
- 7) The right to work and develop job skills.
30. Residents shall be allowed to participate in education, employment and ILP services. Access to these services shall not be withheld. Transportation arrangements for residents who do not have independent arrangements shall be made. 80022(b)(10)
 31. The facility shall assist each youth age 14 or over to develop vocational skills and obtain documents necessary for employment. This may also include providing assistance in job training.
 32. The facility shall support each youth who so desires in obtaining and maintaining employment by providing transportation, assisting in purchasing uniforms and providing other forms of support to the extent possible and agreed upon.
- 8) The right to social contacts.
- Reprise 6. Residents shall have the right to have visitors visit privately during waking hours without prior notice, provided that such visitations are

not prohibited by the resident's needs and services plan; do not infringe upon the rights of other residents; do not disrupt planned activities; and are not prohibited by court order or by the resident's authorized representative(s). 84072(b)(5)

Reprise 23. Residents shall have access to telephones in order to make and receive confidential calls, provided that such calls are not prohibited by the resident's needs and service plan; are not permitted as a form of discipline; do not infringe upon the rights of other residents; do not restrict availability of the telephone during emergencies and are not prohibited by court order or by the resident's authorized representative(s). 84072(b)(11)

Reprise 25. Residents shall send and receive unopened correspondence unless prohibited by court order or by the resident's authorized representative(s). 84072(b)(12)

9) The right to adequate clothing.

33. Residents shall possess their own clothes. 84072(b)(6)

10) The right to a reasonable allowance.

34. Residents shall be provided an allowance no less frequently than once per month unless regulatory exception criteria are met. 84077(a)(2)

35. Residents shall possess and use their own cash resources except as specified in Section 84026. 84072(b)(8)

36. Residents' allowances may not be withheld unless regulatory criteria are met. Any amount of a resident's allowances that is withheld as a form of discipline must meet the requirements of 84026(a-c), including the requirements that the fines shall be used for the benefit of the individual resident or all residents in placement, separate accounting, etc. The circumstances under which fines are to be imposed shall be specified in writing. Allowances may not be withheld because a resident is working. 84026(a-c)

37. Residents' cash resources, including allowances, shall not be used for any basic services specified in the regulations such as toilet articles or basic clothing needs. 80026(f)

EXHIBIT A-II

LEGAL RIGHTS OF TEENS IN OUT-OF-HOME CARE

LEGAL RIGHTS OF TEENS IN OUT-OF-HOME CARE

**REVISED
SEPTEMBER 2003**

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INTRODUCTION

This booklet covers some of the areas of the law that might concern a person in out-of-home care. ***Legal Rights of Teens in Out-of-Home Care*** tries to answer some of the questions you might have about your out-of-home care, courtroom appearances, group home, foster home, and emancipation.

After reading ***Legal Rights of Teens in Out-of-Home Care***, if you think there are other topics that should have been covered, or other things that should have been emphasized, please let us know. We'd like your opinion.

The rights explained in this booklet are your *legal* rights. Just knowing your rights is not enough -- using your rights with common sense will help you get along even better. There is a lot of practical advice available from books, magazines, peers, and social workers that you can put to use. We know we can't cover it all, but we hope we've given you a good start.

If you have trouble understanding what certain words mean, find them in the ***Index*** at the end of this booklet. It lists some of the complex words and phrases used here and the page number that has a definition for each word. Endnotes are also available in this booklet to help you find the laws that guarantee your rights.¹

Special thanks to the youth who helped in the production of this manual: Kashi Hernandez, Kamiza Sutton, Phyllis Carter, Amanda Ott, Tracy Fallon, Annie Devi, Mike Van Vorce, T.J. Sargent, Taneeka Blackburn, Susana Lopez, Marvin Hurd, Conyey Brown and Myeshia Grice.

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OUT-OF-HOME CARE

What is out-of-home care?

Out-of-home care, also called foster care, is a 24-hour state-supervised living arrangement for children and youth who are in need of temporary or long-term substitute parenting. The goal of out-of-home care is to protect and care for you when your parents cannot. While you are in care, a social worker will attempt to reunify you with your family, if possible. If being with your family is not possible, then a social worker will try to find you another permanent place to live.

When you are in out-of-home care, you may live in a public shelter, a foster home, a relative's home, or a group home. You have a right to live in the "least restrictive" and most family-like place that can meet your needs and to live as close to your family as possible.²

How do children and youth get into out-of-home care?

In most cases, children and youth are placed in out-of-home care after they have been removed from their home and a court has found their parents cannot care for them. In some cases, parents voluntarily arrange for their children to be placed in out-of-home care.

Who decides whether and when I return to my parent(s)?

The judge. If you are removed from your home, your parent(s) will have to follow a "reunification plan" before you can return. This plan is to make sure that you will be safely cared for at home.

In deciding whether to return you to your home, the judge will get input from many people, including your social worker, probation officer, and attorney. The judge makes the decision through a series of hearings in which you have the right to participate. See the section called ***Role of the Courts***.

What is a "case plan"?

Your case plan³ is a written document that sets out specific steps the social service agency and your family will take to try to resolve the problems that led to your being removed from your home. The Social Service Agency must complete a case plan within 30 days of your removal from home.⁴ It must take into account your best interests and special needs.⁵ See the box on the next page for what must be in the case plan.⁶

The case plan must include your health and medical records.⁷ It should be updated whenever your placement changes⁸ and at least every six months.⁹ In some counties, older foster youth are part of the case planning process. Ask your social worker if you want to participate.

CONTENTS OF THE CASE PLAN

A case plan must have:

- the long-term goal for your welfare,
 - the type of foster care where you will be placed,
 - why that placement is appropriate for you,
 - a plan for your proper care,
 - a plan for ensuring that you and your family receive services,
 - why those services are appropriate for you and your family,
 - a visitation schedule for your parents and siblings, and
 - a transitional independent living plan if you're 16 or older.
-
-

What is a transitional independent living plan?

It's a plan for how you will get the skills and help you need to be able to live on your own. You have a right to receive a copy of this plan.¹⁰ See the section called ***Independent Living*** for more details.

Can I see my case plan?

Yes, if you are over 10. It is part of the court record of each hearing, so you can get a report of its contents at each hearing.¹¹

ROLE OF THE COURTS

What is a juvenile court?

A juvenile court is a court of law that is in charge of child abuse and neglect cases, as well as delinquency cases.

What is a juvenile court petition?

A petition is a request that the court become involved in a child's life. There are three kinds of petitions, named after numbered sections of California law, the Welfare and Institutions Code:

- **300 Petition**
- **601 Petition**
- **602 Petition**

A **300 Petition** is filed by CPS for abused or neglected children and youth and will state -- "allege" -- the reasons - that CPS workers think a child needs protection.¹² If the court agrees with the petition - "sustains" -- at the jurisdictional hearing, the child becomes a "dependent" of the court.

A 300 petition is filed because of your parents' behavior. The following two petitions will be filed because of your behavior.

A **601 Petition** is filed by the Probation Department and alleges that a child has either run away, been truant from school four or more times within one school year, violated curfew, or regularly disobeyed his or her parents.¹³ These are violations that are unlawful because of your age, your "status" as a minor. If the court finds the petition is true, the youth becomes a "ward" of the court and is known as a "status offender." (Some counties treat runaways under Section 300.)

A **602 Petition**, filed by the District Attorney's Office, alleges that a child has committed an act that would be considered a crime if it had been committed by an adult.¹⁴ Like the 601 Petition, if the court sustains this petition, the result is that the youth becomes a ward of the court as a delinquent.

This booklet does not discuss the court process for wards. However, the court may place wards in foster homes and group homes and in those placements wards have many of the same rights as dependents.

What kinds of hearings are there?

There are several kinds of hearings for young people who are or may be "dependents."

- Detention hearing
- Jurisdictional hearing
- Disposition hearing
- Dependency status review
- Permanency planning hearing
- Termination of parental rights hearing

The *detention hearing*¹⁵ happens at the very beginning of a case when a youth has been removed from home by a social worker because of an emergency. The judge decides whether to let you go back home or to order you to stay in temporary foster care. The detention hearing must take place no later than three days after you've been removed from your home. Even if the judge lets you return home or to a relative, he or she may order the Department to supervise your care.

If you are placed in emergency or temporary foster care, then the judge must set a hearing date within 15 days of the time you enter temporary placement. If you're at home, the hearing must be within 30 days of the filing of the petition.¹⁶ These hearings can be postponed if all the lawyers agree.

At the *jurisdictional hearing*,¹⁷ the judge decides whether the allegations of the 300 Petition are true (sustained). Both you and your parents have the right to an attorney at this hearing. The judge may hear witnesses and other evidence. If the judge sustains the petition, you become a dependent of the court. The next step is to decide what should happen to you.

At the *disposition hearing*,¹⁸ the judge decides where you should live while your parents try to solve their problems. It can take place at the same time as the jurisdictional hearing, but can be scheduled for later.

For the hearing, the Department files a report on your situation,¹⁹ called a "social study." The report makes recommendations for your care. It must also explain what should be done to help you return home. The report must also spell out visitation by relatives. The family members and lawyers involved in the case have a right to a copy.

The court reviews your case at a *dependency status review*,²⁰ at least every six months. The court will look at reports and decide whether the reasons you got into foster care still exist, if your placement is right, whether your case

plan is being followed, and whether your parents are following the reunification plan (if there is one).²¹ You or your lawyer can participate.²² You also are entitled to get notice of the review at least 15 days ahead of time.²³

The *permanency planning hearing*²⁴ determines your future placement, though really every hearing is supposed to look at this goal. It must be held no later than 12 months from the date that you entered care. The first thing the judge decides is whether you can return home. If the judge doesn't allow a return home, then there are four choices:

- *Schedule a second and final permanency planning hearing in about six months.*²⁵ The judge will do this only if it's possible that you may be able to return to your parents in the next six months. At that hearing, the judge will send you home or select one of the following options.
- *Adoption.*²⁶ See the section on **Adoption**.
- *Legal guardianship.*²⁷ The judge will look at this option only if adoption is not an available option.²⁸ See the section of this booklet called **Guardianship**.
- *Long-term out-of-home care.*²⁹ The judge will look at this option only if all the other options are not possible.

If the court finds you cannot go home and can be adopted, the court will terminate your parents' rights.

After the permanency planning hearing, the court will continue to review your case every 6 months.

Can a judge decide where and with whom I live at these hearings?

Yes. If you can't live with your parents, a judge can place you with either a relative, or in a foster or a group home. You should tell the judge your views on where you want to live.³⁰

“BEST” PLACEMENT

In deciding where and with which person you should live, the judge will look at each candidate’s moral character and ability to:

- be effective in guiding your behavior,
 - provide for your needs,
 - facilitate visitation, and
 - keep siblings together
-

A judge will also decide whether you can visit with your parents and other family members while you are in out-of-home care and what types of services you and your family may need to be reunified.

Can I go to hearings where the judge makes decisions about my future?

Yes. You also have the right to make a statement to the court about any decision that has to do with your placement or whether to return to your parents.³¹ You can also ask the judge to talk with you privately, "in chambers," without your parents around.

You also have the right to petition the juvenile court yourself to change, modify, or set aside any order it makes. That means that you can ask for hearings about your case. This includes hearings to end the court's jurisdiction and involvement.³²

Of course, your attorney will help you do these. Even adults cannot do them on their own. You can also just go to observe -- you don't have to say anything unless you choose to.

How do I find out about these hearings?

The court must notify you in writing of the date, time, and place of each hearing.³³

Can I have an attorney to represent me at these hearings?

Yes. You have the right to have an attorney represent you. Your attorney is responsible to do everything in his or her power to protect your interests. You have the right to meet with your attorney alone before the hearing.³⁴

How do I get an attorney?

The court must appoint an attorney for you, unless the judge believes that you would not benefit by having an attorney. If you don't have an attorney and think that you need one, tell the judge what you think. The judge must give the specific reasons why you would not benefit from having an attorney if he does not appoint an attorney for you.³⁵

What is the attorney supposed to do?

Your attorney is responsible to investigate facts, interview witnesses, make recommendations to the court concerning your welfare and participate further in the court proceedings to the degree necessary to adequately represent your interests. Your attorney must interview you and take into account your wishes when making his or her recommendations to the court. The same attorney who represents you at the detention hearing is responsible for representing you at all later hearings unless he is relieved by the court for not doing an acceptable job in protect your interests or unless the court substitutes him for another attorney.³⁶

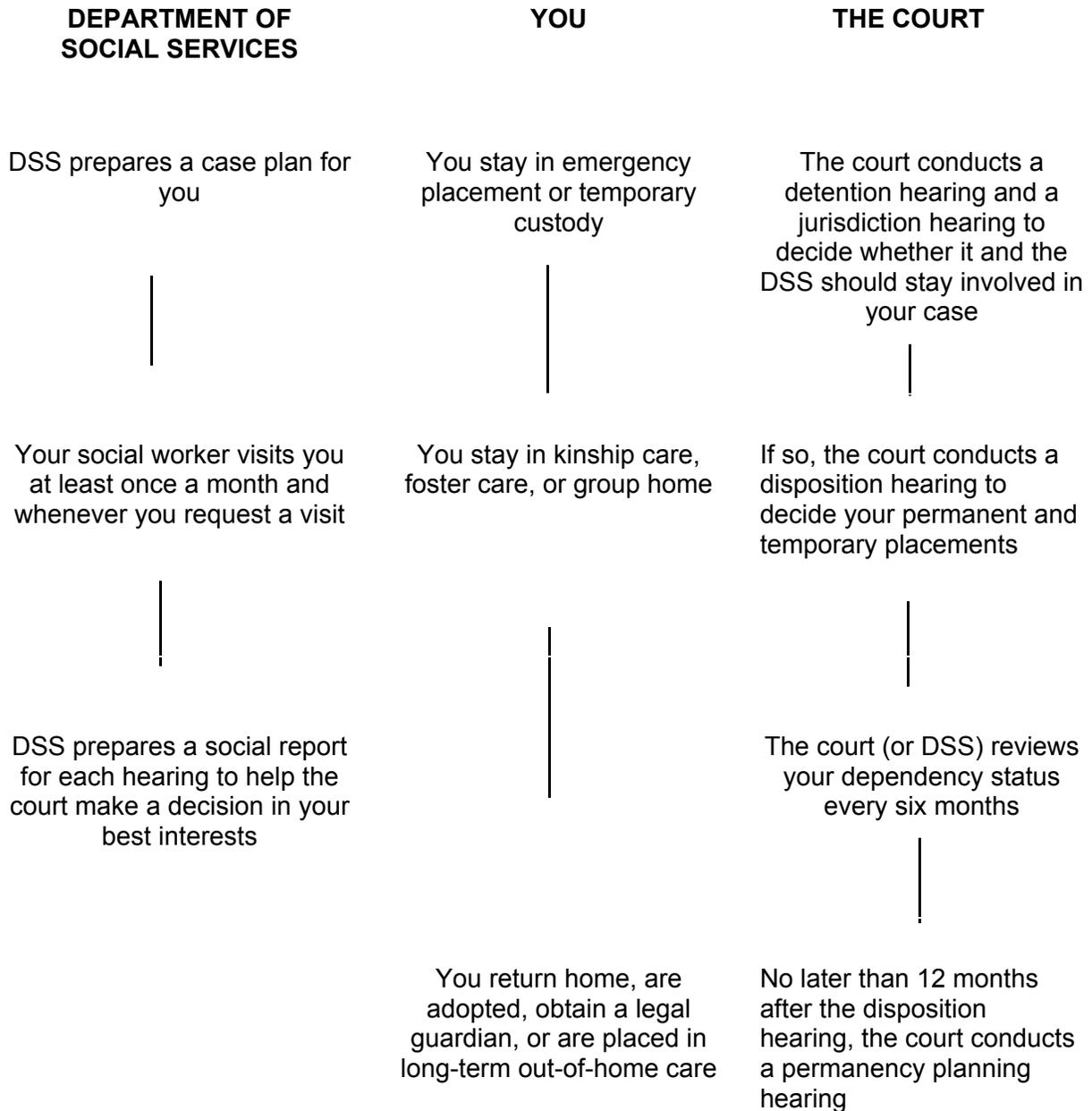
Who else can attend these hearings?

Your parents, their attorneys, your guardian or foster parents (if you are living with a foster family) and their attorney, your social worker, and your court-appointed special advocate (CASA). Any blood relative who cares about your case can also attend.³⁷ Non-relatives who are not legal guardians but who have been taking care of you on a day-to-day basis can also attend.³⁸

What is a "social study"?

A social study is a written report that your social worker writes and gives to the judge before the hearings about your situation in out-of-home care. You or your attorney have a right to know what the report says at least 10 days before each status review hearing.³⁹

WHAT HAPPENS WHEN YOU ARE REMOVED FROM YOUR HOME FOR ABUSE OR NEGLECT



TYPES OF PLACEMENTS

Where will I be sent to live once I am placed in out-of-home care?

There are several different types of placements where you may be sent, depending on the circumstances of your case. A *foster home* is a family setting, where you live with foster parents and up to 5 other foster children. A *group home* is a residence where you live with other children. Most group homes have paid staff who usually do not live in the group home. Services are provided to you in a group setting, though group homes should be as family-like as possible. *Kinship care* is a home with relatives other than your parents. The court will try and place you with a family member when possible.

What is "custody"?

"Legal" custody is the right and responsibility to make the decisions relating to your health, education, and welfare.

"Physical" custody means the place you live and who is directly supervising you.

How does the social service agency get legal custody?

There are two ways the state social service agency can get legal custody of you:

- voluntary placement⁴⁰
- court placement⁴¹

A *voluntary placement* is when parents agree to let the social service agency take care of their child. A *court placement* is when the social service agency asks the court for custody of a child because the child has been abused or neglected.

See the section of this booklet on ***Role of the Courts*** to get more information on the court process.

Who makes the decision where I will go to live?

The social worker usually decides.⁴² For example, a social worker decides which foster home to send you to or whether you should live in a group home. A judge can overrule the social worker and decide that you should live with a relative. A judge may also decide that your placement is not appropriate and order the social worker to find a new placement for you. See the section on ***Out-of-Home Care***.

What if I don't get along with the foster parent, the group home staff, or my social worker?

Talk to the person you don't get along with. Many times you can solve even big problems through honest discussion. You should also tell your social worker. If this doesn't work, you may want to consider filing a complaint. Every group home is required to have written complaint procedures. You cannot be punished for filing a complaint. The home's grievance procedures should be posted in a location accessible to you. If not, ask one of the staff what to do - they are required by law to inform you of how to file a complaint.⁴³ If you live in a foster home, your foster parents must give you the address and phone number of where to file confidential complaints and how to do so.⁴⁴ If your complaint is with your social worker, you should consider talking to or sending a letter to the worker's supervisor. If you have an attorney, you should also talk to him or her.

GUARDIANSHIP

What is the difference between a foster parent and a legal guardian?

A *foster parent* is licensed by the state. A court may place you with foster parents after finding that your parents are unable to take care of you properly. The agency selects the foster parent to care for you. The foster parent is not legally responsible for you. The court and the child protection agency are responsible. The agency can remove you from the home of the foster parent without court approval.

A *legal guardian* has legal custody of you. The guardian stands in the place of your parent in providing physical needs, such as food, clothing, shelter, medical care, and education. The guardian can make medical and educational decisions for you.

What is a guardianship?

Guardianship is one of the permanent plan options the juvenile court can order for you if you cannot be safely returned to your parents.⁴⁵ See the section on ***Role of the Courts***. A guardianship suspends the rights and responsibilities of your parents and gives legal authority and responsibility to care for you to a responsible adult who becomes your legal guardian. The legal guardian will be an adult who has some relationship to you, like a relative or a family friend. Guardianship is not permanent. The court can end a guardianship. The agency cannot end a guardianship without court approval.

When does the guardianship end?

When you turn 18. It also may end sooner if you go back to court and get another order.⁴⁶ It will also end in the case of your adoption or marriage.⁴⁷ You, your parent, or the guardian can petition the court to end a juvenile court guardianship.

ADOPTION

What is adoption?

Adoption is the first permanent plan option the court must consider when you cannot be safely returned to your parents.⁴⁸ See the section on ***Role of the Courts*** for more information about permanency planning.

Unlike guardianship, which is only temporary, adoption is legally permanent. Once you become adopted, you are part of the family that adopts you. You cannot be removed from an adoptive home unless the court determines that your adoptive parents are not properly taking care of you. Legally, you become the “child” of your adoptive parents.⁴⁹

What is required for adoption?

First, your parents’ rights are terminated or they give consent to an adoption.⁵⁰ If you are over 12, you must also consent to the adoption.⁵¹ The adoptive parents file a petition with the court. The court approves the petition for adoption if it is satisfied that your interests will be promoted by the adoption.⁵²

What is adoption assistance?

The Adoption Assistance Program provides benefits to prospective parents who are interested in adopting children from the child welfare department.⁵³ A “special needs” child is one who would be unlikely due to age or background to get adopted without financial assistance. All children over the age of 3 are considered “special needs” children.⁵⁴ If your prospective parents qualify, they will receive reimbursement for some expenses, such as court costs associated with the adoption,⁵⁵ as well as regular payments to cover your needs.⁵⁶

INDEPENDENT LIVING

What is an Independent Living Skills Program or ILSP?

This is a program to help you develop the skills you need to be on your own. It is offered to youth 16 years old and older. The program must be described in a *written transitional independent living plan (ILP)*,⁵⁷ which is part of your case plan. The ILP, designed by your social worker, should be appropriate for your age and abilities. Employment must be a part of the plan unless physical or mental difficulty makes it inappropriate. The reasons must be in the case plan.⁵⁸

Many counties also offer special group programs to help encourage independent living skills. These should be available to every youth in foster care, age 16 and older, who wants to participate.

These Independent Living Programs are a great way to meet with other youth in out-of-home care who are in situations similar to your own. They also will help you prepare and apply for college, including letting you know about special financial aid programs available for students who were in out-of-home care. These programs will also help you find, interview for, and stay in a job.

Who is eligible for these Independent Living Programs?

Anybody who is 16 or over can attend ILSP events. Some counties allow younger children to participate. Ask your social worker about it.

What is transitional housing?

It is a type of placement that's available to youth 16 to 18 years old who are in Independent Living Programs.⁵⁹ So far, it's available in only a few counties in California, but should be available to more youth soon. There are three different kinds of transitional housing. You can:

- live with an adult in an apartment,
- live in your own apartment, with a supervising adult who lives in the building, or
- live in your own apartment with supervision by the Department.

VISITATION

How often should my social worker be visiting?

Usually once a month. In the first month of placement, your social worker should visit at least two or three times. If you're in a long-term, stable placement, visits can be less frequent, but never less than once every six months.⁶⁰ If you're in a group home, your social worker must visit you every month.⁶¹ If you ask to see your social worker, he or she must come to see you.

Can I visit my parents, grandparents and other relatives when I am in out-of-home placement?

Yes. You have a right to visit with your parents⁶² and grandparents⁶³ unless there is some reason why it is not in your best interests. Your case plan spells out a visitation plan for visits that may include parents,⁶⁴ grandparents, siblings,⁶⁵ and other important family members. The judge can order visitation for anyone having an interest in your welfare.

I'm in a different placement than my brother/sister. Can we visit each other?

Yes. The court must allow you to keep contact with siblings as much as possible, unless it is against the best interests of you or your brother or sister.⁶⁶ Your case plan should specifically set out visitation arrangements for you and your siblings.⁶⁷

What if I would like to change the arrangement for visiting with my family?

Talk with your attorney and social worker. At the next hearing, tell the judge how you feel. You can also petition the court yourself to modify your visitation plan. See the section of this booklet called *Role of the Courts*.

CONFIDENTIALITY AND YOUR RECORDS

Who can look at my records or get information about my case?

Only those people directly involved in your case. Also, the social worker can share information with those people who need it in order to take care of you.⁶⁸ For example, your social worker could tell your foster parents or group home staff about your medical history so they can make sure that you get the care you need. But your social worker shouldn't tell anyone who doesn't need to know that information.

If you want others to look at your records, you can give your consent, or permission. In some cases, you might also have to get the consent of your parents, guardian, social worker, probation officer, or the juvenile court to release the information.

Can I look at my school records?

Yes. If you're under 16, you need the permission of your parents, case worker, or a judge. After you turn 16 or finish the 10th grade, you can look at them yourself.⁶⁹ Ask a guidance counselor or principal about what you need to do.

Can I look at my other records?

Yes. You have the right to look at your court records.⁷⁰ You do not have a clear right to look at the records kept by your foster parents or group home. However, your attorney or "authorized representative" (anyone who has legal authority to act on your behalf) has access to those records.⁷¹ Ask your social worker or probation officer.

Can I get my juvenile court record sealed?

Yes. You can seal your records if you are dependent (300), status offender (601), or delinquent (602). You can get them sealed:

- ✔ five years after your last juvenile court contact. That means five years after the juvenile court jurisdiction ended or the first time you were ordered to appear before your probation officer, whichever is later.

or

- ✔ after you turn 18,

but,

✔ if you've committed certain serious crimes, you will not be able to seal your records.⁷²

Because of time limits on destruction of records, it may not be worthwhile to seal Section 300 records.

How do I get my juvenile court records sealed?

Your records won't be sealed automatically. *You* must do something to get them sealed. All that's usually necessary is for you to call the probation department of the county you went to court in. They'll tell you what you need to do to seal your record.

What will I have to do when I get them sealed?

An official will interview you. Be sure to give them a list of all agencies and counties you've had contact with, that you can remember. The official will ask you questions about any criminal activity since you had contact with the juvenile court, like "have you been arrested?" Be honest -- they will run a computer check on the information you give. If your record is "clean," the court will seal your record.

What can I say to people who ask me if I have a juvenile court record?

If you are a dependent, you do not have a juvenile court record. If you are a ward, after your juvenile court records are sealed, you can *totally deny* having a record. In other words, the law says that you can say that those juvenile offenses never happened. You can also deny having a sealed record. You can even deny being arrested, detained, or having any contact with the juvenile court.⁷³ This rule is to help you avoid the stigma of having been involved with the juvenile court.

After my records are sealed, can anyone look at them?

Only with your permission. If you want someone to look at your record, you'll have to ask the court to let it happen.⁷⁴ Keep in mind it could take months to seal your whole record. This is the time it takes for the court to call all the agencies with information about you.

Will the records ever be destroyed?

Yes. But when they're destroyed depends on whether you had them sealed and what your juvenile court status was.

WHEN RECORDS ARE DESTROYED

Juvenile Court Status	When Records Are Destroyed
Section 300 <i>Dependent</i>	At age 21, or 5 years after they're sealed, whichever comes first.
Section 601 <i>Status Offender</i>	Sealed records destroyed after 5 years. Unsealed records destroyed at age 28.
Section 602 <i>Delinquent</i>	For certain serious crimes, records cannot be destroyed. At age 38 for all other records.

How do I get a California identification card?

Go to the local Department of Motor Vehicles (DMV) office. It's listed in the phone book. You'll need a social security number (though you don't have to bring the card) and a certified birth certificate. It will cost you \$6.00.

How can I get a certified copy of my birth certificate?

Call the vital statistics office in your birth state for instructions on how to request one. Each state is a little different, so make sure you understand what they'll need. It may take a few weeks, unless you go in person. It will cost from \$10 - \$20. If you were born in California, the number is (916) 445-2684, and the fee is \$12.00.

What if my parent(s) have my birth certificate but won't give it to me?

Get another copy. There's no law against having several copies.

PREGNANCY

If I become pregnant, will they transfer me automatically from my foster or group home?

Not necessarily. It is up to your caseworker and the court to decide whether or not you get transferred to a new placement. The decision is based on how well your current placement is working, and whether or not it is equipped to support a pregnant teen.⁷⁵

If I have the baby while in out-of-home care, will they take it away from me?

If you have the baby while in out-of-home care, there are two things that might happen. One, you might become the custodial parent of the baby, and the baby stays with you in your placement. Two, your caseworker might file a petition to have the baby become a dependent of the court. If this happens, the baby may stay with you in your placement, under the official care of your foster parents, or it may be put in a completely separate placement. If the Department files a petition, you'll be able to get a free lawyer to represent you.

Do I need my parents' permission to put the baby up for adoption?

No. Voluntary adoption, however, requires the consent of both parents of the new baby.

If I become pregnant and I want an abortion, how do I get one?

If you become pregnant, Medi-Cal will cover your abortion if you want one. An abortion is considered a sensitive service and will be provided to you at no cost.

Can my parents or boyfriend make me have an abortion or keep me from having one?

No. It is your choice alone. If you need someone to talk to about this important decision, call 1-800-230-PLAN to get in touch with a Planned Parenthood counselor in your area.

MONEY

Do I have a right to an allowance or money for clothing?

If you are in a group home, you have a clear right to an allowance unless your case plan says that you shouldn't receive it.⁷⁶ There is not, however, a clear right to an allowance for youth in foster homes. Your group home or foster home can keep your money in a safe place for you so long as you have access to it.⁷⁷

When can I get a job?

You can legally start a job when you turn 16, and even sooner in special cases. There are restrictions on the number of hours you can work per day and per week and the type of work you can do. Ask your Independent Living Skills Program (ILSP) worker or school about how to find a job and get a work permit.

Can my foster parents or group home keep me from working?

Yes, but they must have a good reason. The reason must be in your case plan if you are 16 or older.⁷⁸ If you are able to work responsibly, your group home or foster home should cooperate in your employment.

Is there a limit on how much I can save?

Yes. Any savings that you plan to use to prepare to leave, and when you leave foster care may not exceed \$10,000 including interest. This type of savings account is called an emancipation account. The government may not make you use any of your savings in this account to help pay for your foster care placement.⁷⁹

You may also save money in a different account than your emancipation account. However, any money over \$1,000 that is placed in this account may be used by the government to help pay for your foster care placement.

What is an emancipation account?

The emancipation account is an ordinary bank account that you open, or any adult opens on your behalf, for the specific purpose of saving money that you earn through a job, participation in an ILSP program, or any other source detailed in your written transitional independent living plan to help you make it on your own when you leave the system.

How do I set up an emancipation account?

Your ILSP worker will help you with this. You can set up an emancipation account by opening, or having an adult open an account in your name with a bank or savings and loan institution that is insured. This account should be separate from any account you keep for basic spending money. The money that you deposit in this account must be from work or other sources that are part of your written independent living transitional plan. The money in this account must be used for purposes related to the goal of emancipation or when you leave foster care. If you need to withdraw money from this account while you are still in foster care, your social worker must agree in writing that the reason you need to withdraw the money is related to the goal of emancipation and place the written approval of the withdrawal in your case file.

RELIGION

Can my foster parents or group home make me go to a church, temple, or mosque?

No. You do not have to attend religious services that you do not wish to.⁸⁰

Can my foster parents or group home keep me from going to my church, temple, or mosque?

No. You have a right to attend religious services of your choice. Your foster parents or group home must help you to arrange transportation to and from your place of worship provided it is within a reasonable distance. The only other way you can be prevented from attending religious services is if there is a very strong reason for not allowing you to go. Foster parents, for example, can refuse to take you to services if you seriously misbehaved on a prior occasion. They cannot, however, refuse to take you to services simply because they don't want to. Your social worker is supposed to help match you to foster care providers who will understand your religious needs.⁸¹

DRIVING

When can I get a driver's license?

You may get a learner's permit, which allows you to drive with a driver who is at least 25 years old, when you turn 15-1/2 years old.⁸² You may be eligible for a provisional license after you have held a learner's permit for at least 6 months, completed 50 hours of supervised driving, including 10 at night, completed driver's education and training and finished 6 hours or more of behind the wheel instruction.⁸³ Your provisional license becomes a full license when you turn 18 years old if you have no outstanding Department of Motor Vehicles suspensions or court ordered restrictions.

What are the requirements of a provisional license?

For the first 6 months (or until you turn 18) you may not have a passenger in your car who is under the age of 20 years old unless you also have a licensed driver who is at least 25 years old in the car as well. For the first 12 months (or until you turn 18), you may not drive between midnight and 5:00 a.m. unless a licensed driver who is at least 25 years of age is in the car. There are exceptions to this restriction when reasonable transportation facilities are inadequate and the operation of the vehicle becomes necessary due to immediate family, employment, medical, and school needs. Licensees must carry a statement from the appropriate school official, employer, doctor, or parent/ guardian while driving.⁸⁴

How can I get a driver's license?

The rules differ depending on your age. Once you turn 18, you can simply apply at the Department of Motor Vehicles (DMV), which is listed in the phone book's government section. If you want a license before you turn 18, you'll have to apply for a learner's permit and get your guardian or biological parent to sign a form. You can also get the signature of a grandparent, adult sibling, aunt, uncle, or a foster parent who is living with you. None of these people are required to sign for you. The person who signs will be responsible for damages if you have an accident. In some cases, out-of-home care providers are not permitted by the county or their own rules to sign for you. There is no right to have a license. (See page 25 for steps to apply for your learner's permit).

What if I can't get a parent, guardian, relative, or foster parent to sign for my driver's license?

If no one will sign, you can get your probation officer or social worker to sign. They'll tell your foster parents that they're signing for you.⁸⁵

But to have your probation officer or social worker sign, you must have auto insurance -- *before you can get a license*. The probation officer, social worker, or county agency will not be responsible for damages from any accident.

How do I get auto insurance?

If you have a parent, guardian, relative, or foster parent sign for your license, his or her insurance should cover you. The person who signs should talk to his or her insurance agent to make sure that you are covered under his or her insurance policy.

If you have your social worker or probation officer sign, the easiest way to get insurance is by calling the California Automobile Assigned Risk Plan toll free at 1-800-622-0954. Beware! Getting insurance is very expensive, often with a large up-front charge.

THE STEPS TO GETTING A LEARNER'S PERMIT FOR DRIVING IF YOU'RE UNDER 18

If a parent, guardian, foster parent, or relative who lives with you signs.

- Be at least 15-1/2 years old.
- Complete a Dept. of Motor Vehicles form, signed by your parents, or guardian, or by your foster care parent or relative who lives with you.
- Pass the eye test.
- Pass the traffic law and road sign test. You will also need a social security number and a certified birth certificate.
- Pay a fee of \$12.00.

If your PO or social worker signs.

- If you don't have one already, get an *identification card* from your local Department of Motor Vehicles (DMV) office. You'll need a social security number (though not necessarily the card) and a certified birth certificate. The cost is \$6.00.
- Take the card to an *insurance agent* to apply for a policy.
- Take the policy application forms to the DMV to get a *temporary driving instruction permit*. This is when you'd get your PO or social worker to sign.
- Take a classroom driver education course and a driver training course in high school or by a driving school.
- Return to the insurance agent, pay the initial fee, and fill out some more forms.
- Pass a test on the *rules of the road*.
- Pass an *eye test* and your *driving test*.
- Pay a fee of \$12.00.

If your PO or social worker signs, be extra sure to keep your insurance payments up. The insurance company will terminate your policy if you're late in paying. If it does, it'll tell the DMV, which will take away your license.

EMANCIPATION

What does "emancipation" mean?

It means being free from the custody and control of your parents, guardians, the social service agency and the juvenile court.

How can I get emancipated?

You are automatically emancipated when you reach the age of "majority" -- that is, become an adult under the law -- at age 18.

There are three ways to be emancipated before age 18:⁸⁶

- *By getting married.* This requires consent of your parent(s) or guardian(s) and the court.
- *By joining the armed services,* including the Air Force, Army, Coast Guard, Navy, and Marines. You'll need to be accepted by the service and get the consent of your parent or guardian to join.
- *By being declared emancipated by a judge.*⁸⁷

LEGAL EMANCIPATION

You'll have to show to or convince a judge that:

- you're at least 14 years old,
 - you live separate and apart from your parents willingly
 - with their consent of acquiescence,
 - you manage your own finances
 - you have your own legal source of income, and
 - emancipation is not contrary to your best interests.
-

Do I qualify for emancipation by a judge?

You must be at least 14, living independently and managing your own finances including having a legal source of income and paying for your own necessities like food, clothing and housing. You won't qualify if you are living in a group home, foster home, temporary shelter or living in any other situation in which someone else supports you. Even if you meet the basic requirements for emancipation, a judge may refuse to declare you emancipated if the judge decides that emancipation is "contrary to your best interest" or, in other words, not good for you.

How can I get a judge to declare me emancipated?

You will need to show the judge that you meet the basic requirements and convince the judge that emancipation is a good option for you. You will need to fill out some forms with the court. There is a court filing fee that varies depending on the county (usually between \$100 and \$200). You can ask the court to waive the fee, but that usually doesn't reflect well on your ability to support yourself financially. Your local Superior Court Clerk, who is listed in the phone book, can provide you with the forms and information on emancipation, filing fees and fee waivers. The court designed the forms to make it easy for youth to go through an emancipation without help. However, the process may seem very complex, and an adult or an attorney may be a big help.

Is emancipation my best option?

Emancipation is not for everyone. Very few youth are able to meet the requirements for becoming emancipated before reaching the age of 18. Emancipation may not be necessary to get the things you need. If for example you need a different living situation, it may be a better option to try to get your placement changed or a different living arrangement approved by the court. (See **Types of Placements, Guardianship, Independent Living** and **Role of the Courts** sections in this booklet.) You already have the right to get counseling and treatment for things like contraception, sexually transmitted diseases, pregnancy-related treatment, and drug and alcohol abuse treatment without notice to or the consent of adult. Emancipation is a serious step and should be considered carefully.

What changes when I get emancipated before 18?

You'll be treated as an adult in certain ways. You'll no longer need parental consent or a signature of an adult to get medical or dental care, enter binding contracts, move to a new residence, apply for a work permit or enroll in school or college.⁸⁸ Remember that you can currently do these things without emancipating, as long as you get the necessary signatures.

What are the disadvantages to emancipation?

By emancipating, you give up some things. Until you turn 18, your parents, or the Department of Social Services, must support you financially.⁸⁹ If you are emancipated, you give up the right to this financial support and you'll no longer be eligible for state out-of-home care.⁹⁰ You'll be solely liable to pay for certain things, such as accidents and harm you cause.

What *doesn't* change after emancipation?

Even after you're emancipated, you'll still be treated as a minor in some ways. Emancipation won't let you drive before the age of 16.⁹¹ At 16, you can get a driver's license without an adult taking financial responsibility for you if you have proof of insurance.⁹² It also doesn't change the rules about statutory rape. Until you turn 18, you'll still need parental or court permission to get married.⁹³ You still won't be able to drink⁹⁴ or smoke.⁹⁵ You also won't be able to vote.⁹⁶

COMPLAINTS

What can I do if I think that something is wrong with my placement, care or services?

You can call the State Foster Care Ombudsman's office and explain your concerns.⁹⁷ This office investigates complaints and is there to help you with any problems or concerns you have about your care, treatment or services while in foster care.⁹⁸ The toll free number is (877) 846-1602.

In addition to calling the Foster Care Ombudsman, you may make a written complaint.⁹⁹ The staff at your group home or your foster parents must tell you how and where to send your written complaint. You may also speak to your social worker or attorney any time that you have a complaint or concern about your placement, care or services.¹⁰⁰

KNOW YOUR RIGHTS

With every right comes a responsibility to use the right fully without exploiting it. Respect the rights of others as you exercise yours. As you read the following pages, keep in mind that respect for others, cooperation, and courtesy go a long way in getting the things you need and want.

You have the right to:

- ◆ Live in a safe, healthy and comfortable home where you are treated with dignity and respect.
- ◆ Be free from physical, sexual or mental abuse.
- ◆ Be given healthy food and adequate clothing, and receive medical and dental care.
- ◆ Contact your family members. Visit and contact your brothers and sisters.*
- ◆ Make and receive confidential phone calls and send or receive unopened mail.*
- ◆ Participate in school activities and religious services of your choice.
- ◆ Have social contacts outside of the foster care system.
- ◆ Keep your own money and have your own bank account.*
- ◆ Attend Independent Living Skills Programs if you are 16 or older.
- ◆ Work if you are old enough by state law.
- ◆ Attend your court hearing and speak to the judge. Review your case plan. Keep your court records confidential.
- ◆ Contact your social worker or probation officer, attorney or CASA. See your social worker or probation officer once a month.
- ◆ Make complaints to the Department of Social Services and Foster Care Ombudsperson without punishment.

*Unless prohibited by a court order or your case plan.

YOUR GROUP HOME OR FOSTER HOME'S RESPONSIBILITIES

- To accept you and treat you with dignity and respect.
- To provide for your daily care.
- To protect the confidential information about you.
- To keep in regular contact with your social worker or probation officer.
- To participate in hearings about your case.
- To follow your case plan.
- To make sure you receive needed medical and dental care.
- To be reasonable when providing discipline, which may include confining you in an unlocked area, charging fines, and restricting television, radio, or phone access.

YOUR SOCIAL WORKER OR PROBATION OFFICER'S RESPONSIBILITIES

- To extend you courtesy and respect.
- To meet with you regularly, usually once a month.
- To call you once a month if there will be no visit. To return calls to you.
- To arrange for services to meet your needs while you are in placement.
- To choose the least restrictive and most appropriate placement for you.
- To formulate a permanent plan for you.
- To arrange visits with parents and siblings, unless the court has restricted or denied visits.
- To inform the court of your situation and make recommendations to the court.
- To provide services for independent living after you turn 16, if not sooner.

DEFINITION INDEX

The number refers to the page number which has a definition for the word.

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USEFUL RESOURCES

- **Office of the State Foster Care Ombudsman** (877) 846-1602

If you think there is something wrong with your placement, care or services, this office will help you with your complaint and may start an investigation depending on the circumstances

- For help, call the **California Youth Crisis Line** (24 hours a day). (800) 843-5200

The Youth Crisis Line can answer questions about:

- food
- health care
- drug treatment
- child care
- where to stay
- where to get legal help

It's confidential. You can also call just to talk.

- **California Youth Connection (CYC)** (800) 397-8236

CYC is an organization to help you speak out about the needs of foster youth. CYC was started by foster youth in 1988 to give you a voice about issues that affect you. CYC members work on legislation, speak to the legislature and other policy makers, and work on statewide committees and in their own communities, to improve the foster care system. CYC is youth run and each year youth put on two statewide conference where CYC members from all over California come together to discuss issues. CYC builds leadership skills and gives you a network of current and former foster youth for peer support. You can join CYC at age 14 and remain a member until age 24. Many Independent Living Skills Programs have CYC chapters. To find out if there is one in your county, contact your county Independent Living Program or call the CYC statewide office.

- To get in touch with your local independent living program, call the number in your county.
- Other helpful numbers for your county include:
(County agencies: please fill in names and numbers for the court, Medi-Cal, after care programs, CASA, and any other services you have found useful.)

(Name)

(Telephone Number)

(Name)

(Telephone Number)

ENDNOTES

1. The following abbreviations refer to California law:

BPC	Business & Professions Code
CC	Civil Code
EC	Education Code
FC	Family Code
HSC	Health & Safety Code
PeC	Penal Code
PrC	Probate Code
VC	Vehicle Code
WIC	Welfare & Institutions Code
CCR	California Code of Regulations
CR	Court Rules
DSSM	California Department of Social Services Manual of Policies and Procedures, Division 31, Child Welfare Services Program

2. **WIC 16000**
3. **WIC 16501(a); 16501.1(a), (b)**
4. **WIC 16501(a); 16501.1(d)**
5. **WIC 16501.1(c); DSSM 31-205**
6. **WIC 16501.1(f); DSSM 31-206**
7. **WIC 16010(a); DSSM 31-206**
8. **WIC 16010(c)**
9. **WIC 16501.1(d)**
10. **DSSM 31-525.13**
11. **WIC 16501.1(f)(12); 16001.9(a)(19); DSSM 31-040**
12. **WIC 300**
13. **WIC 601**
14. **WIC 602 (amended by Proposition 21)**
15. **WIC 315-16; 319**

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16. WIC 334
 17. WIC 355; 356
 18. WIC 358; CR 1451
 19. WIC 358(b); 358.1
 20. WIC 364, 366
 21. WIC 366.21
 22. WIC 399
 23. WIC 366.21(b)
 24. WIC 366.21(f)
 25. WIC 366.21(g)(1)
 26. WIC 366.21(g); 366.26(b)(1),(2)
 27. WIC 366.21(g)(3); 366.26(b)(3)
 28. The court can consider guardianship only if the court finds that one of the following situations exist: (1) the child lives in a residential treatment facility; adoption is unlikely, and continuation of parental rights will not prevent finding the child a permanent family placement once the child leaves the facility; (2) the parents have maintained regular visitation and contact with the child and the child would benefit from a continuing relationship with the parents; (3) the child is at least 12 years old and the child objects to termination of parental rights; (4) exceptional circumstances prevent the child's current caretakers from adopting and the removal of the child would be seriously detrimental to the emotional well being of the child; or (5) at each and every hearing at which the court was required to consider reasonable efforts or services, the court found reasonable efforts at family reunification were not made or reasonable services were not offered or provided to parents.
 29. WIC 366.21(g)(2)
 30. WIC 399; 16001.9(a)(17)
 31. WIC 399; 16001.9(a)(17)
 32. WIC 353.1, 388
 33. WIC 335; 336; 366.21(a), (b); 366.23 (a)
 34. WIC 349

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35. WIC 317(c)
 36. WIC 317(d),(e)
 37. *Charles S. v. Superior Court*, 168 Cal.App.3d 151, 156; 214 Cal.Rptr. 47, 50 (1985).
 38. These non-relative caretakers of dependents have standing as "de facto parents" under California Rules of Court 1412(e). *In re B.G.*, 11 Cal.3d 679, 114 Cal.Rptr. 444, 454 (1974); *In re Joshua S.*, 205 Cal.App.3d 119, 122; 252 Cal.Rptr. 106, 107 (1988). Foster parents can participate in proceedings under *In re Kristen B.*, 187 Cal.App.3d 596, 608; 232 Cal.Rptr. 36, 43 (1986).
 39. WIC 366.21(c)
 40. WIC 16507.4
 41. WIC 300, 319(e), 361.2(e)
 42. WIC 361.2; DSSM 31-405
 43. CCR 84072.2; WIC 16001.9(a)(8)
 44. CCR 87072(a)(4)
 45. WIC 366.21(g), 366.26(b)(3). For children who are not dependents in the juvenile court, guardianship proceedings are governed by Probate Code §1500 et. seq. and are handled in the family or probate division of the Superior Court.
 46. WIC 388, CR 1466(c)
 47. PrC 1600(b); FC 7002(a)
 48. WIC 366.21(g),(i); 366.26(b)
 49. FC 8616
 50. FC 8604; 8605; 8606
 51. FC 8602
 52. FC 8612
 53. WIC 16115, et seq.
 54. WIC 16120(a)(1)
 55. WIC 16120.1
 56. WIC 16121
 57. DSSM 31-002(i); 31-525.1; WIC 16001.9(a)(16)

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58. DSSM 31-525.1; WIC 16001.9(a)(14)
 59. WIC 16522
 60. DSSM 31-320.2; 31-320.3; 31-320.4
 61. DSSM 31-320.414
 62. WIC 362.1(a); DSSM 31-340.2; WIC 16001.9(a)(6)
 63. WIC 16507(a); DSSM 31-345; WIC 16001.9(a)(6)
 64. WIC 16501.1(f)(5)
 65. WIC 16501.1(f)(8)
 66. WIC 16002(b); 16001.9(a)(7)
 67. WIC 16002(b); 16501.1(f)(8); 16501.1(g)
 68. WIC 10850(a); 22 CCR 84070; CR 1423(a),(b); WIC 16001.9(a)(21)
 69. EC 49076(a)(6)
 70. WIC 827(c), CR 1423; WIC 16001.9(a)(19)
 71. CCR 80070(d)(1)
 72. WIC 389, 781(a)
 73. WIC 781(a)
 74. WIC 389(a), 781(a) (amended by Proposition 21)
 75. WIC 16146
 76. 22 CCR 84077 (2)
 77. 22 CCR 84072(b)(8), 89372(c)(18)(E)
 78. WIC 11008.15; 16001.9(a)(14); DSSM 31-525
 79. WIC 11155.5(a); 11401; 16001.9(11)
 80. 22 CCR 80072(a)(5), 89372(c)(17); WIC 16001.9(a)(10)
 81. 22 CCR 89173(c); DSSM 31-420.12
 82. VC 12509
 83. VC 12814.6

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84. VC 12814.6
 85. VC 17701
 86. FC 700277
 87. FC 7120, 7122
 88. FC 7050(e)(17)
 89. The obligation covers an 18-year-old unmarried child who is in high school and extends until the child completes the 12th grade or turns 19 years old, whichever happens first. FC 3900, 3901
 90. FC 7050(c)
 91. VC 12509; 12814.6(a)(3)
 92. VC 177075
 93. FC 302
 94. BPC 25658
 95. PeC 308
 96. United States Constitution, Amendment XXVI
 97. WIC 16164
 98. WIC 16164; 16165; WIC 16001.9(a)(8)
 99. 22 CCR 84072.2; 87072; DSSM 31-002(g)(1); DSSM 31-020; WIC 16001.9(a)(8)
 100. 22 CCR 84072.2; 87072(a)(4)

EXHIBIT A-III

GROUP HOME (GH) PROGRAM STATEMENT INSTRUCTIONS

EXHIBIT A-IV

PERSONAL RIGHTS: CHILDREN'S RESIDENTIAL FACILITIES

PERSONAL RIGHTS Children's Residential Facilities

EXPLANATION: The California Code of Regulations, Title 22 requires that any child admitted to a home/facility must be advised of his/her personal rights. Homes/Facilities are also required to post these rights in areas accessible to the public. Consequently, this form is designed to meet both the needs of children admitted to homes/facilities and the home/facility owners who are required to post these rights.

TO: CHILD OR AUTHORIZED REPRESENTATIVE:

Upon satisfactory and full disclosure of the personal rights as explained, complete the following acknowledgment:

ACKNOWLEDGMENT: I/We have been personally advised of, and have received a copy of the personal rights contained in the California Code of Regulations, Title 22, at the time of admission to

(PRINT THE NAME OF THE HOME/FACILITY)

(PRINT THE ADDRESS OF THE HOME/FACILITY)

(PRINT THE NAME OF THE CHILD)

(SIGNATURE OF THE CHILD)

(DATE)

(SIGNATURE OF THE REPRESENTATIVE/CONSERVATOR)

(DATE)

(TITLE OF THE REPRESENTATIVE/CONSERVATOR)

(DATE)

THE CHILD AND/OR THE AUTHORIZED REPRESENTATIVE HAS THE RIGHT TO BE INFORMED OF THE APPROPRIATE LICENSING AGENCY TO CONTACT REGARDING COMPLAINTS, WHICH IS:

NAME

ADDRESS

CITY

ZIP CODE

AREA CODE/TELEPHONE NUMBER

PERSONAL RIGHTS CHILDREN'S RESIDENTIAL FACILITIES

YOU HAVE THE RIGHT:

- To live in a safe, healthy, and comfortable home and to be treated with respect
- To be free from physical, sexual, emotional or other abuse, or corporal punishment.
- To be free from discrimination, intimidation, or harassment based on sex, race, color, religion, ancestry, national origin, disability, medical condition or sexual orientation or perception of having one or more of those characteristics.
- To receive adequate and healthy food and adequate clothing.
- To wear your own clothing.
- To possess and use personal possessions, including toilet articles.
- To receive medical, dental, vision, and mental health services.
- To be free of the administration of medication or chemical substances, unless authorized by a physician.
- To contact family members (unless prohibited by court order) and social workers, attorneys, foster youth advocates and supporters, Court Appointed Special Advocates (CASA), and probation officers.
- To visit and contact brothers and sisters, unless prohibited by court order.
- To contact Community Care Licensing Division of the State Department of Social Services of the State Foster Care Ombudsperson regarding violations of rights, to speak to representatives of these offices confidentially and to be free from threats or punishments for making complaints.
- To be informed by the caregiver of the provisions of the law regarding complaints.
- To make and receive confidential telephone calls and send and receive unopened mail (unless prohibited by court order).
- To attend religious services and activities of your choice.
- To maintain emancipation bank account and manage personal income, consistent with your age and developmental level, unless prohibited by the case plan.
- To not be locked in any room, building, or facility premises, unless placed in a community treatment facility.
- To not be placed in any restraining device, unless placed in a postural support and if approved in advance by the licensing agency or placement agency.
- To attend school and participate in extracurricular, cultural, and personal enrichment activities, consistent with your age and developmental level.
- To work and develop job skills at an age appropriate level that is consistent with state law.
- To have social contacts with people outside of the foster care system, such as teachers, church members, mentors, and friends.
- To attend Independent Living Program classes and activities if you are 16 or older.
- To attend court hearings and speak to the judge.
- To have storage space for private use.
- To review your own case plan if you are over 12 years of age and to receive information regarding out-of-home placement and case plan, including being told of changes to the plan.
- To be free from unreasonable searches of personal belongings.
- To have all your juvenile court records be confidential (consistent with existing law).

Reference: California Code of Regulations – Foster Family Homes Regulations, Section 89372; Group Homes Regulations, Section 84072; Small Family Homes Regulations, Section 83072.

EXHIBIT A-V

**PROBATION CASE PLAN FORM (PROB 1385) AND
FOSTER CHILD'S NEED AND CASE PLAN SUMMARY (DCFS 709)**

LOS ANGELES COUNTY PROBATION DEPARTMENT FOSTER CARE CASE PLAN

	Date Completed _____		
Minor's Name: _____		PDJ# _____	
Date of Birth: _____	Place of Birth: _____		School Grade _____
SS# _____		Medical # _____	

Parents/Guardian			
	Parent Name:	Address	Relationship
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

Siblings				
	Child's Name:	D.O.B.	Address	Relationship
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____

Date of Suitable Placement Order: _____
Date of Placement: _____
Minor's Current Placement: _____
Placement Address: _____
Case Plan Dates: From: _____ To: _____
<input type="checkbox"/> Reassessment <input type="checkbox"/> Updated Case Plan

<u>CASE PLAN GOAL</u>	
<input type="checkbox"/> Family Reunification	<input type="checkbox"/> Permanency Planning <ul style="list-style-type: none"> <input type="checkbox"/> Long term Foster Care <input type="checkbox"/> Legal Guardianship <input type="checkbox"/> Adoption

Services and Steps to Be Taken to Implement the Permanency Alternative Should Reunification Fail: <ul style="list-style-type: none"> <input type="checkbox"/> Probation Officer to Consider Sanctions for Any Violations of Court Order <input type="checkbox"/> Probation Officer Will Review Minor's Progress in Completing Case Plan Objectives During Placement Facility Visits and Via Phone Contacts <input type="checkbox"/> Emancipation Program <input type="checkbox"/> Adoption Assessment & Planning <input type="checkbox"/> Other.

1. Describe Circumstances Resulting in Probation Supervision Under a Suitable Placement Order:

2. Needs Assessment: Provide an Assessment of Minor's Needs.

- | | | |
|---|---|--|
| <input type="checkbox"/> Family Therapy | <input type="checkbox"/> Special Education Assessment - IEP | <input type="checkbox"/> Independent Living Skills |
| <input type="checkbox"/> Individual Therapy | <input type="checkbox"/> Anger Management | <input type="checkbox"/> Mental Health Issues |
| <input type="checkbox"/> Group Therapy | <input type="checkbox"/> Sex-Offender Treatment | <input type="checkbox"/> Emancipation |
| <input type="checkbox"/> Substance Abuse | <input type="checkbox"/> Runaway Risk | <input type="checkbox"/> On-Grounds School |

3. Assessment of Family – Indicate Strength and Weaknesses: _____

4. Description of Type of Placement That Will Best Meet Minor's Needs:

- Was proximity to the child's school at the time of the placement taken into account? Yes No
Child is placed with: Relative Foster Home FFA Group Home CTF Other
 If Minor Has Siblings in Foster Care List Efforts to Place Together and Reason Why Placed Apart if Applicable. Not Applicable _____

5. List Prior Placements If Any (Include Any DCFS – 300 WIC Dependent Status Cases): _____

- Relative to Be Assessed for Possible Subsequent Placement:

Name: _____

Relationship: _____

Address: _____

Phone: _____

6. Describe Plan for the Schedule of Contacts and Visits: (NOTE: Group Home and CTF facility visits must be made monthly. No exceptions apply.)

a) Between Child and Family: (Provide explanation if no visits are made.) _____

b) Between Child and Grandparents: (Provide explanation if no visits are made.) _____

c) Between DPO and Minor Monthly Other (Justification for Exception to Monthly Contacts/Visits) _____

d) Between DPO and Parents/Legal Guardian Monthly Other (Justification for Exception to Monthly Contacts/Visits) _____

e) Between DPO and Caregiver Monthly Other

Substantial Distance from the Parent or Out-of-County Placement (Reason):

- Meets the Needs of Minor/Special Program Needs
- Local Placement Not Available
- Program Provides _____ Counseling.

Out-of-State Placement-Reason (Complete only when court orders out-of-state placement.)

(Minor must be referred to the MDT for assessment and screening prior to out-of-state placement. It must also be authorized and approved by ICPC before out-of-state placement can be made.):

- Meets the Needs of Minor/Special Program Needs
- MDT Recommends
- Local Placement Not Available
- Court Ordered
- Program Provides _____ Counseling
- ICPC 100A Approved by Receiving State.

For Out-of-State Placement: Explain what in-state facilities or services were used or considered and why they were not recommended. _____

Community Treatment Facility Placement:

- Meets the Needs of Minor/Special Program Needs
- MDT Recommends
- Court Ordered
- Program Provides _____ Counseling.

7. Objectives: (personal, legal, academic, vocational, emancipation preparation, psychological counseling, etc.) for each identified problem. Specify the activities and services to be provided and identify the individual or agency who is responsible to complete the activity or provide the service.

Problem #1: _____

Objectives/Activities: _____

Services to Be Provided: _____

Minor's Responsibilities: _____

Parents' Responsibilities: _____

Care Provider Responsibilities: _____

Probation Officer's Responsibilities: _____

Projected Date of Completion of Objective: _____

Problem #2: _____

Objectives/Activities: _____

Services to Be Provided: _____

Minor's Responsibilities: _____

Parents' Responsibilities: _____

Care Provider Responsibilities: _____

Probation Officer's Responsibilities: _____

Projected Date of Completion of Objective: _____

Problem #3: _____

Objectives/Activities: _____

Services to Be Provided: _____

Minor's Responsibilities: _____

Parents' Responsibilities: _____

Care Provider Responsibilities: _____

Probation Officer's Responsibilities: _____

Projected Date of Completion of Objective: _____

Problem #4: _____

Objectives/Activities: _____

Services to Be Provided: _____

Minor's Responsibilities: _____

Parents' Responsibilities: _____

Care Provider Responsibilities: _____

Probation Officer's Responsibilities: _____

Projected Date of Completion of Objective: _____

8. Health Information and Physical Assessment:

Describe physical condition of child: Note any medical, dental and vision problems, medications the child is taking, and any past problems of physical restrictions. _____

List all current medications: _____

9. Mental Health Assessment and Information:

Psychological Evaluation Completed? No Yes Date: _____

MINOR'S MEDICAL/DENTAL PLAN

Doctor/Clinic and Address: _____ _____ _____ Last Physical Exam: _____ Problems: _____ _____ Next Appointment: _____ _____ The minor will have a medical examination 30 days within placement. _____ <input type="checkbox"/> Immunization Record Attached	Dentist and Address: _____ _____ _____ Last Physical Exam: _____ Problems: _____ _____ Next Appointment: _____ _____ The minor will have a medical examination 30 days within placement. _____
---	--

<input type="checkbox"/> Immunization Record Located in the Placement File	
--	--

10. Education Status and Background:

Describe past and present school performance, any learning disabilities, and behavior and academic standing. Attach IEP if special education case. _____

Current School and Address: _____

Grade: _____

Grade Level Performance: _____

IEP Attached: Yes No N/A

Special Education: Yes No

Educational Assessment Needed? Yes No

School Records Attached: Yes No

Required school records not in the case plan can be located in the placement file.

Court Has Ordered That the Right of the Parent to Make Educational Decisions Be Limited: Yes No

11. Type of School Program That Minor Will Require During Placement: _____

12. Family Treatment Goals:

Describe case goal for reunification or legal permanency planning: _____

How will families participate in minor's treatment? _____

What services will be used for reunification? _____

13. If Case Plan Does Not Involve Adoptive Planning, Document the Qualifying "Compelling" Reason(s):

- A. The Parent or Legal Guardians Have Maintained Regular Visitation and Contact with the Minor and the Minor Would Benefit from Continuing the Relationship.
- B. The Plan is for the Minor to Return to His or Her Own Home.
- C. The Child is 12 Years or Older and Objects to Termination of Parental Rights.
- D. Minor is Placed in Residential Treatment Facility, Adoption is Unlikely or Undesirable, Continuation of Parental Rights Will Not Prevent Finding the Minor a Permanent Family Placement if the Parents Cannot Resume Custody When Residential Care is no Longer Needed.

14. Independent Living Services and Planning:

Is Minor Age 16 Years and Over? Yes No

If Yes, is a Copy of the Transitional Independent Living Plan Attached? Yes No

If No, explain: _____

Give date of last review of minor's emancipation contract: _____

15. Updated Case Plans Only Evaluate Progress:

Explain the services that have been provided since last Case Plan with an evaluation of appropriateness and effectiveness of services during that time frame. _____

16. (A) Projected Date the Minor Will be Returned to the Parent: _____

(B) Projected Date of Completion of Probation Services: _____

(C) Projected Date of Completion of Case Plan Objectives: _____

(D) Date Parents Advised of Adoption Counseling or Services: _____

SIGNATURES:

MINOR:

THIS CASE PLAN HAS BEEN REVIEWED WITH ME. I AGREE TO ACTIVELY PARTICIPATE IN THE ACTIVITIES AND WORK TOWARD THE GOALS DESCRIBED.

Minor's Signature

Date

PARENT/GUARDIAN:

THIS CASE PLAN HAS BEEN REVIEWED WITH ME. I AGREE TO ACTIVELY PARTICIPATE IN THE ACTIVITIES AND WORK TOWARD THE GOALS DESCRIBED. I ALSO UNDERSTAND THAT ADOPTIVE/COUNSELING SERVICES ARE AVAILABLE TO ME SHOULD I REQUEST THEM. I HAVE RECEIVED A COPY OF THIS PLAN.

Parent/ Guardian Signature

Date

No Parent Available.

Reason: _____

Date: _____

Parent Reviewed/Declined to Sign.

Reason: _____

Date: _____

Parent Refused to Participate in Case Plan/Declined to Sign.

Reason: _____

Date: _____

Case plan mailed to parent on (Date): _____

Deputy Probation Officer

Date

Supervising Deputy Probation Officer

Date

CAREGIVER/PROVIDER:

PLAN REVIEWED WITH CARE PROVIDER AND COPY OF PLAN GIVEN TO CARE PROVIDER ON _____
Date

Caregiver/Provider Signature

Date

FOSTER CHILD'S NEEDS AND CASE PLAN SUMMARY

Check One: This is a(n) Initial Placement Update to the Initial DCFS 709 (Within 30 Days)
 Replacement Modification of Needs or Plan
 Annual Reevaluation

CHILD/CASE IDENTIFICATION

CHILD'S NAME	SOCIAL SECURITY #	SEX	AGE	DATE OF BIRTH	CHILD'S PRIMARY LANGUAGE
CASE NAME	STATE NUMBER	CSIS NUMBER		RELIGIOUS PREFERENCE	
CURRENT FOSTER CAREGIVER NAME	PHONE NO.	DATE PLACED IN CURRENT CAREGIVER'S HOME			
CAREGIVER ADDRESS (Street, City, State, Zip)					

INFORMATION SPECIFIC FOR THIS PLACEMENT

Attach child's CWS/CMS Case Plan Individual Client Responsibilities (for Update, Replacement or Annual Reevaluation).
See FYI 03-19 for guidance in completing this section.

Regional Center Involvement No None Known

Yes Regional Center: _____
 Service Coordinator: _____ Phone: _____

EMOTIONAL/PSYCHOLOGICAL

Comments:

BEHAVIORAL/SOCIAL

Comments:

SEXUAL ORIENTATION/GENDER IDENTITY Youth self-identifies as

Gay Lesbian Bisexual Transgender Questioning Heterosexual

Comments:

EDUCATION (Include name, address, dates of schools attended, grade level, etc.)

IEP Provided Special Education DCFS 1399 Provided
 Education Rights Held by: Parent Other If other, whom? _____

Comments:

PLACEMENT/DENTENTION HISTORY (Reason for placement and/or detention history)

- No Prior Placements Foster Family Home(s) FFA Group Home(s) Relative
 Other _____

Comments:

ABILITY OF CHILD TO HANDLE HIS/HER OWN ALLOWANCE AND OTHER CASH RESOURCES

Comments:

VISITATION PLAN (Include visitation frequency, schedule, with whom, by whom monitored, and sibling(s) name(s). If the sibling's caregiver gives permission, include the caregiver's name and phone number.)

Plan:

OTHER COMMENTS (Include child's likes, dislikes, other special needs, formula, etc.)

Comments:

HEALTH AND EDUCATION PASSPORT (HEP)

- For Initial Placement:** HEP information given to caregiver on: _____
- For Updates to the Initial DCRS 709 (Within 30 Days):** HEP given to caregiver on: _____
- For Replacement:** HEP information, including additional medical and education information from prior placement, given to caregiver on: _____

The attached Health and Education Passport contains the following information. Annotate the HEP as needed. Explain any missing information.

A. HEALTH CARE PROVIDERS (Check if information is available on HEP. If information is not available, explain.)

Child's Physician: Name Address Phone Date Last Seen Information Not Available

Explain: _____

Child's Dentist: Name Address Phone Date Last Seen Information Not Available

Explain: _____

Other: Name Address Phone Date Last Seen Information Not Available

Explain: _____

B. ALLERGIES (List all known food, drug and other allergies and reactions.)

None Known Yes No, Explain

Comments:

C. IMMUNIZATIONS

Yes No, Explain

Comments:

D. MEDICAL/PSYCHOLOGICAL PROBLEMS (Significant past/present or chronic conditions)

None Known Yes No, Explain

Comments:

Indicate if the following information is currently available in the Health and Education Passport. Provide an explanation for any missing information.

Date Diagnosed	Primary Diagnosis(es)	Contagious/Infectious	Medications(s) Prescribed/ Medical Equipment/Tx Plan	Date Medications Discontinues
<input type="checkbox"/> Yes <input type="checkbox"/> No				
If no, explain				

Caregiver reviewed, understands and agrees to support the child’s case plan as described above and has determined the child is compatible with others in the home. Caregiver agrees to keep all of the child’s case information confidential and understands that unauthorized disclosure could result in a fine up to \$1,000. Caregiver acknowledges receipt of the Health and Education Passport with the above information included or an explanation of why the information is not included.

Caregiver’s Signature			
Print CSW’s Name	Office Address	Phone	
CSW’s Signature	Date		

EXHIBIT A-VI
CLOTHING STANDARD

CLOTHING STANDARD

When determining the adequacy of clothing, consider the following: (a) frequency of laundering; (b) periods of rapid growth; and (c) special activities clothing for sports/gym, dances, proms, or graduation.

Children should begin to participate in the selection and purchase of their clothing as soon as possible. Teens should also participate in the maintenance of their wardrobe (washing, ironing, mending, etc.).

An *outfit* includes: (a) undergarments; (b) socks/pantyhose; and (c) jeans/pants/slacks/skirt and shirt/T-shirt/blouse, or dress. School uniforms, if applicable, can meet up to 2 outfits of the clothing standard. The COUNTY will issue a clothing allowance up to the maximum amount for a child, including a pregnant/parenting youth, who, at the time of placement or replacement, has less than 4 outfits or lacks other required items on the applicable list below. Clothing sizes should be adjusted for growth as needed in consultation with the child.

2 Years And Older

- 8 outfits
Child must have 2 outfits at initial placement, 4 outfits within 15 days, 6 outfits within 30 days, and 8 outfits within 60 days.
- 2–3 pairs of shoes appropriate to the season
- Nightwear, bedroom slippers, and bathrobe
- 2 sweatshirts/sweaters
- 1 jacket or coat appropriate to cold or rainy season
- 1 swimsuit, if applicable, during appropriate season and/or activity
- When appropriate for a girl: (a) 3 bras at initial placement; and (b) 5 bras within 60 days in good condition.

Pregnant and Parenting Youth

- 6 outfits and 3 bras throughout pregnancy.
Youth must have 2 outfits at initial placement, 4 outfits within 15 days, and 6 outfits within 60 days. Youth must have 3 bras at initial placement and throughout the pregnancy.
- 8 outfits and 4 bras after birth of child.
Youth must have 6 outfits within 30 days after the birth of the baby, 7 outfits within 60 days, and 8 outfits within 120 days. Youth must have 4 bras within 60 days after the birth of the baby.
- 2–3 pairs of shoes appropriate to the season
- Nightwear, bedroom slippers, and bathrobe
- 2 sweatshirts/sweaters
- 1 jacket or coat appropriate to cold or rainy season

Infant (Adjudicated)

- 2–4 receiving blankets
- 2 large blankets
- 2 blanket sleepers
- 8 one-piece stretch suits and/or 8 outfits for everyday or play
- 1 outfit for dressy/Sunday/special occasions
- 1 sweater and cap set
- 1 pair booties/play shoes
- 1 pair dress shoes
- 8 pairs of socks
- 4–6 undershirts
- 3 dozen cloth diapers, 1 dozen diaper liners, 2 pairs plastic pants OR 3 dozen disposable diapers
- 8 bibs
- 1 swimsuit, if applicable

EXHIBIT A-VII

AGENCY PLACEMENT AGREEMENT

AGENCY – GROUP HOME AGREEMENT Child Placed by Agency in Group Home

Name of Child	Parent's Name
Birth date of Child	Date Placed
Case Number	

Anticipated duration of placement is _____ months.

The agency will pay \$ _____ per _____ for room and board, clothing, personal needs, recreation, transportation, education, incidentals, supervision and social services. First payment to be made within 45 day's after placement with subsequent payments to be made monthly.

If additional amounts are to be paid, the reason, amount and conditions shall be set forth here

Special problems: Yes No If yes, explain _____

Agency Agrees To	Group Home Agrees To
<ol style="list-style-type: none"> 1. Provide the group home with knowledge of the background and needs of the child necessary for effective care. This shall include a social work assessment, medical reports, educational assessment, psychological/psychiatric evaluations, and identification of special needs when necessary. This shall be made available to group home within 14 days from date of placement. 2. Work with the group home toward development of a treatment plan. 3. Work toward termination of child's placement with group home staff 4. Continue paying for this child's care as long as eligible and the group home maintains child on an active status or until the agency requests that placement be terminated. 5. Assist in the maintenance of this child's constructive relationships with parents and other family members, and to involve parents in future planing or this child. 6. Contact this child in the group home at least once a month. If case plan would indicate less frequent contact, the group home will be informed. 7. Inform group home if child has any tendencies toward dangerous behavior. 8. Provide a Medi-Cal card or other medical coverage at the time of placement. 9. Provide authorization for medical treatment, signed by this child's parents or legal guardian. 10. Provide a clothing allowance as permitted to meet initial clothing needs 11. Provide assistance with emergencies. Telephone number for after-hours or weekends is : 	<ol style="list-style-type: none"> 1. Provide this child with the nurture, care, clothing, treatment and training suited to his needs. 2. Follow admission requirements related to medical screening, physical examination, medical testing and immunization. 3. Develop an understanding of the responsibilities, objectives and requirements of the agency in regard to the care of this child and work with the agency in planning for this child. 4. Encourage the maintenance of the natural parent-child relationship and include the child's parents in the treatment plan when possible. 5. Not use corporal punishment, punishment before the group, deprivation of meals, monetary allowances, visits from parents, home visits, threat of removal or any type of degrading or humiliating punishment and to use constructive alternative methods of discipline. 6. Respect and keep confidential information given about the child and his family. 7. Work toward termination of placement on a planned basis with maximum involvement of the child, parents and the agency. 8. Conduct a staffing or review on this child at least quarterly. 9. Submit an initial diagnostic summary to the agency within three (3) months from the date of placement. This summary shall include information listed on the reverse side of this agreement form. 10. Submit ongoing written evaluations to the agency quarterly. These evaluations shall include information listed on the reverse side of this agreement form. 11. Immediately notify agency of significant changes in this child's health, behavior or location. 12. Submit copies of any pertinent information such as school reports, medical reports and psychological/psychiatric reports as completed. 13. Give agency prior notice of at least 7 days of intent to discharge this child unless it is agreed upon with the agency that less notice is necessary. 14. Conform to the licensing requirements. 15. Provide state and federal agencies access to documentation when documentation is maintained on children in their care. 16. Notify the agency immediately if an application is made on behalf of this child for any kind of income. Examples of income include, but ate not limited to child support payments. Veterans Benefits. Railroad Retirement, Social Security, RSHDI, and Supplemental Security Income/State Supplemental Program (SSI/SSP). 17. Remit to Department of Public Social Services any income received on behalf of this child while in foster care up to the full cost of board and care plus medical cost in addition, I will cooperate to have the Social Security Administration, or the appropriate agency, make the Department of Public Social Services the payee for any funds received on behalf of this child.

I have read the foregoing and agree to conform to these requirements. The terms of this agreement shall remain in force until changed by mutual agreement of both parties of this child is removed from the group home.			
Signature of Children Placement Worker		Signature of Authorized Group Home Representative	
Title	Name of Agency	Title	Name of Group Home
Address		Address	
Phone Number	Date	Phone Number	Date

Initial diagnostic summary shall include:

- A. Medical and dental needs
- B. Psychological/psychiatric evaluations obtained
- C. Staffing review summaries
- D. Educational assessment
- E. Peer adjustment
- F. Relationship to staff
- G. Involvement in recreation program
- H. Behavioral problems
- I. Short-term treatment objectives (goals established for next 3 months)
- J. Long-range goals including anticipated length of placement
- K. Tasks planned to reach objectives and goals and staff who will be performing these tasks, including agency service activity
- L. Identification of unmet needs
- M. Involvement of child and his parents in the treatment program

Quarterly evaluations shall include:

- A. Current status of child's physical and psychological health
- B. Reassessment of child's adjustment to the group home. Program, peers, school and staff
- C. Progress toward short-term objectives and long-range goals including tasks which have been performed to reach these objectives and goals
- D. Reassessment of unmet needs and efforts made to meet these needs
- E. Modification of treatment plan, tasks to be performed and anticipated length of placement
- F. Involvement of child and his parents in treatment program

EXHIBIT A-VIII

**SPECIAL INCIDENT REPORTING GUIDE
FOR GROUP HOMES**

SPECIAL INCIDENT REPORTING GUIDE FOR GROUP HOMES (GH)

The Los Angeles County Departments of Children and Family Services and Probation have developed this reporting guide. It does not supercede the requirements outlined in California Code of Regulations Title 22, Sections 80061, 84061, and 84361(a); the Los Angeles County Foster Care Agreement; and the Los Angeles County Mental Health Placement Policies.

There is also certain information on the child that is to be maintained at the facility. Please refer to CCR Title 22, Sections 80070, 84070, 84070.1, and 84361(a) for the description of this material.

The provider shall maintain a copy of all reports as required in Sections 1 through 10 of this guide in the child's file in the facility. The provider shall also summarize the information in the child's quarterly reports to the county placement worker.

Children's files shall be retained at the facility for at least five years following the term of this Agreement.

Many of these special incident-reporting decisions require good judgement and sound discretion. If in doubt whether to report, call the appropriate agency for clarification. Whoever is reporting should be prepared for follow-up questions and have some expertise in the reporting procedure.

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1. BEHAVIOR INCIDENTS

(Any incidents that threaten the physical health, emotional health, or continued safety of any child, e.g. substance abuse, physical violence, physical restraints, seclusion, suicide attempts, sexually related incidents, school incidents, police contacts, and disruptive behavior by parents or other visitors) *Persons reporting special incidents for DCFS children should use the web-based I-Track system.* [NOTE: For DCFS children removed from a facility by law enforcement, also immediately call the DCFS crisis team at (1-800) 225-0256, PIN #6262452232. For Probation children, call the DPO of record during normal office hours or (323) 226-8506 after office hours.]

NOTE:

- **QAD** in the tables below means the Los Angeles County DCFS Quality Assurance Division.
- **GHS** in the tables below means the Los Angeles County DCFS Group Home Support Unit.
- **DMH** in the tables below means the Los Angeles County DCFS Department of Mental Health.

HOW	TO WHOM	WHEN
Telephone (Use I-Track system for QAD)	Admitting Parent(s)/Conservator (DMH children only)	Immediately or the next workday
	County Placement Worker	Immediately or the next workday
	QAD/Probation Consultant	Immediately or the next workday
	Community Care Licensing	Immediately or the next workday
Written (Use I-Track system for QAD)	Child's clinical file (DMH children only)	Immediately or the next workday
	County Placement Worker	Within 7 calendar days
	QAD/Probation Consultant	Within 7 calendar days
	Community Care Licensing	Within 7 calendar days

2. OTHER SIGNIFICANT INCIDENTS

A. Child not enrolled in school; child not regularly attending school.

HOW	TO WHOM	WHEN
Telephone	County Placement Worker	Within 5 school days

B. Child removed from facility without authorized representative's participation, e.g. relocation of a child to a satellite home, Juvenile Hall or any other facility.

HOW	TO WHOM	WHEN
Telephone	Admitting Parent(s)/Conservator (DMH children only)	Immediately or the next workday
	County Placement Worker	Immediately or the next workday
	Probation Consultant	Immediately or the next workday
	Community Care Licensing	Immediately or the next workday
Written	Child's clinical file (DMH children only)	Immediately or the next workday
	Probation Consultant	Immediately or the next workday
	County Placement Worker	Within 7 calendar days
	Community Care Licensing	Within 7 calendar days

3. ILLNESS

E.g. common cold or flu that may or may not require medical treatment by physician)

HOW	TO WHOM	WHEN
Telephone	Parent/Guardian (DMH children only)	Immediately or the next workday
Written	Parent/Guardian	Within 7 calendar days
	Child's clinical file (DMH children only)	Within 7 calendar days

4. INJURY OR ACCIDENT

(Includes, but is not limited to, incidents requiring treatment by a medical physician. If in doubt, report to or call the required agency for clarification.)

HOW	TO WHOM	WHEN
Telephone	Parent/Guardian (DMH children only)	Immediately or the next workday
	Probation Consultant	Immediately or the next workday
	Community Care Licensing	Immediately or the next workday
Written	Parent/Guardian	Within 7 calendar days
	Community Care Licensing	Within 7 calendar days
	Probation Consultant	Immediately or the next workday
	Child's clinical file (DMH children only)	Within 7 calendar days

5. SERIOUS INJURY, ILLNESS OR ACCIDENT

(Incidents requiring extended medical treatment of two or more doctor visits)

HOW	TO WHOM	WHEN
Telephone (Use I-Track system for QAD)	Parent/Guardian	Immediately or the next day
	Community Care Licensing	Immediately or the next workday
	County Placement Worker	Immediately or the next workday
	QAD/Probation Consultant	Immediately or the next workday
Written (Use I-Track system for QAD)	Child's clinical file (DMH children only)	Immediately
	Community Care Licensing	Within 7 calendar days
	County Placement Worker	Within 7 calendar days
	QAD/Probation Consultant	Within 7 calendar days

6. DEATH

HOW	TO WHOM	WHEN
Telephone (Use I-Track system for QAD)	County Placement Worker	Immediately
	QAD/Probation Consultant (Probation Director will contact parent)	Immediately
	Community Care Licensing	Immediately or the next workday
Written (Use I-Track system for QAD)	Child's clinical file (DMH children only)	Within 48 hours
	County Placement Worker	Within 3 calendar days
	QAD/Probation Consultant	Within 3 calendar days
	Community Care Licensing	Within 7 calendar days

7. UNAUTHORIZED ABSENCE (AWOL)

Examples of reportable absences include absence from the facility without permission when: (1) The child's physical health, emotional health, or safety is threatened; (2) Failure to return to the facility at the appointed time after an approved absence.

HOW	TO WHOM	WHEN
Telephone (Use I-Track system for QAD)	Parent/Guardian	Immediately
	Law Enforcement	Immediately
	County Placement Worker (For DCFS, use Child Abuse Hotline after hours)	Immediately
	QAD	Immediately or the next workday
	Probation Consultant	Immediately (This is in addition to the mandatory stop requirements)
	Community Care Licensing	Immediately or the next workday
Written (Use I-Track system for QAD)	Child's clinical file (DMH children only)	Within 36 hours
	County Placement Worker	Within 36 hours
	QAD/Probation Consultant	Within 36 hours
	Community Care Licensing	Within 7 calendar days

8. CHILD ABUSE

(All personnel are required by law to report known, suspected or alleged incidents of child abuse. Reference: Child Abuse Reporting Law, Penal Code Section 11165-11174.4). Incidents include:

- A. Sexual abuse or assault of a child.
- B. Sexual exploitation including child pornography or prostitution.
- C. Sexual activity involving minors who have not reached the age of consent.
- D. A physical injury inflicted upon a child by another person by other than accidental means. This includes unlawful corporal punishment and willful cruelty or infliction of unjustifiable physical pain or punishment on a child by any person.
- E. Neglect, including medical neglect.
- F. Infliction of mental/emotional suffering.

HOW	TO WHOM	WHEN
Telephone (Use I-Track system for QAD)	Law Enforcement	Immediately
	County Placement Worker (For DCFS, use Child Abuse Hotline after hours)	Immediately
	Parent/Guardian	Immediately, if deemed appropriate by County Placement Worker, Child Abuse Hotline, or Law Enforcement
	Community Care Licensing	Immediately or the next workday
	QAD/Probation Consultant	Immediately or the next workday
Written (Use I-Track system for QAD)	Child's clinical file (DMH children only)	Immediately
	Law Enforcement	Within 36 hours
	County Placement Worker	Within 36 hours
	QAD/Probation Consultant	Within 36 hours
	Community Care Licensing	Within 7 calendar days

NOTE: Use of State Form SS8572, "Suspected Child Abuse," is mandatory. Additional information may be provided on the "Special Incident Report (SIR)" form with a copy of SS8572 attached.

9. SIGNIFICANT CHANGES IN GROUP HOMES

- A. Any change in licensee’s mailing address.
- B. Any change in the plan of operation which affects service to children.
- C. Any change of the Chief Executive Officer of a corporation or association.
- D. A change in administration.

HOW	TO WHOM	WHEN
Telephone (Use I-Track system for QAD)	County Placement Worker	Immediately upon anticipation of change; immediately upon occurrence or the next workday
	QAD/GHS/Probation Consultant	Immediately upon anticipation of change; immediately upon occurrence or the next workday
Written (Use I-Track system for QAD)	County Placement Worker	Within 7 calendar days
	QAD/GHS/Probation Consultant	Within 7 calendar days
	Community Care Licensing	Within 10 calendar days

- E. Staffing disruption, e.g. strikes or staff shortages.

HOW	TO WHOM	WHEN
Telephone (Use I-Track system for QAD)	Community Care Licensing	Immediately or the next workday
	County Placement Worker (DMH children only)	Immediately or the next workday
	QAD/GHS/Probation Consultant	Immediately or the next workday
Written (Use I-Track system for QAD)	Community Care Licensing	Within 7 calendar days
	QAD/GHS/Probation Consultant	Within 7 calendar days

10. SIGNIFICANT INCIDENTS WHICH INVOLVE THE COMMUNITY OR PHYSICAL PLANTS AND MAY HAVE SERIOUS IMPACT ON THE RESIDENTS, e.g. EPIDEMICS, POISONING, CATATROPHES, FLOODS, EXPLOSIONS, EARTHQUAKE DAMAGE, ANY FIRES, OR ANY OTHER POTENTIALLY DANGEROUS ENVIRONMENT.

HOW	TO WHOM	WHEN
Telephone (Use I-Track system for QAD)	Local fire authority for all fires and explosions (Section 80061(b)(1) of CCR)	Immediately
	Local Health Officer for all epidemic outbreaks (Section 80061(b)(1) of CCR)	Immediately
	County Placement Worker	Immediately or the next workday
	QAD/GHS/Probation Consultant	Immediately or the next workday
	Community Care Licensing	Immediately or the next workday
Written (Use I-Track system for QAD)	Local Health Officer	Immediately
	County Placement Worker	Within 7 calendar days
	QAD/Probation Consultant	Within 7 calendar days
	Community Care Licensing	Within 7 calendar days

EXHIBIT A-IX

**REQUIREMENTS FOR MEDICAL/DENTAL EXAMS FOR
PLACED CHILDREN**

**DEPARTMENT OF CHILDREN AND FAMILY SERVICES AND PROBATION
DEPARTMENT REQUIREMENTS FOR MEDICAL/DENTAL EXAMS FOR
PLACED CHILDREN**

The Department of Children and Family Services (DCFS) and Probation Department policy on medical/dental exam frequency is different from the State CHDP frequency and we are auditing to the DCFS and Probation policy.

- Children under two years of age are to receive exams every one, two or three months based on age (see attached chart).
- Children two and over are to receive medical/dental exams within CHDP frequency requirements or annually, whichever is more frequent. This means that all placed children age two years and older must have at least annual medical exams.
- All children age three years and older must have annual dental exams.

PERIODICITY SCHEDULE FOR HEALTH ASSESSMENT REQUIREMENTS BY AGE GROUPS

SCREENING REQUIREMENT	AGE OF PERSON BEING SCREENED															
	Under 1 mo.	1-2 mo.	3-4 mo.	5-6 mo.	7-9 mo.	10-12 mo.	13-15 mo.	16-23 mo.	2 yr.*	3 yr.*	4-5 yr*.	6-8 yr*.	9-12 yr*.	13-16 yr*.	17-20 yr*.	
Interval Until Next Exam	1 mo.	2 mos.	2 mos.	2 mos.	3 mos.	3 mos.	3 mos.	6 mos.	1 yr.	1 yr.	2 yr.	3 yr.	4 yr.	4 yr.	None	
HISTORY AND PHYSICAL EXAMINATION	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Anticipatory Guidance	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Dental Assessment	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Development/Behavioral	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Nutritional Assessment	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Pelvic Exam 1																x
Tobacco Assessment		x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
MEASUREMENTS																
Blood Pressure										x	x	x	x	x	x	x
Head Circumference	x	x	x	x	x	x	x	x								
Height/Length and Weight	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
SENSORY SCREENING																
Audiometric 2										x	x	x	x	x	x	x
Clinical Observation	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Non-audiometric	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Visual Activity Test (Snellen) ²										x	x	x	x	x	x	x
PROCEDURES/TESTS																
Blood Lead Risk Assessment				x	x	x	x	x	x	x	x					
Blood Lead Test						x			x							
Hematocrit or Hemoglobin																
TB Exposure Risk Assessment	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Tuberculin Test											x			x		
Urine Dipstick or Urinalysis											x	x	x	x	x	x
OTHER LABORATORY TESTS																
Chlamydia Test	To be done when health history and/or physical examination warrants															
Gonorrhea Test	To be done when health history and/or physical examination warrants															
Ova and Parasites	To be done when health history and/or physical examination warrants															
Papanicolaou (Pap) Smear	To be done when health history and/or physical examination warrants															
Sickle Cell	To be done when health history and/or physical examination warrants															
VDRL RPR, or ART	To be done when health history and/or physical examination warrants															
IMMUNIZATIONS	Administer as necessary to make status current															

*One check-up per year for foster children between the ages of 2 and 19 years

NOTE: Children coming under care who have not received all of the recommended procedures for an earlier age should be brought up to date as soon as appropriate.

- 1 Recommended for sexually active females and females age 18 years and older.
- 2 Snellen testing and audiometric testing should start at age 3 years if possible. Clinical observation and non audiometric testing may be substituted if child is uncooperative.

EXHIBIT A-X

**ADMINISTRATION OF PSYCHOTROPIC MEDICINES TO DCFS
SUPERVISED CHILDREN**

0600-514.10

**ADMINISTRATION OF PSYCHOTROPIC DRUGS
TO DCFS-SUPERVISED CHILDREN**

DATE OF ISSUE:	10/31/01
APPLICABLE TO:	All Case-Carrying CSWs and Their SCSWs
LEGAL BASIS:	Welfare and Institutions Code Sections 369 and 369.5 Los Angeles County Superior Court Psychotropic Medication Protocol dated September, 2001
RELATED POLICY RELEASE(S):	Procedural Guide 0300-506.08 , Communication With a Child's Attorney Procedural Guide 0600-501.05 , Medical Consent Procedural Guide 0600-515.20 , Psychiatric Hospitalization: Involuntary
NON-CWS/CMS FORM(S):	Juvenile Court Form , Psychotropic Medication Authorization
CWS/CMS FORM(S):	Case Plan Case Plan Update Contact Notebook Health Notebook
SUPERSEDES AND CANCELS:	FYI 98-30 , Psychotropic Desk Clerk Procedural Guide 0300-510.10 , Administration of Anti-Seizure/Psychotropic Medication to DCFS-Placed Children

Many children who are supervised by our Department receive mental health services. In some cases, the treating professional may form the conclusion that the child's emotional status would improve if treated with psychotropic medication.

The Los Angeles juvenile court's Psychotropic Medication Protocol defines psychotropic medication as:

...those drugs administered for the purpose of effecting the central nervous system to impact behavior or psychiatric symptoms. Such medications include: anti-anxiety agents, antidepressants, antimanic agents, antipanic medications, antipsychotic medications, and psychostimulants.

Anticonvulsant medications, when prescribed expressly to control seizures, are not considered to be psychotropic and are not covered by the court's protocol. Medication prescribed to control **enuresis** is also not covered by this protocol.

The Welfare and Institutions Code, together with the Los Angeles Superior Court, provide specific guidelines and limitations regarding a physician's ability to provide psychotropic medication to a child who is under the supervision of the juvenile court.

Court authorization is required prior to non-emergency psychotropic medication being prescribed in the following circumstances:

1. For any child under the court's supervision whose parent or guardian is unavailable or unwilling to provide consent
2. For any child on whose behalf the court has made disposition orders, and who resides in out-of-home care

Court authorization is not required prior to psychotropic medication being prescribed under the following circumstances:

1. The court has not yet made disposition orders on behalf of the child.
2. The court has made disposition orders and the child resides in the home of a parent or legal guardian.

NOTE: Even in those cases where parent/legal guardian consent suffices, the physician is still required to fax the request to court. S(he) may, however, begin to administer the drug prior to any action by the court.

3. The physician has made a determination that an emergency exists. The court has defined an emergency as: "i) the physician finds that a child requires psychotropic medication, ii) due to a mental disorder, iii) where the purpose of the medication is to (a) protect the life of the child or others, (b) prevent serious harm, which will occur within eight days, or (c) prevent substantial suffering, which will occur within 8 days, and iv) alternatives were used or not possible or available. It is not necessary for the harm to actually take place or become unavoidable."

The physician has specific duties under the law with respect to administration of psychotropic medication to dependency court-supervised children. It is important that the CSW confirm that the physician has followed the prescribed requirements prior to administering the medication.

1. In all cases, the physician must make a good-faith effort to obtain written parent/legal guardian consent before administering psychotropics to a child.
2. In all cases, the physician must mail or fax to the Psychotropic Desk Clerk at court a completed Psychotropic Medication Authorization. The clerk's phone number is (323) 526-6640. The fax number is (323) 260-5082. The Medical History/Examination and Medications portions of the form must be personally filled out and signed by the physician. The form will not be accepted at court unless the physician has indicated the range of dosages to be authorized.
3. The physician must accept telephone inquiries from the Juvenile Court Mental Health Unit, the child's attorney, or the judicial officer or the Child's Court Appointed Special Advocate (CASA).
4. The physician is required to explain to the child, in age-appropriate terms, the purpose and benefits of the medication.

In those situations where parent/legal guardian consent is sufficient, the physician may begin administration of the psychotropic medication as soon as consent has been obtained and the form has been sent to court.

In those cases where court authorization is required, the physician may not commence treatment until authorization has been obtained. The only exception is where the physician has determined an emergency, as defined above, exists. In that limited situation, the physician may begin administration of the drug as long as (s)he has simultaneously sent an emergency authorization request to the court.

The authorization requests are sent to the Juvenile Court Mental Health Unit by the Psychotropic Desk Clerk at dependency court. The clerk will also send a copy of the request to the parents and notify them by letter. The Mental Health Unit will review the form and recommend that the court either grant, modify or deny the request, or seek more information before ruling. The Unit will then return the request to the Psychotropic Desk Clerk who in turn forwards the request to the courtroom that is responsible for the child.

It is the responsibility of the individual courtrooms to adopt a procedure to ensure that the child's attorney is provided notice of the request for psychotropic medication and the opportunity to review the request form prior to the court's ruling on the request. The court has specified that the request for authorization for these drugs must be responded to within eight court days from the time the request was submitted by the physician.

When the judicial officer rules on the request for medication, the judicial officer will complete and sign the "Court Order" section of the form. A judicial assistant at court will then send a copy of the form to the case-carrying CSW, the child's attorney, the Mental Health Unit and the requesting physician.

If the court authorized medication, it will be the CSW's responsibility to provide the caregiver with a copy of the authorization. If the court failed to authorize the medication, it will be the CSW's responsibility to contact the physician and ensure that (s)he does not prescribe or administer the medication.

The authorization is good for six months only and only for the dosages approved. If the physician believes a longer course of medication is necessary or decides to change the type of medication or the dosage, another request must be made. A new authorization is not required if the child changes physicians, as long as no other changes are made.

Even with court approval, a child who is at least 12 years of age **has a right to refuse** the medication. That refusal must be respected unless the child meets the qualifications for involuntary psychiatric hospitalization under Welfare and Institutions Code 5150 or has a conservator. **See Procedural Guide #0600-515.20, Psychiatric Hospitalization: Involuntary.** If a child under the age of 12 objects, the social worker must request a court hearing on the matter. No medication may be administered prior to the matter being heard in court.

A. WHEN: A CHILD IS DETAINED

WHO	HOW
Emergency Response or Case-Carrying CSW	<ol style="list-style-type: none"> 1. Ensure that a copy of the Psychotropic Medication Authorization form is included in every placement packet. Refer to Appendix A for a copy of the form. <p>NOTE: The caregiver will then have the form available if it is needed in the future. In the case of infants, the use of medication to combat symptoms of drug withdrawal, such as irritability and poor sleep, may be considered psychotropic.</p> <ol style="list-style-type: none"> a. Complete only the child’s name, date of birth, court number and court department number. b. Provide the original to the caregiver. Place a copy in the child’s Psychological/Medical/Dental folder. 2. Explain to the caregiver the procedures necessary (as described above) should a physician recommend psychotropic drugs for the child in the future.
Emergency Response or Case-Carrying CSW	<ol style="list-style-type: none"> i. Instruct the caregiver to contact the CSW immediately upon learning of the doctor’s recommendation.
Case-Carrying CSW	<ol style="list-style-type: none"> 1. At the initial child contact, ensure that the caregiver has been provided a psychotropic authorization form and that the caregiver understands the required procedures.

B. WHEN: A PHYSICIAN RECOMMENDS PSYCHOTROPIC MEDICATION AND THE CHILD’S CASE IS PRE-DISPOSTION

Although it is the CSW’s responsibility to oversee the child who may be receiving psychotropic medication, the regional Public Health Nurse will be a valuable resource. If there are questions regarding any aspect of the proposed treatment, it is recommended that the CSW ask the nurse to communicate with the physician and serve as a liaison between the physician and our Department.

WHO	HOW
Case-Carrying CSW	<ol style="list-style-type: none"> 1. Instruct the caregiver to provide the psychotropic authorization form to the physician.

2. **Contact** the physician and **explain** the necessity that the physician complete the authorization form in detail. **Explain**, if necessary, what is required of the physician before the child can be treated with psychotropic medications. **Ask** the physician to attempt to contact the parent/legal guardian.

NOTE: It is the physician's responsibility to explain to

the parent the need for the medication, possible side-effects and so forth. It is also the physician's responsibility to obtain parental consent.

3. **Inform** the physician that a copy of the authorization form, with the parent/legal guardian's signature if the parent has provided it, must be faxed to court before the drugs are prescribed.

Case-Carrying CSW

NOTE: The physician is not required to await court authorization prior to prescribing the medication if the parent/legal guardian has signed his or her consent. When the authorization that has been signed by the parent or guardian is received at court, the court will verify the parent/guardian's signature and indicate that no court action is required in the "Court Order" section of the form.

4. If the parent cannot be contacted or refuses to consent, **inform** the physician that court authorization will be required prior to the medication being prescribed.
5. **Document** in the child's Contact Notebook all communications with the caregiver, the parent and the physician regarding the psychotropic medication request.
6. When the Psychotropic Desk Clerk returns the authorization form to the regional office:
 - a. If authorization has been granted, or if the court has noted that no court action is required due to parental consent, **file** a copy of the signed order in the child's Psychological/Medical/Dental folder.

Enter the date the medication was authorized and **mail** a copy of the authorization to the caregiver.

- b. If authorization has been denied, **enter** that information in the child's health notebook, **notify** the caregiver and **contact** the child's physician to ensure that (s)he will not prescribe or administer the medication.

NOTE: The court has delegated responsibility for notifying the child's attorney to the courtroom Judicial Assistant.

- 7. If a child objects to the approved psychotropic medication:

Case-Carrying CSW

- a. If the child is at least 12 years of age, the medication **may not be administered**, regardless of prior court/parental approval, unless the physician determines that the child meets the criteria for an involuntary hospitalization pursuant to Welfare and Institutions Code 5150. **See Procedural Guide #0600-515.20, Psychiatric Hospitalization: Involuntary.**
- b. If the child is under the age of 12, **file** an ex parte application in court requesting that the medication be administered over the child's objections. **Notice** all parties and **ensure** that the child is present in court for the hearing.
 - i. **Update** the Case Plan to incorporate the child's treatment plan, including the use of psychotropic medication.
 - ii. **Provide** the caregiver with a new, unsigned authorization form for future use. **See** Part A. 1. a., above.
 - iii. At each child contact, **review** the signed authorization, if any, to ensure it is current.
 - a. If the authorization is within one month of expiring, **consult** with the child's physician. If the physician believes the psychotropic drug continues to be necessary, **advise** the physician to fax a new authorization form to the court.

WHO	HOW
-----	-----

- i. **Ask** the caregiver to provide the physician with a new authorization form. **Provide** the caregiver with a replacement form.

C. WHEN: A PHYSICIAN RECOMMENDS PSYCHOTROPIC MEDICATION AND THE CHILD’S CASE IS POST-DISPOSITION

WHO	HOW
-----	-----

Case-Carrying CSW

1. **Follow** the procedures in Part B., steps 1-4.
2. **Inform** the physician that court approval is required, regardless of whether or not the parent/legal guardian consents.
3. **Follow** the procedures in Part B., steps 6–11.

LOS ANGELES COUNTY SUPERIOR COURT, JUVENILE DIVISION »

THIS FORM MUST BE FAXED / MAILED TO THE APPROPRIATE COURT FOR AUTHORIZATION PRIOR TO THE ADMINISTRATION OF PSYCHOTROPIC MEDICATION, ABSENT AN EMERGENCY. **DEPENDENCY:** FAX # **323-260-5082** OR CHILDREN’S COURT, PSYCHOTROPIC CLERK, 201 CENTRE PLAZA DR., MONTEREY PARK, CA 91754. **DELINQUENCY:** FOR INFORMATION ABOUT WHICH COURT DEPARTMENT AND THE PROPER FAX AND PHONE NUMBER / ADDRESS, PLEASE CALL **323-226-8494**.

Psychotropic Medication Authorization Form

LOG # _____

COURT ORDER (to be completed by the court)

Please include this form with discharge packet!

Court having read and considered the following request:

- Finds good cause to approve** the prescription and administration of psychotropic medication, for a period **not to exceed six months**.
- Approves with modification:** _____
- Court action not required due to:** **Consent provided by Parent/Legal Guardian.** **Medication not psychotropic.** **Other.**
- Denies request due to:** Incomplete/illegible form Other: (please print) _____

Please note: stopping of medication is to be done in accordance with best medical practices.

Date _____ **Dept.** _____ **Judicial Officer Print** _____ **Sign** _____

Note: Children have a right to refuse medication in some circumstances. See Psychotropic Medication Protocol, Sec. IV.

A. IDENTIFYING INFORMATION

Child’s Name (Last, First, MI)	Sex	D.O.B.	Ethnicity	Ct. Dept.	Court Case No.
Child’s Current Placement (Name)	Address		Phone	Plcmt. Contact Person	
			Fax		
<input type="checkbox"/> Foster Home <input type="checkbox"/> Relative <input type="checkbox"/> Group Home <input type="checkbox"/> Hospital <input type="checkbox"/> Parent	INSTITUTIONS: <input type="checkbox"/> Barry J. Nidorf Juvenile Hall <input type="checkbox"/> County Jail <input type="checkbox"/> Central Juvenile Hall <input type="checkbox"/> Probation Department Camp <input type="checkbox"/> Dorothy Kirby Center <input type="checkbox"/> Los Padrinos Juvenile Hall <input type="checkbox"/> MacLaren Children’s Center <input type="checkbox"/> CYA				
CSW or DPO: Name: (Last, First)		Region or Office:		Phone:	
Name of Prescribing Physician (print)	Address		Office Ph.	License No.	
	Fax		Emg. Ph.		
Specialty: <input type="checkbox"/> Gen./Family Practice <input type="checkbox"/> Pediatrics <input type="checkbox"/> Neuro. <input type="checkbox"/> Child/Adoles. Psychiatry <input type="checkbox"/> Gen. Psych. <input type="checkbox"/> Other:					

THE FOLLOWING SECTIONS MUST BE PERSONALLY COMPLETED AND SIGNED BY THE PRESCRIBING PHYSICIAN.

B. MEDICAL HISTORY/EXAMINATION

B1. Last Physical Exam — Minor **must** have physical examination during the **12 months** prior to starting psychotropic medication.

Date	Location of PE records	Prescribing physician examined records: <input type="checkbox"/> Yes. <input type="checkbox"/> No. If no, why not?
------	------------------------	--

B2. Current Psychotropic medication request is: **Continuation of Rx Only** **Non-emergency** **Emergency**

Nature and circumstances of emergency must be specified here, to allow for temporary administration, pending judicial order:
 (Administration of Continued medication or Emergency medication can proceed immediately)

B3. Who brought child, and what is their relationship? _____

CHILD'S NAME _____

LOG # _____

B4. Present illness: Duration: _____ Prior medications: _____

B5. Your sources of information about child: (e.g., caregiver, teacher, records) _____

B6. List relevant laboratory tests performed or ordered, and schedule: _____

B7. Diagnosis: (DSM Dx and Codes required) _____

B8. Target symptoms and current status: _____

C. MEDICATIONS List **all** prescribed medications. Mark them (N)ew, (C)ontinued, or (D)iscontinued. Use additional sheet if needed.

C1. Name of medication(s)	N, C, or D	Administration Schedule:	Min	Max
		(Initial and Target Schedules for New Rx) (Current Schedule for Continued Rx)	Dose/day	Dose/day

C2. Written materials about side effects and drug interactions have been given to: child caregiver other _____

C3. Please indicate response to ongoing Rx treatment, and reasons for any Rx changes: _____

C4. Please describe interventions other than medication, which are on going or planned, and any which have been considered or tried: _____

I hereby declare that all the foregoing is true to the best of my knowledge.	Prescribing Physician's Signature	Date
I hereby do <input type="checkbox"/> do not <input type="checkbox"/> consent to the prescription and administration of this medication for my child.	Parent <input type="checkbox"/> or Legal Guardian <input type="checkbox"/> signature (NOT foster parent, caregiver, etc.) Print _____ Sign _____	Date
Parent/Guardian Notice sent by <input type="checkbox"/> DMH <input type="checkbox"/> Phys. <input type="checkbox"/> Plemt. <input type="checkbox"/> Court <input type="checkbox"/> Prob. On: _____ If not, reason: _____	Child's Attorney initial here and check: DCLS 1 <input type="checkbox"/> DCLS 2 <input type="checkbox"/> DCLS 3 <input type="checkbox"/> Panel <input type="checkbox"/>	

EXHIBIT A-XI

EMANCIPATION PREPARATION GOAL CONTRACT

LOS ANGELES COUNTY
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
EMANCIPATION PREPARATION GOAL CONTRACT

(To be completed by youth ages 14 and older)

(CSW completes top section)

This is a 6 month contract and represents the period of time beginning _____ and ending _____

YOUTH'S NAME _____ AGE _____ DATE _____

CASE NAME _____ CASE # _____

POTENTIAL EMANCIPATION DATE _____ NEXT COURT DATE _____

INSTRUCTIONS TO YOUTH: The purpose of this contract is to capture the goals you are agreeing to achieve over the next 6 months. It is a good organizing tool to help you stay focused and keep track of your progress toward accomplishing each goal. Your CSW and Caregiver will also have copies of this contract and will help you monitor your success.

My goal for the next 6 months is:

ACTIVITY <i>What will I do?</i>	DEADLINE <i>When will I get it done?</i>	RESOURCES <i>What people, places, and things are available to help me?</i>	COMMENTS

Signing this contract means we will all work to complete the steps necessary to help me meet my goals.

My Signature: _____ Date _____

Caregiver Signature: _____ Date _____

CSW Signature: _____ Date _____

EXHIBIT A-XII

**QUALITY AND ACCOUNTABILITY SUB-COMMITTEE REPORT,
PLACEMENT TASK FORCE**

Quality and Accountability Sub-Committee Report, Placement Task Force

Qualifications and Training for Group Homes

In addition to the regulations set forth in Title 22, Division 6, Chapter 5, with regards to educational and experiential qualifications of administrative and direct service staff, the subgroup recommends mandatory initial training for all group home staff with mandatory continuing education each year that can be chosen from a variety of topics and programs approved by the placing agencies. This could be implemented through regulatory changes, statewide legislation or policy changes in the placing agency. If changes are implemented through regulatory changes rather than legislation, then Community Care Licensing (CCL) regulations should be revised to include minimum standards for continuing education, including approved program components. Monitoring would be part of CCL's responsibility. However, if statewide legislation or regulation changes are not passed, the subgroup recommends that the County take the lead in requiring mandatory training and continuing education for both the placing agency and the group home staff.

To ensure that children receive the best quality of care and services, the following training is recommended:

1. Placing Agency

- a) The placing agency is to provide caseworker with training which includes information regarding the roles and responsibilities of the group home. Training should include information on identifying which services are provided by the group home, intake criteria as appropriate for the program offered, and community resources available. Training also should include how to assess the services provided and whether they are appropriate for the particular child being placed.
- b) Placing agency should provide caseworker with information and training on how to make appropriate placements and how to understand the program and services.
- c) Training should include topics listed as outcomes in Section I, (A2), ensure that the child's case plans appropriately address outcomes.
- d) Placing agency should develop a system to track continuing education compliance by group homes and treatment centers as well as its own staff.

2. Group Home Staff

- a) All staff is to receive orientation training within the first month of employment. Such training should include information regarding the role of the agency, the caseworker, and placing agency. Training also should include information regarding the services provided by the agency, intake criteria, as appropriate for

the program(s) offered, community resources available, and those topics listed as outcomes in Section I, (A2).

- b) Administrators and provider staff also will be required to complete 20 hours of continuing education by a professional in related topics within the first 18 months of employment. Qualifications are to be in accordance with Title 22, Division 6, Chapter 5, Sections 84064, 84065, and 84065.2.
- c) Every group home that contracts with the County will be required to submit quarterly reports indicating the hours of continuing education completed and the topics covered for all staff and will be required to maintain records of such training.¹
- d) Thereafter, staff will receive ongoing training, as pre-approved by the placing agency (e.g., DCFS, Probation). Training topics should include focus on all service outcome areas addressed in the case plan. Refer to outcomes in Section I, (A2), for suggested training topics. Staff is not to repeat the same training within a two-year period.

3. Board Deputies

Board Deputies should receive training in placement agencies' criteria and procedures for the use of out-of-home placement. Court approved confidentiality should be available to Board Deputies so that they can read relevant records.

¹ At this time this report is required only when requested by the COUNTY.

EXHIBIT A-XIII

GROUP HOME PROGRAM STATEMENT IS FILED AT DCFS

COUNTY OF LOS ANGELES • DEPARTMENT OF CHILDREN AND FAMILY SERVICES
MEDICAL EXAMINATION FORM - INSTRUCTIONS

Please refer to the MEDICAL RECORD PROCEDURES FOR FOSTER CAREGIVERS on the reverse side of this form.

(To be completed by CSW/Caregiver. Please print legibly.)

Infants (0-2 years) or 'High Risk' children must be medically examined within three (3) days of initial placement. 'High Risk,' means one or more of the following conditions exists: a past or present significant medical problem or chronic illness; possible contagious disease; on medication; and/or a social problem (e.g., language barrier) which might conceal an unmet medical need.

Child must have medical exam within thirty (30) days of initial placement.

Child needs annual/age-appropriate medical exam by _____.

CHILD's NAME: _____ DOB: _____ CASE #: _____ DATE PLACED: _____

CAREGIVER: _____ (Phone) _____ (FFA) _____ (Phone) _____

CSW: _____ (File #) _____ (Phone) _____ (Fax) _____

Medical data entered into CWS/CMS by: (Name) _____ (Date) _____

MEDICAL EXAMINATION FORM (To be completed by Doctor)

PHYSICAL EXAMINATION

Doctor is a CHDP provider? Yes No Was child tested for lead poisoning? Yes No

Date of Physical Examination: _____ Name of Doctor: _____

- Initial CHDP/CHDP-equivalent examination.
- Annual/age-appropriate CHDP/CHDP-equivalent examination.
- Other/Follow-up visit.
- Doctor's own exam form or PM 160 attached. If not attached, complete below.
- Entered into Health and Education Passport.

Physical Exam results: Age: _____ (Yrs.) _____ (Mos.) _____ (Wks.) Height: _____ % _____ Weight: _____ % _____
(May be continued on additional pages if necessary. If so, provider must date and sign second page.)

(Treatment given; Medications Prescribed. Please attach copies of supporting documentation; test results, etc.)

If follow-up care indicated, specify: _____

Immunizations given: _____
(If appropriate, complete Immunization Record)

Signature of Health Care Provider: _____ (Date) _____
(Doctor, Nurse Practitioner, Physician's Assistant)

Address: _____ Phone: _____



MEDICAL RECORD PROCEDURES FOR FOSTER CAREGIVERS

Caregiver is a Foster Parent, Relative, Group Home, or Foster Family Agency.

The HEALTH & EDUCATION PASSPORT (HEP) BINDER accompanies each child at the time of placement. The Children's Social Worker (CSW) will review the HEP BINDER with you at each visit.

The Health and Education Passport must be taken to all medical visits, including the initial examination visit. The health care provider must record all current medical services and tests on the DCFS 561(a). Please add the completed forms to the child's HEP BINDER.

Immediately notify the child's CSW (or Supervising CSW, if the CSW is unavailable) when there is any change in the child's mental, medical and/or dental health that required urgent medical care.

If the child is removed from your care, the child's complete HEP BINDER, including the Immunization Record, shall be returned to the CSW *at the time of removal*, as the HEP BINDER must accompany the child upon replacement.

Please use the Child Health and Disability Prevention (CHDP) Program for medical and dental examinations. Please refer to the following CHDP periodicity schedule. For more information on the CHDP program please refer to the CHDP brochure in the HEP BINDER.

HEALTH CARE EXAMINATIONS PERIODICITY SCHEDULE

Within 30 days of the initial placement, all foster children must have a medical examination.

Children under age 2 years require more frequent medical examinations as follows:

- Children from birth to 6 months need an examination every two months.
 - Children from 7 to 15 months need quarterly (every 3 months) examinations.
 - Children from 16 to 23 months need semi-annual (every six months) examinations.
 - Children 24 months and older need annual (yearly) examinations.
 - Children are also to have immunizations according to the current Recommended Childhood Immunization Schedule.
-

DENTAL EXAMINATION FORM - INSTRUCTIONS

MEDICAL RECORD PROCEDURES FOR FOSTER CAREGIVERS (Caregiver is a Foster Parent, Relative, Group Home, or FFA.)

The HEALTH & EDUCATION PASSPORT (HEP) BINDER accompanies each child at the time of placement. The Children’s Social Worker (CSW) will review the HEP BINDER with you at each visit.

The Health and Education Passport must be taken to all medical visits, including the initial examination visit. The health care provider must record all current medical services and tests on the DCFS 561(b). Please add the completed forms to the child’s HEP BINDER.

Immediately notify the child’s CSW (or Supervising CSW, if the CSW is unavailable) when there is any change in the child’s mental, medical and/or dental health that required urgent medical care.

If the child is removed from your care, the child’s complete HEP BINDER, including the Immunization Record, shall be returned to the CSW at the time of removal, as the HEP BINDER must accompany the child upon replacement.

Dental Care Examination Periodicity Schedule: Annual dental examination required at age 3 and above.

(To be completed by CSW/Caregiver. Please print legibly.)

- Child needs dental examination within thirty (30) days of initial placement.
- Child does not need dental examination because child had a dental examination within one (1) year of placement.
- Child needs dental examination by _____.

CHILD’S NAME: _____ DOB: _____ CASE #: _____ DATE PLACED: _____

CAREGIVER: _____ (Phone) _____ (FFA) _____ (Phone) _____

CSW: _____ (File #) _____ (Phone) _____ (Fax) _____

Dental data entered into CWS/CMS by: (Name) _____ (Date) _____

DENTAL EXAMINATION FORM (To be completed by Dentist.)

DENTAL EXAMINATION

Date of Dental Examination: _____ Name of Dentist: _____

- Annual Required Examination
- Other/Follow-Up Visit
- Dentist’s own exam form is attached. If not attached, complete below.

Dental Exam results: (Treatment given; Medications Prescribed. Please attach copies of supporting documentation; test results, etc.)

(May be continued on additional pages if necessary. If so, provider to include child’s name and DOB, and sign and date additional pages.)

If follow-up care indicated, specify: _____

Signature of Health Care Provider: _____ (Date) _____
(Dentist)

Address: _____ Phone: _____

(Signature Stamp Required)

COUNTY OF LOS ANGELES • DEPARTMENT OF CHILDREN AND FAMILY SERVICES
PSYCHOLOGICAL/OTHER EXAMINATION FORM - INSTRUCTIONS

MEDICAL RECORD PROCEDURES FOR FOSTER CAREGIVERS (Caregiver is a Foster Parent, Relative, Group Home, or FFA).

The HEALTH & EDUCATION PASSPORT (HEP) BINDER accompanies each child at the time of placement. The Children's Social Worker (CSW) will review the HEP BINDER with you at each visit.

The Health and Education Passport must be taken to all medical visits, including the initial examination visit. The health care provider must record all current medical services and tests on the DCFS 561(c). Please add the completed forms to the child's HEP BINDER.

Immediately notify the child's CSW (or Supervising CSW, if the CSW is unavailable) when there is any change in the child's mental, medical and/or dental health that required urgent medical care.

If the child is removed from your care, the child's complete HEP BINDER, including the Immunization Record, shall be returned to the CSW at the time of removal, as the HEP BINDER must accompany the child upon replacement.

(To be completed by CSW/Caregiver. Please print legibly.)

CHILD's NAME: _____ DOB: _____ CASE #: _____ DATE PLACED: _____

CAREGIVER: _____ (Phone) _____ (FFA) _____ (Phone) _____

CSW: _____ (File #) _____ (Phone) _____ (Fax) _____

Data entered into CWS/CMS by: (Name) _____ (Date) _____

PSYCHOLOGICAL/OTHER EXAMINATION FORM

(To be completed by Mental Health or other Professional Health Care Provider, e.g., Psychiatrist, Psychologist, L.C.S.W., L.M.F.T., Speech Therapist, Physical Therapist, etc.)

OTHER HEALTH CARE PROVIDER

Date Child Seen: _____ Name of Health Care Provider: _____

Diagnosis/Treatment: (Treatment given. Medications Prescribed. Please attach copies of supporting documentation; test results, etc.)
(May be continued on additional pages if necessary. If so, provider to also sign and date additional pages.)

Court authorization obtained for psychotropic medication(s)? Yes **Date of Authorization** _____ N/A

(Psychotropic medications for Court dependent children must be authorized by the Court. The Court authorization must be renewed every six months.)

If Yes, what psychotropic medication(s) prescribed? _____

If follow-up care indicated, specify: _____

Signature of Health Care Provider: _____ (Date) _____

Address: _____ Phone: _____

(Signature Stamp Required)

EXHIBIT B

FORMAT FOR BRIEF PROGRAM DESCRIPTION

**EXHIBIT B: FORMAT FOR BRIEF PROGRAM DESCRIPTION
PER THE AGREEMENT, SECTION 6.4**

Group Home Organization:

Name	Office Address	
Telephone Number	Fax Number	E-Mail Address
RCL Level and Rate	OR Regional Cntr Service Level & Rate	L A County Vendor Number

Site Information (each site):

City & Zip Code (no street address)	License Number	Lic. Capacity, Sex, Age Range
City & Zip Code (no street address)	License Number	Lic. Capacity, Sex, Age Range
City & Zip Code (no street address)	License Number	Lic. Capacity, Sex, Age Range

Target Population(s): [Include languages served, type(s) of children served (Severely or Seriously Emotionally Disturbed, severe behavioral problems, and/or Developmentally Disabled), and any special target populations as specified in the Agreement, Section 6.4(3).]

Accept Children Receiving Psychotropic Medications: Yes No

Emergency Care (as described in the SOW, Part B, Section 4.0): Yes No

On-Grounds School Available: Yes No

Off-Grounds Non-Public School(s) Available: Yes No

Ratio of Awake Supervision Staff to Placed Children for Each Shift: (Include all three shifts including weekdays and weekends.)

Weekday A.M. Shift	Weekday P.M. Shift	Weekday Graveyard Shift
Weekend A.M. Shift	Weekend P.M. Shift	Weekend Graveyard Shift

Number of Therapy Sessions for Placed Children per Week:

Number of Individual Sessions per Week per Child

Number of Group Sessions per Week

Number of Therapy Sessions for Natural Parents per Month: _____

Community Resources Used: _____

Outstanding Program Feature(s):

EXHIBIT C-1

AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

The following handbook is designed for inclusion in most contracts for services entered into by County departments. The purpose of the handbook is to establish accounting, internal control, financial reporting, and contract administration standards for organizations (contractors) who contract with the County.

Revised: 7/11/00

AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND OPERATING HANDBOOK

The purpose of this Handbook is to establish required accounting, financial reporting, and internal control standards for entities (contractor) which contract with the Los Angeles County.

The accounting, financial reporting and internal control standards described in this Handbook are fundamental. These standards are not intended to be all inclusive or replace acceptable existing procedures or preclude the use of more sophisticated methods. Instead, this Handbook represents the minimum required procedures and controls that must be incorporated into a CONTRACTOR's accounting and financial reporting systems. The internal control standards described are those that apply to organizations with adequate staffing. Organizations with a smaller staff must attempt to comply with the intent of the standards and implement internal control systems appropriate to the size of their staff/organization. The CONTRACTOR's subcontractors must also follow these standards unless otherwise stated in the Agreement.

A. ACCOUNTING AND FINANCIAL REPORTING

1.0 Basis of Accounting

Contractors may elect to use either the cash basis or accrual basis method of accounting for recording financial transactions. Monthly invoices must be prepared on the same basis that is used for recording financial transactions.

1.1 The County recommends the use of the accrual basis for recording financial transactions.

Accrual Basis

Under the accrual basis, revenues are recorded in the accounting period in which they are earned (rather than when cash is received). Expenditures are recorded in the accounting period in which they are incurred (rather than when cash is disbursed).

Accruals

Accruals shall be recorded observing the following:

- ◆ Only accruals where cash will be disbursed within six months of the accrual date should be recorded.

- ◆ Recorded accruals must be reversed in the subsequent accounting period.
- 1.2 If an agent elects to use the cash basis for recording financial transactions during the year:
- ◆ Necessary adjustments must be made to record the accruals at the beginning and the end of the contract.
 - ◆ All computations, supporting records, and explanatory notes used in converting from cash basis to the accrual basis must be retained.

1.3 Prepaid Expenses

Prepaid expenses (e.g., insurance, service agreements, lease agreements, etc.) should only be expensed during a given Agreement year to the extent goods and services are received during that Agreement year.

ACCOUNTING SYSTEM

- 2.0 Each agent shall maintain a double entry accounting system (utilizing debits and credits) with a General Journal, a Cash Receipts Journal, a General Ledger, and a Cash Disbursements Journal. The County recommends that a Payroll Register also be maintained. Postings to the General Ledger and Journals should be made on a monthly basis.

2.1 General Journal

A General Journal shall be maintained for recording adjusting entries, reversing entries, closing entries, and other financial transactions not normally recorded in the Cash Receipts Journal or Cash Disbursements Journal. Entries in the General Journal must be adequately documented, and entered in chronological order with sufficient explanatory notations.

Example:	DR	CR
Rent Expense	100	
Rent Payable		100

To record accrued rent to March 31, 20XX

2.2 Cash Receipts Journal

A Cash Receipts Journal shall be maintained for recording all cash receipts (e.g., County warrants, contributions, interest income, etc.). The

Cash Receipts Journal shall contain (minimum requirements) the following column headings:

- date
- receipt number
- cash debit columns
- income credit columns for the following accounts:
 - County payments (one per funding source)
 - Contributions
 - Other Income (Grants, sales of supplies/services, rental income, miscellaneous revenue, fees, etc.)
- Description (Entries in the description column must specify the source of cash receipts.)

2.3 Cash Disbursements Journal

A Cash Disbursements Journal shall be maintained for recording all cash disbursements (e.g., rent, utilities, maintenance, etc.)

The Cash Disbursements Journal shall contain (minimum requirements) the following column headings:

- date
- check number
- cash (credit) column
- expense account name
- description

Note (1) Separate expense columns are recommended for salary expense and other recurring expense classifications for each program.

Note (2) Entries in the description column must specify the nature of the expense and the corresponding expense classification if not included in the column heading.

Note (3) Checks should not be written to employees (other than payroll, mileage, travel, and petty cash custodian checks.)

A Check Register may be substituted for the Cash Disbursements Journal, but this is not recommended. If used, the Check Register must contain the same expense classifications and description information required when a Cash Disbursements Journal is used.

Disbursements without supporting documentation will be disallowed on audit. Cancelled checks and credit card statements (VISA, AMEX, department store, etc.) will not constitute acceptable support. (See Section A.3.2 and B.2.4) for additional guidance.

2.4 General Ledger

A General Ledger shall be maintained with accounts for all assets, liabilities, fund balances, expenditures, and revenues. Separate accounts must be maintained for each County program's expenses and revenues.

2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

- The County recommends that agents use the expense account titles on the monthly invoice submitted to the County.
- If the contractor uses account titles which differ from the account titles on the monthly invoice, each account title must clearly identify the nature of the transaction(s) posted to the account.
- Contractor must consistently post transactions that are of a similar nature to the same account. For example, all expenses for travel shall be posted to the account titled "travel" or "travel expense" and not intermixed with other expense accounts.

2.6 Payroll Register

The County recommends that a Payroll Register be maintained for recording all payroll transactions. The Register should contain the following:

- Name
- Position
- Social Security Number
- Salary (hourly wage)
- Payment Record including:
 - accrual period
 - gross pay
 - itemized payroll deductions
 - net pay amount
 - check number

If a Payroll Register is not used, the information in (2.6) must be recorded in the cash disbursements journal.

CONTRACTOR will ensure compliance with all applicable federal and State requirements for withholding payroll taxes (FIT, FICA, FUTA, SIT,

SIU, etc.), reporting, filing (941, DE-7, W-2, W-4 and 1099s), and all applicable tax deposits.

Contractor will ensure compliance with Internal Revenue Service guidelines in properly classifying employees and independent contractors.

2.7 Contractor Invoices

Each agent shall present an invoice to the County each calendar month to report the financial activity of the month. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the contract period. Invoices shall be prepared in the manner prescribed by the County's contracting department.

3.0 Records

Adequate care shall be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of the CONTRACTOR's accounting records or supporting documentation shall be immediately reported to the County.

3.1 Retention

All accounting records (e.g., journals, ledgers, etc.), financial records and supporting documentation (e.g., invoices, receipts, checks, etc.) must be retained for a minimum of five years after the termination of the CONTRACTOR's agreement.

3.2 Supporting Documentation

All revenues and expenditures shall be supported by original vouchers, invoices, receipts, or other documentation and shall be maintained in the manner described herein.

Invoices, receipts and canceled checks will be required to support an outlay of funds. Unsupported disbursements will be disallowed on audit. CONTRACTOR will be required to repay COUNTY for all disallowed costs. **Photocopied invoices or receipts, any internally generated documents (i.e., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases.**

Supporting documentation is required for various types of expenditures as follows:

Payroll – time and attendance records signed by the employee and approved in writing by the supervisor, time distribution records by program accounting for total work time on a daily basis for all employees, records showing actual expenditures for Social Security and unemployment insurance, State and federal quarterly tax returns, federal W-2 forms, and federal W-4 forms.

Consultant Services – contracts, time and attendance records, billing rates, travel vouchers detailing purpose, time and location of travel, purchase orders and invoices for supplies and invoices or other supporting documentation detailing the nature of services provided.

Travel – travel policies of the CONTRACTOR (written); travel expense vouchers showing location, date and time of travel, purpose of trip, and rates claimed; vehicle mileage logs showing dates, destination and headquarters, purpose of trip, and mileage. Travel related to conferences should include conference literature detailing purpose of the conference. Reimbursement rates for mileage shall not exceed applicable federal guidelines.

Reimbursement for actual receipts or per diem rates for meal expenses shall not exceed the maximum County's reimbursement rate for employees.

Receipts shall be required for lodging for approved out-of-town travel dates. Maximum reimbursable lodging amount is the maximum County's reimbursement rate for employees for a single occupancy hotel accommodation.

Operating Expenses (e.g., utilities, office supplies, equipment rentals, etc.) – bona fide contracts or lease agreements, if any, and invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation. For internal control purposes, the CONTRACTOR may maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc.

Outside Meals - receipts and/or invoices for all meals, a record of the nature and purpose of each meal, and identification of the participants.

3.3 Payments to Affiliated Organizations or Persons

CONTRACTOR shall not make payments to affiliated organizations or persons for program expenses (e.g., salaries, services, rent, etc.) that exceed the lower of actual cost or the reasonable cost for such expenses. A reasonable cost shall be the price that would be paid by one party to another when the parties are dealing at arm's length (fair market price).

Organizations or persons (related parties) related to the CONTRACTOR or its members by blood, marriage, or through legal organization (corporation, partnership, association, etc.) will be considered affiliated for purposes of this Agreement. County shall be solely responsible for the determination of affiliation unless otherwise allowed and approved by the State or federal agencies.

Payments to affiliated organizations or persons will be disallowed on audit to the extent the payments exceed the lower of actual costs or the reasonable costs for such items.

3.4 Filing

All relevant supporting documentation for reported program expenditures and revenues shall be filed in a systematic and consistent manner. It is recommended that supporting documents be filed as follows:

- checks – numerically
- invoices – vendor name and date
- vouchers – numerically
- receipts – chronologically
- timecards – pay period and alphabetically

3.5 Referencing

Accounting transactions posted to the CONTRACTOR's books shall be appropriately cross-referenced to supporting documentation. It is recommended that expenditure transactions on the CONTRACTOR's books be cross-referenced to the supporting documentation as follows:

- invoices – vender name and date
- checks – number
- vouchers –number
- revenue – receipt number

Supporting documentation for non-payroll expenditures (i.e., operating expenditures) should be cross-referenced to the corresponding check issued for payment. If multiple invoices are paid with one check, all related invoices should be bound together and cross-referenced to the check issued for payment.

4.0 Donations and Other Sources of Revenue

Restricted donations and other sources of revenue earmarked specifically for the Contract must be utilized on allowable contract expenditures.

5.0 Audits

The agent will make available for inspection and audit to County representatives, upon request, during working hours, during the duration of the contract and for a period of five years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or part with governmental monies, whether or not such monies are received through the County. All such books and records shall be maintained at a location within Los Angeles County.

6.0 Single Audit Requirements

OMB Circular 133, "Audits of State, Local Governments and Non Profit Organizations" requires that certain organizations receiving federal awards, including pass-through awards, have annual audits. Details are contained in the respective Circular.

A copy of any Single Audit reports must be filed with the County within the timeframes prescribed by the applicable Circular.

7.0 Subcontracts

No CONTRACTOR shall subcontract services without the prior written consent of the County.

CONTRACTOR shall provide County with copies of all executed subcontracts and shall be responsible for the performance of their subcontractors.

B. INTERNAL CONTROLS

Internal controls safeguard the CONTRACTOR's assets from misappropriations, misstatements or misuse. Each CONTRACTOR shall prepare necessary written procedures establishing internal controls for its personnel. The CONTRACTOR shall instruct all of its personnel in these procedures and continuously monitor operations to ensure compliance with them.

1.0 Cash Receipts

1.1. Separate Fund or Cost Center

All contract revenues shall be maintained in a bank account. If revenues from other sources are maintained in the same bank account, revenues for each source must be clearly identifiable on the accounting records through the use of cost centers or separate accounts.

1.2 Deposits

All checks shall be restrictively endorsed upon receipt.

Cash received shall be recorded on pre-numbered receipts. Checks shall be recorded on a check remittance log at the time of receipt.

Cash receipts (i.e., cash and checks) totaling \$500 or more shall be deposited within one day of receipt. Collections of less than \$500 may be held and secured and deposited weekly or when the total reaches \$500, whichever occurs first.

Duplicate deposit slips shall be retained and filed chronologically, and shall contain sufficient reference information for comparison to the Cash Receipts Journal (and individual receipts, if applicable).

1.3 Separation of Duties

An employee who does not handle cash shall record all cash receipts.

1.4 Bank Reconciliations

Bank statements should be received and reconciled by someone with no cash handling, check writing, or bookkeeping functions.

Monthly bank reconciliations should be prepared within 30 days of the bank statement date and reviewed by management for appropriateness and accuracy. The bank reconciliations should be signed by both the preparer and the reviewer. Reconciling items should be resolved timely.

2.0 Disbursements

2.1 General

All disbursements for expenditures, other than petty cash, shall be made by check.

Blank check stock shall be secured and accounted for to preclude unauthorized use.

Checks shall not be payable to "cash" or signed in advance. Checks written to employees for reimbursement of out-of-pocket costs must be supported by receipts and invoices.

A second signature shall be required on all checks, unless otherwise specified in contract.

If the bookkeeper signs checks, a second signature shall be required on the checks, regardless of limits specified in contract.

Voided checks shall be marked void with the signature block cut out. The voided checks must be filed with the cancelled checks.

Unclaimed or undelivered checks shall be cancelled periodically.

All supporting documentation shall be referenced to check numbers and marked "paid" or otherwise canceled to prevent reuse or duplicate payments.

Disbursements without adequate supporting documentation will be disallowed on audit.

2.2. Approvals and Separation of Duties

Employees responsible for approving cash disbursements and/or signing of checks shall examine all supporting documentation at the time the checks are approved and signed.

All disbursements, excluding petty cash purchases, shall be approved by persons independent of check preparation and bookkeeping activities.

2.3 Petty Cash

A petty cash fund up to \$500 may be maintained for payment of small incidental expenses incurred by the CONTRACTOR (e.g., postage due, small purchases of office supply items, etc.). The CONTRACTOR must obtain written approval from the County to establish a petty cash fund greater than \$500.

Petty cash disbursements must be supported by invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. In the event that outside (external) supporting documentation is not obtainable for minor disbursements (under \$10), such as parking meters, etc., then documentation shall be considered as proper supporting documentation on a basis of reasonableness. Petty cash disbursements should not be used as a substitute for normal purchasing and disbursement practices i.e., payment by check).

The petty cash fund shall be maintained on an imprest basis. A check should be drawn to set up the fund and to make periodic reimbursements. Receipts, vouchers, etc., supporting each fund replenishment must be bound together, filed chronologically and cross referenced to the reimbursement check.

2.4 Credit Cards

The use of credit cards, both CONTRACTOR issued credit cards and an employee's personal credit cards used on behalf of the CONTRACTOR, should be limited to purchases where normal purchasing and disbursement practices are not suitable.

Credit cards issued in the CONTRACTOR's name must be adequately protected and usage monitored to ensure that only authorized and necessary items are purchased.

Credit card purchases should be pre-approved by CONTRACTOR management to ensure that they are reasonable and necessary.

All credit card disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. Credit card statements are not sufficient support for credit card purchases.

3.0 Timekeeping

3.1 Timecards

Timecards or time reports must be prepared for each pay period. Timecards or time reports must indicate total hours worked each day by program and total hours charged to each of the CONTRACTOR's programs. Time estimates do not qualify as support for payroll expenditures and will be disallowed on audit.

All timecards and time reports must be signed in ink by the employee and the employee's supervisor to certify the accuracy of the reported time.

3.2 Personnel and Payroll Records

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals.

Personnel and payroll records should include (but not be limited to) the following:

- Employee's authorized salary rate
- Employee information sheet
- Resume and/or application
- Proof of qualifications for the position, if required (e.g., notarized copy or original diploma, license, etc.)
- Performance evaluations
- Criminal record clearance
- Citizenship Status
- Benefit balances (e.g., sick time, vacation, etc.)

Benefit Balances

Employee benefit balances (e.g., sick time, vacation, personal time, etc.) should be maintained on at least a monthly basis. Benefit balances should be increased when benefit hours are earned and decreased as hours are used.

Limitations on Positions and Salaries

The CONTRACTOR shall pay no salaries higher than those authorized in the contract, or the attachments thereto, except as proscribed by state or federal law.

If an employee serves in the same or dual capacities under more than one Agreement or program, the employee may not charge more than 100% of their time to the contracts or programs taken as a whole.

Salaried employees who work less than 40 hours per week shall be paid a salary that corresponds with the employee's work schedule.

The salary expense of salaried employees working on more than one Agreement or program shall be allocated to each program based on the ratio of the number of hours worked on each program during the pay period to the total number hours worked during the pay period.

The CONTRACTOR will make no retroactive salary adjustment for any employee without written approval from the County.

Separation of Duties

Payroll checks should be distributed by persons not involved in timekeeping, preparing of payroll, or reconciling bank accounts.

All employee hires and terminations, or pay rate changes, shall be approved by authorized persons independent of payroll functions.

All employee hires and terminations, or pay rate changes shall be approved in writing by authorized persons independent of payroll functions.

4.0 Fixed Assets

A fixed asset is defined as an article of nonexpendable tangible personal property having a useful life of more than two years. The County recommends all fixed assets with an acquisition cost of \$1,000 or more per unit be capitalized.

Acquisition cost means the net invoice unit price of an item, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it was acquired.

4.1 Acquisition

Fixed asset purchases shall be approved by the Agency's Board of Directors or their authorized representative.

4.2 Identification and Inventory

All fixed assets purchased with Contract funds are to be used solely for the benefit of the Contract and should be appropriately tagged.

Each CONTRACTOR shall maintain a current listing of fixed assets, including the item description, serial number, date of purchase, acquisition cost and sources of funding.

An inventory of all fixed assets should be conducted at least once each year to ensure that all fixed assets are accounted for and maintained in proper working order.

4.3 Security

Physical security should be adequately maintained over fixed assets to prevent misuse and theft of County property.

4.4 Property Management

The CONTRACTOR shall assume responsibility and accountability for the maintenance of all non-expandable property purchased, leased, or rented with Contract funds.

The CONTRACTOR shall report promptly, in writing, to the County all cases of theft, loss, damage, or destruction of fixed assets. The report

shall contain at a minimum, item identification, recorded value, facts relating to loss, and a copy of the law enforcement report.

CONTRACTOR shall dispose of or return to the County all fixed assets, in accordance with their Contract.

- 5.0 Bonding – All officers, employees, and agents who handle cash or have access to the agent's funds shall be bonded.

C. COST PRINCIPLES

1.0 Policy

It is the intent of the COUNTY to provide funds for the purpose of CONTRACTOR providing services required by the Agreement. CONTRACTOR shall use these funds on actual expenses in an economical and efficient manner and ensure they are reasonable, proper and necessary costs of providing services and are allowable in accordance with the applicable OMB Circular.

1.1. Limitations on Expenditures of Program Funds

CONTRACTOR shall comply with the Agreement and the applicable OMB Circular. The Circular defines direct and indirect costs, discusses allowable cost allocation procedures and the development of Indirect Cost Rates, and specifically addresses the allowability of a variety of different costs.

If a CONTRACTOR is unsure of the allowability of any particular type of cost or individual cost, the CONTRACTOR should request advance written approval from the County prior to incurring the cost.

1.2 Expenses Incurred Outside the Agreement Period

Expenses charged against program funds may not be incurred prior to the effective date of the Agreement or subsequent to the Agreement termination date.

1.3 Budget Limitation

Expenses may not exceed the maximum limits shown on the contract budget.

1.4 Unspent Funds

The County will determine the disposition of unspent program funds upon termination of the contract.

1.5 Necessary, Proper and Reasonable

Only those expenditures that are necessary, proper and reasonable to carry out the purposes and activities of the Program are allowable.

2.0 Allocation of Cost Pools

For CONTRACTORS that provide services in addition to the services required under contract, the CONTRACTOR shall allocate expenditures that benefit programs or funding sources on an equitable basis.

In accordance with the applicable OMB Circular, agencies shall define their allocable costs as either direct or indirect costs (as defined below) and allocate each cost using the basis most appropriate and feasible.

The CONTRACTOR shall maintain documentation related to the allocation of expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

Under no circumstances shall allocated costs be charged to an extent greater than 100% of actual costs or the same cost be charged both directly and indirectly.

2.1 Direct Costs

Direct costs are those costs that can be identified specifically with a particular final cost objective (i.e., a particular program, service, or other direct activity of an organization). Examples of direct costs include salaries and benefits of employees working on the program, supplies and other items purchased specifically for the program, costs related to space used by employees working on the program, etc.

For all employees, other than general and administrative, the hours spent on each program (activity) should be recorded on employees' timecards and the payroll expense should be treated as direct charges and distributed on the basis of recorded hours spent on each program.

Joint costs (i.e., costs that benefit more than one program or activity) which can be distributed in reasonable proportion to the benefits received may also be direct costs.

Examples of bases for allocating joint costs as direct costs:

- Number of direct hours spent on each program
- Number of employees in each program
- Square footage occupied by each program
- Other equitable methods of allocation

2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. Examples of indirect costs include salaries, employee benefits, supplies, and other costs related to general administration of the organization, depreciation and use allowances, and the salaries and expenses of executive officers, personnel administration, and accounting.

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs (excluding capital expenditures and other distorting items such as subcontractor payments)

2.3 Acceptable Indirect Cost Allocation Methods

OMB Circulars describe the following allowable methods for allocating indirect costs:

- Simplified allocation method
- Direct allocation method
- Multiple allocation base method
- Negotiated indirect cost rate

Simplified Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all allocable costs are considered indirect costs and an indirect cost rate is determined by dividing total allowable indirect costs by an equitable distribution base.

Example

Agency-wide indirect costs	\$250,000
Less: Capital expenditures	<u>10,000</u>
Allocable indirect costs	240,000
Total agency-wide indirect salaries	\$1,000,000
Indirect cost rate (\$240,000/\$1,000,000)	24%
Program direct salaries	\$100,000
Program indirect costs (24% x \$100,000)	<u>\$24,000</u>

Direct Allocation Method

This method can also be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all costs except general administration and general expenses are treated as direct costs. Joint costs for depreciation, rental, facilities maintenance, telephone, and other similar expenses are prorated individually to each direct activity on a basis appropriate for that type of cost.

The remaining costs, which consist exclusively of general administration and general expenses are then allocated using the simplified allocation method previously discussed.

Multiple Base Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs in varying degrees. Using this method, indirect costs are grouped to permit allocation of each grouping on the basis of the benefits provided to the major functions. Each grouping is then allocated

individually using the basis most appropriate for the grouping being allocated.

2.4 Cost Allocation Plan

If the CONTRACTOR has a negotiated indirect cost rate approved by a federal agency, it shall submit a copy of the approval letter when requested by County.

If the CONTRACTOR does not have a negotiated indirect cost rate, CONTRACTOR shall submit an annual Agency-wide Cost Allocation Plan when requested by County. The Cost Allocation Plan shall be prepared in accordance with County instructions and the applicable OMB Circular and include the following information:

1. CONTRACTOR general accounting policies:
 - Basis of accounting (cash or accrual)
 - Fiscal year
 - Method for allocating indirect costs (simplified, direct, multiple, negotiated rate)
 - indirect cost rate allocation base
2. Identify the CONTRACTOR's direct and indirect costs (by category) and describe the cost allocation methodology for each category.
3. Signature of CONTRACTOR management certifying the accuracy of the plan.

Negotiated Indirect Cost Rates

Agencies have the option of negotiating an indirect cost rate or rates for use on all their Federal programs. The CONTRACTOR must submit a cost allocation plan to the federal agency providing the most funds to the organization. The approved indirect cost rate is then applied to the total approved direct cost base.

If CONTRACTOR has a federally approved indirect cost rate, CONTRACTOR shall submit a copy of the approval letter to COUNTY upon request.

D. UNALLOWABLE COSTS

OMB Circulars address the allowability of a variety of different costs. For all costs, there are certain restrictions and limitations; however, the following costs are not allowable under any circumstances:

- Bad debts
- Contingency provisions
- Contributions and donations
- Fines and penalties
- Fundraising activities
- Interest expense (unless expressly allowed by Federal guidelines)
- Losses on other awards

E. OVERPAYMENTS

If upon audit, or at any time during the Agreement year, it is determined that invoices submitted to the County and used as a basis for payments to the CONTRACTOR were inaccurate, County shall determine the total overpayment and require the CONTRACTOR to repay County. The County may withhold payments from CONTRACTOR's future payments for any amounts not returned to the COUNTY or credited to the Contract unless otherwise prohibited by State or federal regulations.

F. MISCELLANEOUS REQUIREMENTS

1.0 Insurance

CONTRACTOR is responsible for securing and maintaining insurance coverage as required by the Agreement. CONTRACTOR must notify County when insurance is revoked, reduced to a level or coverage less than required, or otherwise made ineffective.

Insurance shall include an endorsement naming the COUNTY as an additional insured.

2.0 Activity

No funds, materials, property, or services contributed to the COUNTY or the CONTRACTOR under this Agreement shall be used in the performance of any political activity, the election of any candidate, or the defeat of any candidate for public office.

EXHIBIT C-2

**OFFICE OF MANAGEMENT AND BUDGET
CIRCULAR NO. A-122**

OMB CIRCULAR A-122, COST PRINCIPLES FOR NON-PROFIT ORGANIZATIONS

CIRCULAR NO. A-122

TO THE HEADS OF EXECUTIVE DEPARTMENTS AND ESTABLISHMENTS

SUBJECT: Cost Principles for Non-Profit Organizations

1. Purpose. This Circular establishes principles for determining costs of grants, contracts and other agreements with non-profit organizations. It does not apply to colleges and universities which are covered by Office of Management and Budget (OMB) Circular A-21, "Cost Principles for Educational Institutions"; State, local, and federally-recognized Indian tribal governments which are covered by OMB Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments"; or hospitals. The principles are designed to provide that the Federal Government bear its fair share of costs except where restricted or prohibited by law. The principles do not attempt to prescribe the extent of cost sharing or matching on grants, contracts, or other agreements. However, such cost sharing or matching shall not be accomplished through arbitrary limitations on individual cost elements by Federal agencies. Provision for profit or other increment above cost is outside the scope of this Circular.

2. Supersession. This Circular supersedes cost principles issued by individual agencies for non-profit organizations.

3. Applicability.

a. These principles shall be used by all Federal agencies in determining the costs of work performed by non-profit organizations under grants, cooperative agreements, cost reimbursement contracts, and other contracts in which costs are used in pricing, administration, or settlement. All of these instruments are hereafter referred to as awards. The principles do not apply to awards under which an organization is not required to account to the Federal Government for actual costs incurred.

b. All cost reimbursement subawards (subgrants, subcontracts, etc.) are subject to those Federal cost principles applicable to the particular organization concerned. Thus, if a subaward is to a non-profit organization, this Circular shall apply; if a subaward is to a commercial organization, the cost principles applicable to commercial concerns shall apply; if a subaward is to a college or university, Circular A-21 shall apply; if a subaward is to a State, local, or federally-recognized Indian tribal government, Circular A-87 shall apply.

4. Definitions.

a. Non-profit organization means any corporation, trust, association, cooperative, or other organization which:

(1) is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(2) is not organized primarily for profit; and

(3) uses its net proceeds to maintain, improve, and/or expand its operations. For this purpose, the term "non-profit organization" excludes (i) colleges and universities; (ii) hospitals; (iii) State, local, and federally-recognized Indian tribal governments; and (iv) those non-profit organizations which are excluded from coverage of this Circular in accordance with paragraph 5.

b. Prior approval means securing the awarding agency's permission in advance to incur cost for those items that are designated as requiring prior approval by the Circular. Generally this permission will be in writing. Where an item of cost requiring prior approval is specified in the budget of an award, approval of the budget constitutes approval of that cost.

5. Exclusion of some non-profit organizations. Some non-profit organizations, because of their size and nature of operations, can be considered to be similar to commercial concerns for purpose of applicability of cost principles. Such non-profit organizations shall operate under Federal cost principles applicable to commercial concerns. A listing of these organizations is contained in Attachment C. Other organizations may be added from time to time.

6. Responsibilities. Agencies responsible for administering programs that involve awards to non-profit organizations shall implement the provisions of this Circular. Upon request, implementing instruction shall be furnished to OMB. Agencies shall designate a liaison official to serve as the agency representative on matters relating to the implementation of this Circular. The name and title of such representative shall be furnished to OMB within 30 days of the date of this Circular.

7. Attachments. The principles and related policy guides are set forth in the following Attachments:

Attachment A- General Principles

Attachment B - Selected Items of Cost

Attachment C - Non-Profit Organizations Not Subject To This Circular

8. Requests for exceptions. OMB may grant exceptions to the requirements of this Circular when permissible under existing law. However, in the interest of achieving maximum uniformity, exceptions will be permitted only in highly unusual circumstances.

9. Effective Date. The provisions of this Circular are effective immediately. Implementation shall be phased in by incorporating the provisions into new awards made after the start of the organization's next fiscal year. For existing awards, the new principles may be applied if an organization and the cognizant Federal agency agree. Earlier implementation, or a delay in implementation of individual provisions, is also permitted by mutual agreement between an organization and the cognizant Federal agency.

10. Inquiries. Further information concerning this Circular may be obtained by contacting the Office of Federal Financial Management, OMB, Washington, DC 20503, telephone (202) 395-3993.

Attachments

ATTACHMENT A

Circular No. A-122

GENERAL PRINCIPLES

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ATTACHMENT A

Circular No. A-122

GENERAL PRINCIPLES

A. Basic Considerations

1. Composition of total costs. The total cost of an award is the sum of the allowable direct and allocable indirect costs less any applicable credits.
2. Factors affecting allowability of costs. To be allowable under an award, costs must meet the following general criteria:
 - a. Be reasonable for the performance of the award and be allocable thereto under these principles.
 - b. Conform to any limitations or exclusions set forth in these principles or in the award as to types or amount of cost items.
 - c. Be consistent with policies and procedures that apply uniformly to both federally-financed and other activities of the organization.

- d. Be accorded consistent treatment.
 - e. Be determined in accordance with generally accepted accounting principles (GAAP).
 - f. Not be included as a cost or used to meet cost sharing or matching requirements of any other federally-financed program in either the current or a prior period.
 - g. Be adequately documented.
3. Reasonable costs. A cost is reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs. The question of the reasonableness of specific costs must be scrutinized with particular care in connection with organizations or separate divisions thereof which receive the preponderance of their support from awards made by Federal agencies. In determining the reasonableness of a given cost, consideration shall be given to:
- a. Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the organization or the performance of the award.
 - b. The restraints or requirements imposed by such factors as generally accepted sound business practices, arms length bargaining, Federal and State laws and regulations, and terms and conditions of the award.
 - c. Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, and clients, the public at large, and the Federal Government.
 - d. Significant deviations from the established practices of the organization which may unjustifiably increase the award costs. >dd>
4. Allocable costs.
- a. A cost is allocable to a particular cost objective, such as a grant, contract, project, service, or other activity, in accordance with the relative benefits received. A cost is allocable to a Federal award if it is treated consistently with other costs incurred for the same purpose in like circumstances and if it:
 - (1) Is incurred specifically for the award.
 - (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received, or
 - (3) Is necessary to the overall operation of the organization, although a direct relationship to any particular cost objective cannot be shown.
 - b. Any cost allocable to a particular award or other cost objective under these principles may not be shifted to other Federal awards to overcome funding deficiencies, or to avoid restrictions imposed by law or by the terms of the award.
5. Applicable credits.
- a. The term applicable credits refers to those receipts, or reduction of expenditures which operate to offset or reduce expense items that are allocable to awards as direct or indirect costs. Typical examples of such

transactions are: purchase discounts, rebates or allowances, recoveries or indemnities on losses, insurance refunds, and adjustments of overpayments or erroneous charges. To the extent that such credits accruing or received by the organization relate to allowable cost, they shall be credited to the Federal Government either as a cost reduction or cash refund, as appropriate.

b. In some instances, the amounts received from the Federal Government to finance organizational activities or service operations should be treated as applicable credits. Specifically, the concept of netting such credit items against related expenditures should be applied by the organization in determining the rates or amounts to be charged to Federal awards for services rendered whenever the facilities or other resources used in providing such services have been financed directly, in whole or in part, by Federal funds.

c. For rules covering program income (i.e., gross income earned from federally-supported activities) see Sec. __.24 of Office of Management and Budget (OMB) Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations."

6. Advance understandings. Under any given award, the reasonableness and allocability of certain items of costs may be difficult to determine. This is particularly true in connection with organizations that receive a preponderance of their support from Federal agencies. In order to avoid subsequent disallowance or dispute based on unreasonableness or nonallocability, it is often desirable to seek a written agreement with the cognizant or awarding agency in advance of the incurrence of special or unusual costs. The absence of an advance agreement on any element of cost will not, in itself, affect the reasonableness or allocability of that element.

7. Conditional exemptions.

a. OMB authorizes conditional exemption from OMB administrative requirements and cost principles circulars for certain Federal programs with statutorily-authorized consolidated planning and consolidated administrative funding, that are identified by a Federal agency and approved by the head of the Executive department or establishment. A Federal agency shall consult with OMB during its consideration of whether to grant such an exemption.

b. To promote efficiency in State and local program administration, when Federal non-entitlement programs with common purposes have specific statutorily-authorized consolidated planning and consolidated administrative funding and where most of the State agency's resources come from non-Federal sources, Federal agencies may exempt these covered State-administered, non-entitlement grant programs from certain OMB grants management requirements. The exemptions would be from all but the allocability of costs provisions of OMB Circulars A-87 (Attachment A, subsection C.3), "Cost Principles for State, Local, and Indian Tribal

Governments," A-21 (Section C, subpart 4), "Cost Principles for Educational Institutions," and A-122 (Attachment A, subsection A.4), "Cost Principles for Non-Profit Organizations," and from all of the administrative requirements provisions of OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," and the agencies' grants management common rule.

c. When a Federal agency provides this flexibility, as a prerequisite to a State's exercising this option, a State must adopt its own written fiscal and administrative requirements for expending and accounting for all funds, which are consistent with the provisions of OMB Circular A-87, and extend such policies to all subrecipients. These fiscal and administrative requirements must be sufficiently specific to ensure that: funds are used in compliance with all applicable Federal statutory and regulatory provisions, costs are reasonable and necessary for operating these programs, and funds are not be used for general expenses required to carry out other responsibilities of a State or its subrecipients.

B. Direct Costs

1. Direct costs are those that can be identified specifically with a particular final cost objective, i.e., a particular award, project, service, or other direct activity of an organization. However, a cost may not be assigned to an award as a direct cost if any other cost incurred for the same purpose, in like circumstance, has been allocated to an award as an indirect cost. Costs identified specifically with awards are direct costs of the awards and are to be assigned directly thereto. Costs identified specifically with other final cost objectives of the organization are direct costs of those cost objectives and are not to be assigned to other awards directly or indirectly.

2. Any direct cost of a minor amount may be treated as an indirect cost for reasons of practicality where the accounting treatment for such cost is consistently applied to all final cost objectives.

3. The cost of certain activities are not allowable as charges to Federal awards (see, for example, fundraising costs in paragraph 23 of Attachment B). However, even though these costs are unallowable for purposes of computing charges to Federal awards, they nonetheless must be treated as direct costs for purposes of determining indirect cost rates and be allocated their share of the organization's indirect costs if they represent activities which (1) include the salaries of personnel, (2) occupy space, and (3) benefit from the organization's indirect costs.

4. The costs of activities performed primarily as a service to members, clients, or the general public when significant and necessary to the organization's mission must be treated as direct costs whether or not allowable and be allocated an equitable share of indirect costs. Some examples of these types of activities include:

a. Maintenance of membership rolls, subscriptions, publications, and related functions.

- b. Providing services and information to members, legislative or administrative bodies, or the public.
- c. Promotion, lobbying, and other forms of public relations.
- d. Meetings and conferences except those held to conduct the general administration of the organization.
- e. Maintenance, protection, and investment of special funds not used in operation of the organization.
- f. Administration of group benefits on behalf of members or clients, including life and hospital insurance, annuity or retirement plans, financial aid, etc.

C. Indirect Costs

1. Indirect costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. Direct cost of minor amounts may be treated as indirect costs under the conditions described in subparagraph B.2. After direct costs have been determined and assigned directly to awards or other work as appropriate, indirect costs are those remaining to be allocated to benefiting cost objectives. A cost may not be allocated to an award as an indirect cost if any other cost incurred for the same purpose, in like circumstances, has been assigned to an award as a direct cost.

2. Because of the diverse characteristics and accounting practices of non-profit organizations, it is not possible to specify the types of cost which may be classified as indirect cost in all situations. However, typical examples of indirect cost for many non-profit organizations may include depreciation or use allowances on buildings and equipment, the costs of operating and maintaining facilities, and general administration and general expenses, such as the salaries and expenses of executive officers, personnel administration, and accounting.

3. Indirect costs shall be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation and use allowances on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel, library expenses and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). See indirect cost rate reporting requirements in subparagraphs D.2.e and D.3.g.

D. Allocation of Indirect Costs and Determination of Indirect Cost Rates

1. General.

a. Where a non-profit organization has only one major function, or where all its major functions benefit from its indirect costs to approximately the same degree, the allocation of indirect costs and the computation of an indirect cost rate may be accomplished through simplified allocation procedures, as described in subparagraph 2.

b. Where an organization has several major functions which benefit from its indirect costs in varying degrees, allocation of indirect costs may require the accumulation of such costs into separate cost groupings which then are allocated individually to benefiting functions by means of a base which best measures the relative degree of benefit. The indirect costs allocated to each function are then distributed to individual awards and other activities included in that function by means of an indirect cost rate(s).

c. The determination of what constitutes an organization's major functions will depend on its purpose in being; the types of services it renders to the public, its clients, and its members; and the amount of effort it devotes to such activities as fundraising, public information and membership activities.

d. Specific methods for allocating indirect costs and computing indirect cost rates along with the conditions under which each method should be used are described in subparagraphs 2 through 5.

e. The base period for the allocation of indirect costs is the period in which such costs are incurred and accumulated for allocation to work performed in that period. The base period normally should coincide with the organization's fiscal year but, in any event, shall be so selected as to avoid inequities in the allocation of the costs.

2. Simplified allocation method.

a. Where an organization's major functions benefit from its indirect costs to approximately the same degree, the allocation of indirect costs may be accomplished by (i) separating the organization's total costs for the base period as either direct or indirect, and (ii) dividing the total allowable indirect costs (net of applicable credits) by an equitable distribution base. The result of this process is an indirect cost rate which is used to distribute indirect costs to individual awards. The rate should be expressed as the percentage which the total amount of allowable indirect costs bears to the base selected. This method should also be used where an organization has only one major function encompassing a number of individual projects or activities, and may be used where the level of Federal awards to an organization is relatively small.

b. Both the direct costs and the indirect costs shall exclude capital expenditures and unallowable costs. However, unallowable costs which represent activities must be included in the direct costs under the conditions described in subparagraph B.3.

c. The distribution base may be total direct costs (excluding capital expenditures and other distorting items, such as major subcontracts or subgrants), direct salaries and wages, or other base which results in an equitable distribution. The distribution base shall generally exclude participant support costs as defined in paragraph 34 of Attachment B.

d. Except where a special rate(s) is required in accordance with subparagraph 5, the indirect cost rate developed under the above principles is applicable to all awards at the organization. If a special

rate(s) is required, appropriate modifications shall be made in order to develop the special rate(s).

e. For an organization that receives more than \$10 million in Federal funding of direct costs in a fiscal year, a breakout of the indirect cost component into two broad categories, Facilities and Administration as defined in subparagraph C.3, is required. The rate in each case shall be stated as the percentage which the amount of the particular indirect cost category (i.e., Facilities or Administration) is of the distribution base identified with that category.

3. Multiple allocation base method

a. General. Where an organization's indirect costs benefit its major functions in varying degrees, indirect costs shall be accumulated into separate cost groupings, as described in subparagraph b. Each grouping shall then be allocated individually to benefitting functions by means of a base which best measures the relative benefits. The default allocation bases by cost pool are described in subparagraph c.

b. Identification of indirect costs. Cost groupings shall be established so as to permit the allocation of each grouping on the basis of benefits provided to the major functions. Each grouping shall constitute a pool of expenses that are of like character in terms of functions they benefit and in terms of the allocation base which best measures the relative benefits provided to each function. The groupings are classified within the two broad categories: "Facilities" and "Administration," as described in subparagraph C.3. The indirect cost pools are defined as follows:

(1) Depreciation and use allowances. The expenses under this heading are the portion of the costs of the organization's buildings, capital improvements to land and buildings, and equipment which are computed in accordance with paragraph 11 of Attachment B ("Depreciation and use allowances").

(2) Interest. Interest on debt associated with certain buildings, equipment and capital improvements are computed in accordance with paragraph 23 of Attachment B ("Interest, fundraising, and investment management costs").

(3) Operation and maintenance expenses. The expenses under this heading are those that have been incurred for the administration, operation, maintenance, preservation, and protection of the organization's physical plant. They include expenses normally incurred for such items as: janitorial and utility services; repairs and ordinary or normal alterations of buildings, furniture and equipment; care of grounds; maintenance and operation of buildings and other plant facilities; security; earthquake and disaster preparedness; environmental safety; hazardous waste disposal; property, liability and other insurance relating to property; space and capital leasing; facility planning and management; and, central receiving. The operation and maintenance expenses category shall also include its allocable share of fringe benefit costs, depreciation and use allowances, and interest costs.

(4) General administration and general expenses. The expenses under this heading are those that have been incurred for the overall general executive and administrative offices of the organization and other expenses of a general nature which do not relate solely to any major function of the organization. This category shall also include its allocable share of fringe benefit costs, operation and maintenance expense, depreciation and use allowances, and interest costs. Examples of this category include central offices, such as the director's office, the office of finance, business services, budget and planning, personnel, safety and risk management, general counsel, management information systems, and library costs.

In developing this cost pool, special care should be exercised to ensure that costs incurred for the same purpose in like circumstances are treated consistently as either direct or indirect costs. For example, salaries of technical staff, project supplies, project publication, telephone toll charges, computer costs, travel costs, and specialized services costs shall be treated as direct costs wherever identifiable to a particular program. The salaries and wages of administrative and pooled clerical staff should normally be treated as indirect costs. Direct charging of these costs may be appropriate where a major project or activity explicitly requires and budgets for administrative or clerical services and other individuals involved can be identified with the program or activity. Items such as office supplies, postage, local telephone costs, periodicals and memberships should normally be treated as indirect costs.

c. Allocation bases. Actual conditions shall be taken into account in selecting the base to be used in allocating the expenses in each grouping to benefitting functions. The essential consideration in selecting a method or a base is that it is the one best suited for assigning the pool of costs to cost objectives in accordance with benefits derived; a traceable cause and effect relationship; or logic and reason, where neither the cause nor the effect of the relationship is determinable. When an allocation can be made by assignment of a cost grouping directly to the function benefited, the allocation shall be made in that manner. When the expenses in a cost grouping are more general in nature, the allocation shall be made through the use of a selected base which produces results that are equitable to both the Federal Government and the organization. The distribution shall be made in accordance with the bases described herein unless it can be demonstrated that the use of a different base would result in a more equitable allocation of the costs, or that a more readily available base would not increase the costs charged to sponsored awards. The results of special cost studies (such as an engineering utility study) shall not be used to determine and allocate the indirect costs to sponsored awards.

(1) Depreciation and use allowances. Depreciation and use allowances expenses shall be allocated in the following manner:

(a) Depreciation or use allowances on buildings used exclusively in the

conduct of a single function, and on capital improvements and equipment used in such buildings, shall be assigned to that function.

(b) Depreciation or use allowances on buildings used for more than one function, and on capital improvements and equipment used in such buildings, shall be allocated to the individual functions performed in each building on the basis of usable square feet of space, excluding common areas, such as hallways, stairwells, and restrooms.

(c) Depreciation or use allowances on buildings, capital improvements and equipment related space (e.g., individual rooms, and laboratories) used jointly by more than one function (as determined by the users of the space) shall be treated as follows. The cost of each jointly used unit of space shall be allocated to the benefitting functions on the basis of:

(i) the employees and other users on a full-time equivalent (FTE) basis or salaries and wages of those individual functions benefitting from the use of that space; or

(ii) organization-wide employee FTEs or salaries and wages applicable to the benefitting functions of the organization.

(d) Depreciation or use allowances on certain capital improvements to land, such as paved parking areas, fences, sidewalks, and the like, not included in the cost of buildings, shall be allocated to user categories on a FTE basis and distributed to major functions in proportion to the salaries and wages of all employees applicable to the functions.

(2) Interest. Interest costs shall be allocated in the same manner as the depreciation or use allowances on the buildings, equipment and capital equipments to which the interest relates.

(3) Operation and maintenance expenses. Operation and maintenance expenses shall be allocated in the same manner as the depreciation and use allowances.

(4) General administration and general expenses. General administration and general expenses shall be allocated to benefitting functions based on modified total direct costs (MTDC), as described in subparagraph D.3.f. The expenses included in this category could be grouped first according to major functions of the organization to which they render services or provide benefits. The aggregate expenses of each group shall then be allocated to benefitting functions based on MTDC.

d. Order of distribution.

(1) Indirect cost categories consisting of depreciation and use allowances, interest, operation and maintenance, and general administration and general expenses shall be allocated in that order to the remaining indirect cost categories as well as to the major functions of the organization. Other cost categories could be allocated in the order determined to be most appropriate by the organization. When cross allocation of costs is made as provided in subparagraph (2), this order of allocation does not apply.

(2) Normally, an indirect cost category will be considered closed once it has been allocated to other cost objectives, and costs shall not be

subsequently allocated to it. However, a cross allocation of costs between two or more indirect costs categories could be used if such allocation will result in a more equitable allocation of costs. If a cross allocation is used, an appropriate modification to the composition of the indirect cost categories is required.

e. Application of indirect cost rate or rates. Except where a special indirect cost rate(s) is required in accordance with subparagraph D.5, the separate groupings of indirect costs allocated to each major function shall be aggregated and treated as a common pool for that function. The costs in the common pool shall then be distributed to individual awards included in that function by use of a single indirect cost rate.

f. Distribution basis. Indirect costs shall be distributed to applicable sponsored awards and other benefitting activities within each major function on the basis of MTDC. MTDC consists of all salaries and wages, fringe benefits, materials and supplies, services, travel, and subgrants and subcontracts up to the first \$25,000 of each subgrant or subcontract (regardless of the period covered by the subgrant or subcontract). Equipment, capital expenditures, charges for patient care, rental costs and the portion in excess of \$25,000 shall be excluded from MTDC. Participant support costs shall generally be excluded from MTDC. Other items may only be excluded when the Federal cost cognizant agency determines that an exclusion is necessary to avoid a serious inequity in the distribution of indirect costs.

g. Individual Rate Components. An indirect cost rate shall be determined for each separate indirect cost pool developed. The rate in each case shall be stated as the percentage which the amount of the particular indirect cost pool is of the distribution base identified with that pool. Each indirect cost rate negotiation or determination agreement shall include development of the rate for each indirect cost pool as well as the overall indirect cost rate. The indirect cost pools shall be classified within two broad categories: "Facilities" and "Administration," as described in subparagraph C.3.

4. Direct allocation method.

a. Some non-profit organizations treat all costs as direct costs except general administration and general expenses. These organizations generally separate their costs into three basic categories: (i) General administration and general expenses, (ii) fundraising, and (iii) other direct functions (including projects performed under Federal awards). Joint costs, such as depreciation, rental costs, operation and maintenance of facilities, telephone expenses, and the like are prorated individually as direct costs to each category and to each award or other activity using a base most appropriate to the particular cost being prorated.

b. This method is acceptable, provided each joint cost is prorated using a base which accurately measures the benefits provided to each award or other activity. The bases must be established in accordance with reasonable criteria, and be supported by current data. This method is

compatible with the Standards of Accounting and Financial Reporting for Voluntary Health and Welfare Organizations issued jointly by the National Health Council, Inc., the National Assembly of Voluntary Health and Social Welfare Organizations, and the United Way of America.

c. Under this method, indirect costs consist exclusively of general administration and general expenses. In all other respects, the organization's indirect cost rates shall be computed in the same manner as that described in subparagraph 2.

5. Special indirect cost rates. In some instances, a single indirect cost rate for all activities of an organization or for each major function of the organization may not be appropriate, since it would not take into account those different factors which may substantially affect the indirect costs applicable to a particular segment of work. For this purpose, a particular segment of work may be that performed under a single award or it may consist of work under a group of awards performed in a common environment. These factors may include the physical location of the work, the level of administrative support required, the nature of the facilities or other resources employed, the scientific disciplines or technical skills involved, the organizational arrangements used, or any combination thereof. When a particular segment of work is performed in an environment which appears to generate a significantly different level of indirect costs, provisions should be made for a separate indirect cost pool applicable to such work. The separate indirect cost pool should be developed during the course of the regular allocation process, and the separate indirect cost rate resulting therefrom should be used, provided it is determined that (i) the rate differs significantly from that which would have been obtained under subparagraphs 2, 3, and 4, and (ii) the volume of work to which the rate would apply is material.

E. Negotiation and Approval of Indirect Cost Rates

1. Definitions. As used in this section, the following terms have the meanings set forth below:

a. Cognizant agency means the Federal agency responsible for negotiating and approving indirect cost rates for a non-profit organization on behalf of all Federal agencies.

b. Predetermined rate means an indirect cost rate, applicable to a specified current or future period, usually the organization's fiscal year. The rate is based on an estimate of the costs to be incurred during the period. A predetermined rate is not subject to adjustment.

c. Fixed rate means an indirect cost rate which has the same characteristics as a predetermined rate, except that the difference between the estimated costs and the actual costs of the period covered by the rate is carried forward as an adjustment to the rate computation of a subsequent period.

d. Final rate means an indirect cost rate applicable to a specified past period which is based on the actual costs of the period. A final rate is not subject to adjustment.

e. Provisional rate or billing rate means a temporary indirect cost rate applicable to a specified period which is used for funding, interim reimbursement, and reporting indirect costs on awards pending the establishment of a final rate for the period.

f. Indirect cost proposal means the documentation prepared by an organization to substantiate its claim for the reimbursement of indirect costs. This proposal provides the basis for the review and negotiation leading to the establishment of an organization's indirect cost rate.

g. Cost objective means a function, organizational subdivision, contract, grant, or other work unit for which cost data are desired and for which provision is made to accumulate and measure the cost of processes, projects, jobs and capitalized projects.

2. Negotiation and approval of rates.

a. Unless different arrangements are agreed to by the agencies concerned, the Federal agency with the largest dollar value of awards with an organization will be designated as the cognizant agency for the negotiation and approval of the indirect cost rates and, where necessary, other rates such as fringe benefit and computer charge-out rates. Once an agency is assigned cognizance for a particular non-profit organization, the assignment will not be changed unless there is a major long-term shift in the dollar volume of the Federal awards to the organization. All concerned Federal agencies shall be given the opportunity to participate in the negotiation process but, after a rate has been agreed upon, it will be accepted by all Federal agencies. When a Federal agency has reason to believe that special operating factors affecting its awards necessitate special indirect cost rates in accordance with subparagraph D.5, it will, prior to the time the rates are negotiated, notify the cognizant agency.

b. A non-profit organization which has not previously established an indirect cost rate with a Federal agency shall submit its initial indirect cost proposal immediately after the organization is advised that an award will be made and, in no event, later than three months after the effective date of the award.

c. Organizations that have previously established indirect cost rates must submit a new indirect cost proposal to the cognizant agency within six months after the close of each fiscal year.

d. A predetermined rate may be negotiated for use on awards where there is reasonable assurance, based on past experience and reliable projection of the organization's costs, that the rate is not likely to exceed a rate based on the organization's actual costs.

e. Fixed rates may be negotiated where predetermined rates are not considered appropriate. A fixed rate, however, shall not be negotiated if (i) all or a substantial portion of the organization's awards are expected to expire before the carry-forward adjustment can be made; (ii) the mix of Federal and non-Federal work at the organization is too erratic to permit an equitable carry-forward adjustment; or (iii) the organization's operations fluctuate significantly from year to year.

- f. Provisional and final rates shall be negotiated where neither predetermined nor fixed rates are appropriate.
- g. The results of each negotiation shall be formalized in a written agreement between the cognizant agency and the non-profit organization. The cognizant agency shall distribute copies of the agreement to all concerned Federal agencies.
- h. If a dispute arises in a negotiation of an indirect cost rate between the cognizant agency and the non-profit organization, the dispute shall be resolved in accordance with the appeals procedures of the cognizant agency.
- i. To the extent that problems are encountered among the Federal agencies in connection with the negotiation and approval process, OMB will lend assistance as required to resolve such problems in a timely manner.

ATTACHMENT B

Circular No. A-122

SELECTED ITEMS OF COST

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ATTACHMENT B

Circular No. A-122

SELECTED ITEMS OF COST

Paragraphs 1 through 56 provide principles to be applied in establishing the allowability of certain items of cost. These principles apply whether a cost is treated as direct or indirect. Failure to mention a particular item of cost is not intended to imply that it is unallowable; rather, determination as to allowability in each case should be based on the treatment or principles provided for similar or related items of cost.

1. Advertising and public relations costs.

a. The term advertising costs means the costs of advertising media and corollary administrative costs. Advertising media include magazines, newspapers, radio and television programs, direct mail, exhibits, and the

like.

b. The term public relations includes community relations and means those activities dedicated to maintaining the image of the organization or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.

c. The only allowable advertising costs are those which are solely for:

- (1) The recruitment of personnel required for the performance by the organization of obligations arising under a sponsored award, when considered in conjunction with all other recruitment costs, as set forth in paragraph 44 ("Recruiting costs");
- (2) The procurement of goods and services for the performance of a sponsored award;
- (3) The disposal of scrap or surplus materials acquired in the performance of a sponsored award except when organizations are reimbursed for disposal costs at a predetermined amount in accordance with OMB Circular A-110, Sec. ____ .34, "Equipment"; or
- (4) Other specific purposes necessary to meet the requirements of the sponsored award.

d. The only allowable public relations costs are:

- (1) Costs specifically required by sponsored awards;
- (2) Costs of communicating with the public and press pertaining to specific activities or accomplishments which result from performance of sponsored awards (these costs are considered necessary as part of the outreach effort for the sponsored awards); or
- (3) Costs of conducting general liaison with news media and government public relations officers, to the extent that such activities are limited to communication and liaison necessary to keep the public informed on matters of public concern, such as notices of contract/grant awards, financial matters, etc.

e. Costs identified in subparagraphs c and d if incurred for more than one sponsored award or for both sponsored work and other work of the organization, are allowable to the extent that the principles in paragraphs B ("Direct Costs") and C ("Indirect Costs") of Attachment A are observed.

f. Unallowable advertising and public relations costs include the following:

- (1) All advertising and public relations costs other than as specified in subparagraphs c, d, and e;
- (2) Costs of meetings or other events related to fund raising or other organizational activities including:
 - (i) Costs of displays, demonstrations, and exhibits;
 - (ii) Costs of meeting rooms, hospitality suites, and other special facilities used in conjunction with shows and other special events; and
 - (iii) Salaries and wages of employees or cost of services engaged in setting up and displaying exhibits, making demonstrations, and providing briefings;

- (3) Costs of promotional items and memorabilia, including models, gifts, and souvenirs;
- (4) Costs of advertising and public relations designed solely to promote the organization.
- 2. Alcoholic beverages. Costs of alcoholic beverages are unallowable.
- 3. Bad debts. Bad debts, including losses (whether actual or estimated) arising from uncollectible accounts and other claims, related collection costs, and related legal costs, are unallowable.
- 4. Bid and proposal costs. (reserved)
- 5. Bonding costs.
 - a. Bonding costs arise when the Federal Government requires assurance against financial loss to itself or others by reason of the act or default of the organization. They arise also in instances where the organization requires similar assurance. Included are such bonds as bid, performance, payment, advance payment, infringement, and fidelity bonds.
 - b. Costs of bonding required pursuant to the terms of the award are allowable.
 - c. Costs of bonding required by the organization in the general conduct of its operations are allowable to the extent that such bonding is in accordance with sound business practice and the rates and premiums are reasonable under the circumstances.
- 6. Communication costs. Costs incurred for telephone services, local and long distance telephone calls, telegrams, radiograms, postage and the like are allowable.
- 7. Compensation for personal services.
 - a. Definition. Compensation for personal services includes all compensation paid currently or accrued by the organization for services of employees rendered during the period of the award (except as otherwise provided in subparagraph h). It includes, but is not limited to, salaries, wages, director's and executive committee member's fees, incentive awards, fringe benefits, pension plan costs, allowances for off-site pay, incentive pay, location allowances, hardship pay, and cost of living differentials.
 - b. Allowability. Except as otherwise specifically provided in this paragraph, the costs of such compensation are allowable to the extent that:
 - (1) Total compensation to individual employees is reasonable for the services rendered and conforms to the established policy of the organization consistently applied to both Federal and non-Federal activities; and
 - (2) Charges to awards whether treated as direct or indirect costs are determined and supported as required in this paragraph.
 - c. Reasonableness.
 - (1) When the organization is predominantly engaged in activities other than those sponsored by the Federal Government, compensation for employees on federally-sponsored work will be considered reasonable to the extent

that it is consistent with that paid for similar work in the organization's other activities.

(2) When the organization is predominantly engaged in federally-sponsored activities and in cases where the kind of employees required for the Federal activities are not found in the organization's other activities, compensation for employees on federally-sponsored work will be considered reasonable to the extent that it is comparable to that paid for similar work in the labor markets in which the organization competes for the kind of employees involved.

d. Special considerations in determining allowability. Certain conditions require special consideration and possible limitations in determining costs under Federal awards where amounts or types of compensation appear unreasonable. Among such conditions are the following:

(1) Compensation to members of non-profit organizations, trustees, directors, associates, officers, or the immediate families thereof.

Determination should be made that such compensation is reasonable for the actual personal services rendered rather than a distribution of earnings in excess of costs.

(2) Any change in an organization's compensation policy resulting in a substantial increase in the organization's level of compensation, particularly when it was concurrent with an increase in the ratio of Federal awards to other activities of the organization or any change in the treatment of allowability of specific types of compensation due to changes in Federal policy.

e. Unallowable costs. Costs which are unallowable under other paragraphs of this Attachment shall not be allowable under this paragraph solely on the basis that they constitute personal compensation.

f. Fringe benefits.

(1) Fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as vacation leave, sick leave, military leave, and the like, are allowable, provided such costs are absorbed by all organization activities in proportion to the relative amount of time or effort actually devoted to each.

(2) Fringe benefits in the form of employer contributions or expenses for social security, employee insurance, workmen's compensation insurance, pension plan costs (see subparagraph h), and the like, are allowable, provided such benefits are granted in accordance with established written organization policies. Such benefits whether treated as indirect costs or as direct costs, shall be distributed to particular awards and other activities in a manner consistent with the pattern of benefits accruing to the individuals or group of employees whose salaries and wages are chargeable to such awards and other activities.

(3) (a) Provisions for a reserve under a self-insurance program for unemployment compensation or workers' compensation are allowable to the extent that the provisions represent reasonable estimates of the liabilities for such compensation, and the types of coverage, extent of

coverage, and rates and premiums would have been allowable had insurance been purchased to cover the risks. However, provisions for self-insured liabilities which do not become payable for more than one year after the provision is made shall not exceed the present value of the liability.

(b) Where an organization follows a consistent policy of expensing actual payments to, or on behalf of, employees or former employees for unemployment compensation or workers' compensation, such payments are allowable in the year of payment with the prior approval of the awarding agency, provided they are allocated to all activities of the organization.

(4) Costs of insurance on the lives of trustees, officers, or other employees holding positions of similar responsibility are allowable only to the extent that the insurance represents additional compensation. The costs of such insurance when the organization is named as beneficiary are unallowable.

g. Organization-furnished automobiles. That portion of the cost of organization-furnished automobiles that relates to personal use by employees (including transportation to and from work) is unallowable as fringe benefit or indirect costs regardless of whether the cost is reported as taxable income to the employees. These costs are allowable as direct costs to sponsored award when necessary for the performance of the sponsored award and approved by awarding agencies.

h. Pension plan costs.

(1) Costs of the organization's pension plan which are incurred in accordance with the established policies of the organization are allowable, provided:

(a) Such policies meet the test of reasonableness;

(b) The methods of cost allocation are not discriminatory;

(c) The cost assigned to each fiscal year is determined in accordance with generally accepted accounting principles (GAAP), as prescribed in Accounting Principles Board Opinion No. 8 issued by the American Institute of Certified Public Accountants; and

(d) The costs assigned to a given fiscal year are funded for all plan participants within six months after the end of that year. However, increases to normal and past service pension costs caused by a delay in funding the actuarial liability beyond 30 days after each quarter of the year to which such costs are assignable are unallowable.

(2) Pension plan termination insurance premiums paid pursuant to the Employee Retirement Income Security Act (ERISA) of 1974 (Pub. L. 93-406) are allowable. Late payment charges on such premiums are unallowable.

(3) Excise taxes on accumulated funding deficiencies and other penalties imposed under ERISA are unallowable.

i. Incentive compensation. Incentive compensation to employees based on cost reduction, or efficient performance, suggestion awards, safety awards, etc., are allowable to the extent that the overall compensation is determined to be reasonable and such costs are paid or accrued pursuant to

an agreement entered into in good faith between the organization and the employees before the services were rendered, or pursuant to an established plan followed by the organization so consistently as to imply, in effect, an agreement to make such payment.

j. Overtime, extra-pay shift, and multi-shift premiums. See paragraph 32.

k. Severance pay. See paragraph 49.

l. Training and education costs. See paragraph 53.

m. Support of salaries and wages.

(1) Charges to awards for salaries and wages, whether treated as direct costs or indirect costs, will be based on documented payrolls approved by a responsible official(s) of the organization. The distribution of salaries and wages to awards must be supported by personnel activity reports, as prescribed in subparagraph (2), except when a substitute system has been approved in writing by the cognizant agency. (See subparagraph E.2 of Attachment A.)

(2) Reports reflecting the distribution of activity of each employee must be maintained for all staff members (professionals and nonprofessionals) whose compensation is charged, in whole or in part, directly to awards. In addition, in order to support the allocation of indirect costs, such reports must also be maintained for other employees whose work involves two or more functions or activities if a distribution of their compensation between such functions or activities is needed in the determination of the organization's indirect cost rate(s) (e.g., an employee engaged part-time in indirect cost activities and part-time in a direct function). Reports maintained by non-profit organizations to satisfy these requirements must meet the following standards:

(a) The reports must reflect an after-the-fact determination of the actual activity of each employee. Budget estimates (i.e., estimates determined before the services are performed) do not qualify as support for charges to awards.

(b) Each report must account for the total activity for which employees are compensated and which is required in fulfillment of their obligations to the organization.

(c) The reports must be signed by the individual employee, or by a responsible supervisory official having first hand knowledge of the activities performed by the employee, that the distribution of activity represents a reasonable estimate of the actual work performed by the employee during the periods covered by the reports.

(d) The reports must be prepared at least monthly and must coincide with one or more pay periods.

(3) Charges for the salaries and wages of nonprofessional employees, in addition to the supporting documentation described in subparagraphs (1) and (2), must also be supported by records indicating the total number of hours worked each day maintained in conformance with Department of Labor regulations implementing the Fair Labor Standards Act (FLSA) (29 CFR Part 516). For this purpose, the term "nonprofessional employee" shall have the

same meaning as "nonexempt employee," under FLSA.

(4) Salaries and wages of employees used in meeting cost sharing or matching requirements on awards must be supported in the same manner as salaries and wages claimed for reimbursement from awarding agencies.

8. Contingency provisions. Contributions to a contingency reserve or any similar provision made for events the occurrence of which cannot be foretold with certainty as to time, intensity, or with an assurance of their happening, are unallowable. The term "contingency reserve" excludes self-insurance reserves (see subparagraphs 7.f (3) and 22.a(2)(d); pension funds (see subparagraph 7.h); and reserves for normal severance pay (see subparagraph 49.b(1)).

9. Contributions. Contributions and donations by the organization to others are unallowable.

10. Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringement.

a. Definitions.

(1) Conviction, as used herein, means a judgment or a conviction of a criminal offense by any court of competent jurisdiction, whether entered upon as a verdict or a plea, including a conviction due to a plea of nolo contendere.

(2) Costs include, but are not limited to, administrative and clerical expenses; the cost of legal services, whether performed by in-house or private counsel; and the costs of the services of accountants, consultants, or others retained by the organization to assist it; costs of employees, officers and trustees, and any similar costs incurred before, during, and after commencement of a judicial or administrative proceeding that bears a direct relationship to the proceedings.

(3) Fraud, as used herein, means (i) acts of fraud corruption or attempts to defraud the Federal Government or to corrupt its agents, (ii) acts that constitute a cause for debarment or suspension (as specified in agency regulations), and (iii) acts which violate the False Claims Act, 31 U.S.C., sections 3729-3731, or the Anti-Kickback Act, 41 U.S.C., sections 51 and 54.

(4) Penalty does not include restitution, reimbursement, or compensatory damages.

(5) Proceeding includes an investigation.

b. (1) Except as otherwise described herein, costs incurred in connection with any criminal, civil or administrative proceeding (including filing of a false certification) commenced by the Federal Government, or a State, local or foreign government, are not allowable if the proceeding: (1) relates to a violation of, or failure to comply with, a Federal, State, local or foreign statute or regulation by the organization (including its agents and employees), and (2) results in any of the following dispositions:

(a) In a criminal proceeding, a conviction.

(b) In a civil or administrative proceeding involving an allegation of

fraud or similar misconduct, a determination of organizational liability.

(c) In the case of any civil or administrative proceeding, the imposition of a monetary penalty.

(d) A final decision by an appropriate Federal official to debar or suspend the organization, to rescind or void an award, or to terminate an award for default by reason of a violation or failure to comply with a law or regulation.

(e) A disposition by consent or compromise, if the action could have resulted in any of the dispositions described in (a), (b), (c) or (d).

(2) If more than one proceeding involves the same alleged misconduct, the costs of all such proceedings shall be unallowable if any one of them results in one of the dispositions shown in subparagraph b.(1).

c. If a proceeding referred to in subparagraph b is commenced by the Federal Government and is resolved by consent or compromise pursuant to an agreement entered into by the organization and the Federal Government, then the costs incurred by the organization in connection with such proceedings that are otherwise not allowable under subparagraph b may be allowed to the extent specifically provided in such agreement.

d. If a proceeding referred to in subparagraph b is commenced by a State, local or foreign government, the authorized Federal official may allow the costs incurred by the organization for such proceedings, if such authorized official determines that the costs were incurred as a result of (1) a specific term or condition of a federally-sponsored award, or (2) specific written direction of an authorized official of the sponsoring agency.

e. Costs incurred in connection with proceedings described in subparagraph b, but which are not made unallowable by that subparagraph, may be allowed by the Federal Government, but only to the extent that:

(1) The costs are reasonable in relation to the activities required to deal with the proceeding and the underlying cause of action;

(2) Payment of the costs incurred, as allowable and allocable costs, is not prohibited by any other provision(s) of the sponsored award;

(3) The costs are not otherwise recovered from the Federal Government or a third party, either directly as a result of the proceeding or otherwise;

and,

(4) The percentage of costs allowed does not exceed the percentage determined by an authorized Federal official to be appropriate, considering the complexity of the litigation, generally accepted principles governing the award of legal fees in civil actions involving the United States as a party, and such other factors as may be appropriate. Such percentage shall not exceed 80 percent. However, if an agreement reached under subparagraph c has explicitly considered this 80 percent limitation and permitted a higher percentage, then the full amount of costs resulting from that agreement shall be allowable.

f. Costs incurred by the organization in connection with the defense of suits brought by its employees or ex-employees under section 2 of the

Major Fraud Act of 1988 (Pub. L. 100-700), including the cost of all relief necessary to make such employee whole, where the organization was found liable or settled, are unallowable.

g. Costs of legal, accounting, and consultant services, and related costs, incurred in connection with defense against Federal Government claims or appeals, antitrust suits, or the prosecution of claims or appeals against the Federal Government, are unallowable.

h. Costs of legal, accounting, and consultant services, and related costs, incurred in connection with patent infringement litigation, are unallowable unless otherwise provided for in the sponsored awards.

i. Costs which may be unallowable under this paragraph, including directly associated costs, shall be segregated and accounted for by the organization separately. During the pendency of any proceeding covered by subparagraphs b and f, the Federal Government shall generally withhold payment of such costs. However, if in the best interests of the Federal Government, the Federal Government may provide for conditional payment upon provision of adequate security, or other adequate assurance, and agreements by the organization to repay all unallowable costs, plus interest, if the costs are subsequently determined to be unallowable.

11. Depreciation and use allowances.

a. Compensation for the use of buildings, other capital improvements, and equipment on hand may be made through use allowances or depreciation. However, except as provided in subparagraph f, a combination of the two methods may not be used in connection with a single class of fixed assets (e.g., buildings, office equipment, computer equipment, etc.).

b. The computation of use allowances or depreciation shall be based on the acquisition cost of the assets involved. The acquisition cost of an asset donated to the organization by a third party shall be its fair market value at the time of the donation.

c. The computation of use allowances or depreciation will exclude:

(1) The cost of land;

(2) Any portion of the cost of buildings and equipment borne by or donated by the Federal Government irrespective of where title was originally vested or where it presently resides; and

(3) Any portion of the cost of buildings and equipment contributed by or for the organization in satisfaction of a statutory matching requirement.

d. Where the use allowance method is followed, the use allowance for buildings and improvement (including land improvements, such as paved parking areas, fences, and sidewalks) will be computed at an annual rate not exceeding two percent of acquisition cost. The use allowance for equipment will be computed at an annual rate not exceeding six and two-thirds percent of acquisition cost. When the use allowance method is used for buildings, the entire building must be treated as a single asset; the building's components (e.g., plumbing system, heating and air conditioning, etc.) cannot be segregated from the building's shell. The two percent limitation, however, need not be applied to equipment which is

merely attached or fastened to the building but not permanently fixed to it and which is used as furnishings or decorations or for specialized purposes (e.g., dentist chairs and dental treatment units, counters, laboratory benches bolted to the floor, dishwashers, carpeting, etc.). Such equipment will be considered as not being permanently fixed to the building if it can be removed without the need for costly or extensive alterations or repairs to the building or the equipment. Equipment that meets these criteria will be subject to the six and two-thirds percent equipment use allowance limitation.

e. Where depreciation method is followed, the period of useful service (useful life) established in each case for usable capital assets must take into consideration such factors as type of construction, nature of the equipment used, technological developments in the particular program area, and the renewal and replacement policies followed for the individual items or classes of assets involved. The method of depreciation used to assign the cost of an asset (or group of assets) to accounting periods shall reflect the pattern of consumption of the asset during its useful life. In the absence of clear evidence indicating that the expected consumption of the asset will be significantly greater or lesser in the early portions of its useful life than in the later portions, the straight-line method shall be presumed to be the appropriate method. Depreciation methods once used shall not be changed unless approved in advance by the cognizant Federal agency. When the depreciation method is introduced for application to assets previously subject to a use allowance, the combination of use allowances and depreciation applicable to such assets must not exceed the total acquisition cost of the assets. When the depreciation method is used for buildings, a building's shell may be segregated from each building component (e.g., plumbing system, heating, and air conditioning system, etc.) and each item depreciated over its estimated useful life; or the entire building (i.e., the shell and all components) may be treated as a single asset and depreciated over a single useful life.

f. When the depreciation method is used for a particular class of assets, no depreciation may be allowed on any such assets that, under subparagraph e, would be viewed as fully depreciated. However, a reasonable use allowance may be negotiated for such assets if warranted after taking into consideration the amount of depreciation previously charged to the Federal Government, the estimated useful life remaining at time of negotiation, the effect of any increased maintenance charges or decreased efficiency due to age, and any other factors pertinent to the utilization of the asset for the purpose contemplated.

g. Charges for use allowances or depreciation must be supported by adequate property records and physical inventories must be taken at least once every two years (a statistical sampling basis is acceptable) to ensure that assets exist and are usable and needed. When the depreciation method is followed, adequate depreciation records indicating the amount of depreciation taken each period must also be maintained.

12. Donations.

a. Services received.

(1) Donated or volunteer services may be furnished to an organization by professional and technical personnel, consultants, and other skilled and unskilled labor. The value of these services is not reimbursable either as a direct or indirect cost.

(2) The value of donated services utilized in the performance of a direct cost activity shall be considered in the determination of the organization's indirect cost rate(s) and, accordingly, shall be allocated a proportionate share of applicable indirect costs when the following circumstances exist:

(a) The aggregate value of the services is material;

(b) The services are supported by a significant amount of the indirect costs incurred by the organization;

(c) The direct cost activity is not pursued primarily for the benefit of the Federal Government,

(3) In those instances where there is no basis for determining the fair market value of the services rendered, the recipient and the cognizant agency shall negotiate an appropriate allocation of indirect cost to the services.

(4) Where donated services directly benefit a project supported by an award, the indirect costs allocated to the services will be considered as a part of the total costs of the project. Such indirect costs may be reimbursed under the award or used to meet cost sharing or matching requirements.

(5) The value of the donated services may be used to meet cost sharing or matching requirements under conditions described in Sec. __.23 of Circular A-110. Where donated services are treated as indirect costs, indirect cost rates will separate the value of the donations so that reimbursement will not be made.

(6) Fair market value of donated services shall be computed as follows:

(a) Rates for volunteer services. Rates for volunteers shall be consistent with those regular rates paid for similar work in other activities of the organization. In cases where the kinds of skills involved are not found in other activities of the organization, the rates used shall be consistent with those paid for similar work in the labor market in which the organization competes for such skills.

(b) Services donated by other organizations. When an employer donates the services of an employee, these services shall be valued at the employee's regular rate of pay (exclusive of fringe benefits and indirect costs), provided the services are in the same skill for which the employee is normally paid. If the services are not in the same skill for which the employee is normally paid, fair market value shall be computed in accordance with subparagraph (a).

b. Goods and space.

(1) Donated goods; i.e., expendable personal property/supplies, and

donated use of space may be furnished to an organization. The value of the goods and space is not reimbursable either as a direct or indirect cost.

(2) The value of the donations may be used to meet cost sharing or matching share requirements under the conditions described in Sec. ___23 of Circular A-110. The value of the donations shall be determined in accordance with Sec. ___23 of Circular A-110. Where donations are treated as indirect costs, indirect cost rates will separate the value of the donations so that reimbursement will not be made.

13. Employee morale, health, and welfare costs and credits. The costs of house publications, health or first-aid clinics, and/or infirmaries, recreational activities, employees' counseling services, and other expenses incurred in accordance with the organization's established practice or custom for the improvement of working conditions, employer-employee relations, employee morale, and employee performance are allowable. Such costs will be equitably apportioned to all activities of the organization. Income generated from any of these activities will be credited to the cost thereof unless such income has been irrevocably set over to employee welfare organizations.

14. Entertainment costs. Costs of amusement, diversion, social activities, ceremonials, and costs relating thereto, such as meals, lodging, rentals, transportation, and gratuities are unallowable (but see paragraphs 13 and 30).

15. Equipment and other capital expenditures.

a. As used in this paragraph, the following terms have the meanings set forth below:

(1) "Equipment" means an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of (a) the capitalization level established by the organization for the financial statement purposes, or (b) \$5000. The unamortized portion of any equipment written off as a result of a change in capitalization levels may be recovered by continuing to claim the otherwise allowable use allowances or depreciation on the equipment, or by amortizing the amount to be written off over a period of years as negotiated with the Federal cognizant agency.

(2) Acquisition cost means the net invoice unit price of an item of equipment, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it is acquired. Ancillary charges, such as taxes, duty, protective in-transit insurance, freight, and installation shall be included in or excluded from acquisition cost in accordance with the organization's regular written accounting practices.

(3) Special purpose equipment means equipment which is usable only for research, medical, scientific, or technical activities. Examples of special purpose equipment include microscopes, x-ray machines, surgical instruments, and spectrometers.

(4) General purpose equipment means equipment which is usable for other

than research, medical, scientific, or technical activities, whether or not special modifications are needed to make them suitable for a particular purpose. Examples of general purpose equipment include office equipment and furnishings, air conditioning equipment, reproduction and printing equipment, motor vehicles, and automatic data processing equipment.

b. (1) Capital expenditures for general purpose equipment are unallowable as a direct cost except with the prior approval of the awarding agency.

(2) Capital expenditures for special purpose equipment are allowable as direct costs, provided that items with a unit cost of \$5000 or more have the prior approval of awarding agency.

c. Capital expenditures for land or buildings are unallowable as a direct cost except with the prior approval of the awarding agency.

d. Capital expenditures for improvements to land, buildings, or equipment which materially increase their value or useful life are unallowable as a direct cost except with the prior approval of the awarding agency.

e. Equipment and other capital expenditures are unallowable as indirect costs. However, see paragraph 11 for allowability of use allowances or depreciation on buildings, capital improvements, and equipment. Also, see paragraph 46 for allowability of rental costs for land, buildings, and equipment.

16. Fines and penalties. Costs of fines and penalties resulting from violations of, or failure of the organization to comply with Federal, State, and local laws and regulations are unallowable except when incurred as a result of compliance with specific provisions of an award or instructions in writing from the awarding agency.

17. Fringe benefits. See subparagraph 7.f.

18. Goods or services for personal use. Costs of goods or services for personal use of the organization's employees are unallowable regardless of whether the cost is reported as taxable income to the employees.

19. Housing and personal living expenses.

a. Costs of housing (e.g., depreciation, maintenance, utilities, furnishings, rent, etc.), housing allowances and personal living expenses for/of the organization's officers are unallowable as fringe benefit or indirect costs regardless of whether the cost is reported as taxable income to the employees. These costs are allowable as direct costs to sponsored award when necessary for the performance of the sponsored award and approved by awarding agencies.

b. The term "officers" includes current and past officers and employees.

20. Idle facilities and idle capacity.

a. As used in this paragraph, the following terms have the meanings set forth below:

(1) Facilities means land and buildings or any portion thereof, equipment individually or collectively, or any other tangible capital asset, wherever located, and whether owned or leased by the organization.

(2) Idle facilities means completely unused facilities that are excess to

the organization's current needs.

(3) Idle capacity means the unused capacity of partially used facilities. It is the difference between that which a facility could achieve under 100 percent operating time on a one-shift basis less operating interruptions resulting from time lost for repairs, setups, unsatisfactory materials, and other normal delays, and the extent to which the facility was actually used to meet demands during the accounting period. A multi-shift basis may be used if it can be shown that this amount of usage could normally be expected for the type of facility involved.

(4) Costs of idle facilities or idle capacity means costs such as maintenance, repair, housing, rent, and other related costs, e.g., property taxes, insurance, and depreciation or use allowances.

b. The costs of idle facilities are unallowable except to the extent that:

(1) They are necessary to meet fluctuations in workload; or

(2) Although not necessary to meet fluctuations in workload, they were necessary when acquired and are now idle because of changes in program requirements, efforts to achieve more economical operations, reorganization, termination, or other causes which could not have been reasonably foreseen. Under the exception stated in this subparagraph, costs of idle facilities are allowable for a reasonable period of time, ordinarily not to exceed one year, depending upon the initiative taken to use, lease, or dispose of such facilities (but see subparagraphs 48.b and d).

c. The costs of idle capacity are normal costs of doing business and are a factor in the normal fluctuations of usage or indirect cost rates from period to period. Such costs are allowable, provided the capacity is reasonably anticipated to be necessary or was originally reasonable and is not subject to reduction or elimination by subletting, renting, or sale, in accordance with sound business, economics, or security practices. Widespread idle capacity throughout an entire facility or among a group of assets having substantially the same function may be idle facilities.

21. Independent research and development. [Reserved]

22. Insurance and indemnification.

a. Insurance includes insurance which the organization is required to carry, or which is approved, under the terms of the award and any other insurance which the organization maintains in connection with the general conduct of its operations. This paragraph does not apply to insurance which represents fringe benefits for employees (see subparagraphs 7.f and 7.h(2)).

(1) Costs of insurance required or approved, and maintained, pursuant to the award are allowable.

(2) Costs of other insurance maintained by the organization in connection with the general conduct of its operations are allowable subject to the following limitations:

(a) Types and extent of coverage shall be in accordance with sound

business practice and the rates and premiums shall be reasonable under the circumstances.

(b) Costs allowed for business interruption or other similar insurance shall be limited to exclude coverage of management fees.

(c) Costs of insurance or of any provisions for a reserve covering the risk of loss or damage to Federal property are allowable only to the extent that the organization is liable for such loss or damage.

(d) Provisions for a reserve under a self-insurance program are allowable to the extent that types of coverage, extent of coverage, rates, and premiums would have been allowed had insurance been purchased to cover the risks. However, provision for known or reasonably estimated self-insured liabilities, which do not become payable for more than one year after the provision is made, shall not exceed the present value of the liability.

(e) Costs of insurance on the lives of trustees, officers, or other employees holding positions of similar responsibilities are allowable only to the extent that the insurance represents additional compensation (see subparagraph 7.f(4)). The cost of such insurance when the organization is identified as the beneficiary is unallowable.

(f) Insurance against defects. Costs of insurance with respect to any costs incurred to correct defects in the organization's materials or workmanship are unallowable.

(g) Medical liability (malpractice) insurance. Medical liability insurance is an allowable cost of Federal research programs only to the extent that the Federal research programs involve human subjects or training of participants in research techniques. Medical liability insurance costs shall be treated as a direct cost and shall be assigned to individual projects based on the manner in which the insurer allocates the risk to the population covered by the insurance.

(3) Actual losses which could have been covered by permissible insurance (through the purchase of insurance or a self-insurance program) are unallowable unless expressly provided for in the award, except:

(a) Costs incurred because of losses not covered under nominal deductible insurance coverage provided in keeping with sound business practice are allowable.

(b) Minor losses not covered by insurance, such as spoilage, breakage, and disappearance of supplies, which occur in the ordinary course of operations, are allowable.

b. Indemnification includes securing the organization against liabilities to third persons and any other loss or damage, not compensated by insurance or otherwise. The Federal Government is obligated to indemnify the organization only to the extent expressly provided in the award.

23. Interest, fundraising, and investment management costs.

a. Interest.

(1) Costs incurred for interest on borrowed capital or temporary use of endowment funds, however represented, are unallowable. However, interest on debt incurred after the effective date of this revision to acquire or

replace capital assets (including renovations, alterations, equipment, land, and capital assets acquired through capital leases), acquired after the effective date of this revision and used in support of sponsored agreements is allowable, provided that:

(a) For facilities acquisitions (excluding renovations and alterations) costing over \$10 million where the Federal Government's reimbursement is expected to equal or exceed 40 percent of an asset's cost, the non-profit organization prepares, prior to the acquisition or replacement of the capital asset(s), a justification that demonstrates the need for the facility in the conduct of federally-sponsored activities. Upon request, the needs justification must be provided to the Federal agency with cost cognizance authority as a prerequisite to the continued allowability of interest on debt and depreciation related to the facility. The needs justification for the acquisition of a facility should include, at a minimum, the following:

A statement of purpose and justification for facility acquisition or replacement

A statement as to why current facilities are not adequate

A statement of planned future use of the facility

A description of the financing agreement to be arranged for the facility

A summary of the building contract with estimated cost information and statement of source and use of funds

A schedule of planned occupancy dates

(b) For facilities costing over \$500,000, the non-profit organization prepares, prior to the acquisition or replacement of the facility, a lease/purchase analysis in accordance with the provisions of Sec. __.30 through __.37 of Circular A-110, which shows that a financed purchase or capital lease is less costly to the organization than other leasing alternatives, on a net present value basis. Discount rates used should be equal to the non-profit organization's anticipated interest rates and should be no higher than the fair market rate available to the non-profit organization from an unrelated ("arm's length") third-party. The lease/purchase analysis shall include a comparison of the net present value of the projected total cost comparisons of both alternatives over the period the asset is expected to be used by the non-profit organization. The cost comparisons associated with purchasing the facility shall include the estimated purchase price, anticipated operating and maintenance costs (including property taxes, if applicable) not included in the debt financing, less any estimated asset salvage value at the end of the period defined above. The cost comparison for a capital lease shall include the estimated total lease payments, any estimated bargain purchase option, operating and maintenance costs, and taxes not included in the capital leasing arrangement, less any estimated credits due under the lease at the end of the period defined above. Projected operating lease costs shall be based on the anticipated cost of leasing comparable facilities at fair market rates under rental agreements that would be

renewed or reestablished over the period defined above, and any expected maintenance costs and allowable property taxes to be borne by the non-profit organization directly or as part of the lease arrangement.

(c) The actual interest cost claimed is predicated upon interest rates that are no higher than the fair market rate available to the non-profit organization from an unrelated ("arm's length") third party.

(d) Investment earnings, including interest income, on bond or loan principal, pending payment of the construction or acquisition costs, are used to offset allowable interest cost. Arbitrage earnings reportable to the Internal Revenue Service are not required to be offset against allowable interest costs.

(e) Reimbursements are limited to the least costly alternative based on the total cost analysis required under subparagraph (b). For example, if an operating lease is determined to be less costly than purchasing through debt financing, then reimbursement is limited to the amount determined if leasing had been used. In all cases where a lease/purchase analysis is performed, Federal reimbursement shall be based upon the least expensive alternative.

(f) Non-profit organizations are also subject to the following conditions:

(i) Interest on debt incurred to finance or refinance assets acquired before or reacquired after the effective date of this Circular is not allowable.

(ii) For debt arrangements over \$1 million, unless the non-profit organization makes an initial equity contribution to the asset purchase of 25 percent or more, non-profit organizations shall reduce claims for interest expense by an amount equal to imputed interest earnings on excess cash flow, which is to be calculated as follows. Annually, non-profit organizations shall prepare a cumulative (from the inception of the project) report of monthly cash flows that includes inflows and outflows, regardless of the funding source. Inflows consist of depreciation expense, amortization of capitalized construction interest, and annual interest expense. For cash flow calculations, the annual inflow figures shall be divided by the number of months in the year (usually 12) that the building is in service for monthly amounts. Outflows consist of initial equity contributions, debt principal payments (less the pro rata share attributable to the unallowable costs of land) and interest payments. Where cumulative inflows exceed cumulative outflows, interest shall be calculated on the excess inflows for that period and be treated as a reduction to allowable interest expense. The rate of interest to be used to compute earnings on excess cash flows shall be the three month Treasury Bill closing rate as of the last business day of that month.

(iii) Substantial relocation of federally-sponsored activities from a facility financed by indebtedness, the cost of which was funded in whole or part through Federal reimbursements, to another facility prior to the expiration of a period of 20 years requires notice to the Federal

cognizant agency. The extent of the relocation, the amount of the Federal participation in the financing, and the depreciation and interest charged to date may require negotiation and/or downward adjustments of replacement space charged to Federal programs in the future.

(iv) The allowable costs to acquire facilities and equipment are limited to a fair market value available to the non-profit organization from an unrelated ("arm's length") third party.

(2) For non-profit organizations subject to "full coverage" under the Cost Accounting Standards (CAS) as defined at 48 CFR 9903.201, the interest allowability provisions of subparagraph a do not apply. Instead, these organizations' sponsored agreements are subject to CAS 414 (48 CFR 9903.414), cost of money as an element of the cost of facilities capital, and CAS 417 (48 CFR 9903.417), cost of money as an element of the cost of capital assets under construction.

(3) The following definitions are to be used for purposes of paragraph 23:

(a) Re-acquired assets means assets held by the non-profit organization prior to the effective date of this revision that have again come to be held by the organization, whether through repurchase or refinancing. It does not include assets acquired to replace older assets.

(b) Initial equity contribution means the amount or value of contributions made by non-Federal entities for the acquisition of the asset or prior to occupancy of facilities.

(c) Asset costs means the capitalizable costs of an asset, including construction costs, acquisition costs, and other such costs capitalized in accordance with GAAP.

b. Costs of organized fundraising, including financial campaigns, endowment drives, solicitation of gifts and bequests, and similar expenses incurred solely to raise capital or obtain contributions are unallowable.

c. Costs of investment counsel and staff and similar expenses incurred solely to enhance income from investments are unallowable.

d. Fundraising and investment activities shall be allocated an appropriate share of indirect costs under the conditions described in subparagraph B.3 of Attachment A.

24. Labor relations costs. Costs incurred in maintaining satisfactory relations between the organization and its employees, including costs of labor management committees, employee publications, and other related activities are allowable.

25. Lobbying.

a. Notwithstanding other provisions of this Circular, costs associated with the following activities are unallowable:

(1) Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activity;

(2) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other

organization established for the purpose of influencing the outcomes of elections;

(3) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity), or with any Government official or employee in connection with a decision to sign or veto enrolled legislation;

(4) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or

(5) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.

b. The following activities are excepted from the coverage of subparagraph a:

(1) Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof, in response to a documented request (including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) made by the recipient member, legislative body or subdivision, or a cognizant staff member thereof; provided such information is readily obtainable and can be readily put in deliverable form; and further provided that costs under this section for travel, lodging or meals are unallowable unless incurred to offer testimony at a regularly scheduled Congressional hearing pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearing.

(2) Any lobbying made unallowable by subparagraph a(3) to influence State legislation in order to directly reduce the cost, or to avoid material impairment of the organization's authority to perform the grant, contract, or other agreement.

(3) Any activity specifically authorized by statute to be undertaken with funds from the grant, contract, or other agreement.

c. (1) When an organization seeks reimbursement for indirect costs, total lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs in

accordance with the procedures of subparagraph B.3 of Attachment A.

(2) Organizations shall submit, as part of the annual indirect cost rate proposal, a certification that the requirements and standards of this paragraph have been complied with.

(3) Organizations shall maintain adequate records to demonstrate that the determination of costs as being allowable or unallowable pursuant to paragraph 25 complies with the requirements of this Circular.

(4) Time logs, calendars, or similar records shall not be required to be created for purposes of complying with this paragraph during any particular calendar month when: (1) the employee engages in lobbying (as defined in subparagraphs (a) and (b)) 25 percent or less of the employee's compensated hours of employment during that calendar month, and (2) within the preceding five-year period, the organization has not materially misstated allowable or unallowable costs of any nature, including legislative lobbying costs. When conditions (1) and (2) are met, organizations are not required to establish records to support the allowability of claimed costs in addition to records already required or maintained. Also, when conditions (1) and (2) are met, the absence of time logs, calendars, or similar records will not serve as a basis for disallowing costs by contesting estimates of lobbying time spent by employees during a calendar month.

(5) Agencies shall establish procedures for resolving in advance, in consultation with OMB, any significant questions or disagreements concerning the interpretation or application of paragraph 25. Any such advance resolution shall be binding in any subsequent settlements, audits or investigations with respect to that grant or contract for purposes of interpretation of this Circular; provided, however, that this shall not be construed to prevent a contractor or grantee from contesting the lawfulness of such a determination.

26. Losses on other awards. Any excess of costs over income on any award is unallowable as a cost of any other award. This includes, but is not limited to, the organization's contributed portion by reason of cost sharing agreements or any under-recoveries through negotiation of lump sums for, or ceilings on, indirect costs.

27. Maintenance and repair costs. Costs incurred for necessary maintenance, repair, or upkeep of buildings and equipment (including Federal property unless otherwise provided for) which neither add to the permanent value of the property nor appreciably prolong its intended life, but keep it in an efficient operating condition, are allowable. Costs incurred for improvements which add to the permanent value of the buildings and equipment or appreciably prolong their intended life shall be treated as capital expenditures (see paragraph 15).

28. Materials and supplies. The costs of materials and supplies necessary to carry out an award are allowable. Such costs should be charged at their actual prices after deducting all cash discounts, trade discounts, rebates, and allowances received by the organization. Withdrawals from

general stores or stockrooms should be charged at cost under any recognized method of pricing consistently applied. Incoming transportation charges may be a proper part of material cost. Materials and supplies charged as a direct cost should include only the materials and supplies actually used for the performance of the contract or grant, and due credit should be given for any excess materials or supplies retained, or returned to vendors.

29. Meetings and conferences.

a. Costs associated with the conduct of meetings and conferences include the cost of renting facilities, meals, speakers' fees, and the like. But see paragraph 14, Entertainment costs, and paragraph 34, Participant support costs.

b. To the extent that these costs are identifiable with a particular cost objective, they should be charged to that objective (see paragraph B of Attachment A). These costs are allowable, provided that they meet the general tests of allowability, shown in paragraph A of Attachment A to this Circular.

c. Costs of meetings and conferences held to conduct the general administration of the organization are allowable.

30. Memberships, subscriptions, and professional activity costs.

a. Costs of the organization's membership in business, technical, and professional organizations are allowable.

b. Costs of the organization's subscriptions to business, professional, and technical periodicals are allowable.

c. Costs of meetings and conferences, when the primary purpose is the dissemination of technical information, are allowable. This includes costs of meals, transportation, rental of facilities, and other items incidental to such meetings or conferences.

d. Costs of membership in any civic or community organization are allowable with prior approval by Federal cognizant agency.

e. Costs of membership in any country club or social or dining club or organization are unallowable.

31. Organization costs. Expenditures, such as incorporation fees, brokers' fees, fees to promoters, organizers or management consultants, attorneys, accountants, or investment counselors, whether or not employees of the organization, in connection with establishment or reorganization of an organization, are unallowable except with prior approval of the awarding agency.

32. Overtime, extra-pay shift, and multi-shift premiums. Premiums for overtime, extra-pay shifts, and multi-shift work are allowable only with the prior approval of the awarding agency except:

a. When necessary to cope with emergencies, such as those resulting from accidents, natural disasters, breakdowns of equipment, or occasional operational bottlenecks of a sporadic nature.

b. When employees are performing indirect functions, such as administration, maintenance, or accounting.

c. In the performance of tests, laboratory procedures, or other similar operations which are continuous in nature and cannot reasonably be interrupted or otherwise completed.

d. When lower overall cost to the Federal Government will result.

33. Page charges in professional journals. Page charges for professional journal publications are allowable as a necessary part of research costs, where:

a. The research papers report work supported by the Federal Government; and

b. The charges are levied impartially on all research papers published by the journal, whether or not by federally-sponsored authors.

34. Participant support costs. Participant support costs are direct costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with meetings, conferences, symposia, or training projects. These costs are allowable with the prior approval of the awarding agency.

35. Patent costs.

a. Costs of (i) preparing disclosures, reports, and other documents required by the award and of searching the art to the extent necessary to make such disclosures, (ii) preparing documents and any other patent costs in connection with the filing and prosecution of a United States patent application where title or royalty-free license is required by the Federal Government to be conveyed to the Federal Government, and (iii) general counseling services relating to patent and copyright matters, such as advice on patent and copyright laws, regulations, clauses, and employee agreements are allowable (but see paragraph 39).

b. Cost of preparing disclosures, reports, and other documents and of searching the art to the extent necessary to make disclosures, if not required by the award, are unallowable. Costs in connection with (i) filing and prosecuting any foreign patent application, or (ii) any United States patent application, where the award does not require conveying title or a royalty-free license to the Federal Government, are unallowable (also see paragraph 47).

36. Pension plans. See subparagraph 7.h.

37. Plant security costs. Necessary expenses incurred to comply with Federal security requirements or for facilities protection, including wages, uniforms, and equipment of personnel are allowable.

38. Pre-award costs. Pre-award costs are those incurred prior to the effective date of the award directly pursuant to the negotiation and in anticipation of the award where such costs are necessary to comply with the proposed delivery schedule or period of performance. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the award and only with the written approval of the awarding agency.

39. Professional service costs.

a. Costs of professional and consultant services rendered by persons who are members of a particular profession or possess a special skill, and who are not officers or employees of the organization, are allowable, subject to subparagraphs b and c when reasonable in relation to the services rendered and when not contingent upon recovery of the costs from the Federal Government.

b. In determining the allowability of costs in a particular case, no single factor or any special combination of factors is necessarily determinative. However, the following factors are relevant:

(1) The nature and scope of the service rendered in relation to the service required.

(2) The necessity of contracting for the service, considering the organization's capability in the particular area.

(3) The past pattern of such costs, particularly in the years prior to Federal awards.

(4) The impact of Federal awards on the organization's business (i.e., what new problems have arisen).

(5) Whether the proportion of Federal work to the organization's total business is such as to influence the organization in favor of incurring the cost, particularly where the services rendered are not of a continuing nature and have little relationship to work under Federal grants and contracts.

(6) Whether the service can be performed more economically by direct employment rather than contracting.

(7) The qualifications of the individual or concern rendering the service and the customary fees charged, especially on non-Federal awards.

(8) Adequacy of the contractual agreement for the service (e.g., description of the service, estimate of time required, rate of compensation, and termination provisions).

c. In addition to the factors in subparagraph b, retainer fees to be allowable must be supported by evidence of bona fide services available or rendered.

40. Profits and losses on disposition of depreciable property or other capital assets.

a. (1) Gains and losses on sale, retirement, or other disposition of depreciable property shall be included in the year in which they occur as credits or charges to cost grouping(s) in which the depreciation applicable to such property was included. The amount of the gain or loss to be included as a credit or charge to the appropriate cost grouping(s) shall be the difference between the amount realized on the property and the undepreciated basis of the property.

(2) Gains and losses on the disposition of depreciable property shall not be recognized as a separate credit or charge under the following conditions:

(a) The gain or loss is processed through a depreciation reserve account and is reflected in the depreciation allowable under paragraph 11.

(b) The property is given in exchange as part of the purchase price of a similar item and the gain or loss is taken into account in determining the depreciation cost basis of the new item.

(c) A loss results from the failure to maintain permissible insurance, except as otherwise provided in subparagraph 22.a(3).

(d) Compensation for the use of the property was provided through use allowances in lieu of depreciation in accordance with paragraph 11.

(e) Gains and losses arising from mass or extraordinary sales, retirements, or other dispositions shall be considered on a case-by-case basis.

b. Gains or losses of any nature arising from the sale or exchange of property other than the property covered in subparagraph a shall be excluded in computing award costs.

41. Publication and printing costs.

a. Publication costs include the costs of printing (including the processes of composition, plate-making, press work, binding, and the end products produced by such processes), distribution, promotion, mailing, and general handling.

b. If these costs are not identifiable with a particular cost objective, they should be allocated as indirect costs to all benefiting activities of the organization.

c. Publication and printing costs are unallowable as direct costs except with the prior approval of the awarding agency.

d. The cost of page charges in journals is addressed paragraph 33.

42. Rearrangement and alteration costs. Costs incurred for ordinary or normal rearrangement and alteration of facilities are allowable. Special arrangement and alteration costs incurred specifically for the project are allowable with the prior approval of the awarding agency.

43. Reconversion costs. Costs incurred in the restoration or rehabilitation of the organization's facilities to approximately the same condition existing immediately prior to commencement of Federal awards, fair wear and tear excepted, are allowable.

44. Recruiting costs.

a. Subject to subparagraphs b, c, and d, and provided that the size of the staff recruited and maintained is in keeping with workload requirements, costs of "help wanted" advertising, operating costs of an employment office necessary to secure and maintain an adequate staff, costs of operating an aptitude and educational testing program, travel costs of employees while engaged in recruiting personnel, travel costs of applicants for interviews for prospective employment, and relocation costs incurred incident to recruitment of new employees, are allowable to the extent that such costs are incurred pursuant to a well-managed recruitment program. Where the organization uses employment agencies, costs that are not in excess of standard commercial rates for such services are allowable.

b. In publications, costs of help wanted advertising that includes color,

includes advertising material for other than recruitment purposes, or is excessive in size (taking into consideration recruitment purposes for which intended and normal organizational practices in this respect), are unallowable.

c. Costs of help wanted advertising, special emoluments, fringe benefits, and salary allowances incurred to attract professional personnel from other organizations that do not meet the test of reasonableness or do not conform with the established practices of the organization, are unallowable.

d. Where relocation costs incurred incident to recruitment of a new employee have been allowed either as an allocable direct or indirect cost, and the newly hired employee resigns for reasons within his control within twelve months after being hired, the organization will be required to refund or credit such relocation costs to the Federal Government.

45. Relocation costs.

a. Relocation costs are costs incident to the permanent change of duty assignment (for an indefinite period or for a stated period of not less than 12 months) of an existing employee or upon recruitment of a new employee. Relocation costs are allowable, subject to the limitation described in subparagraphs b, c, and d, provided that:

(1) The move is for the benefit of the employer.

(2) Reimbursement to the employee is in accordance with an established written policy consistently followed by the employer.

(3) The reimbursement does not exceed the employee's actual (or reasonably estimated) expenses.

b. Allowable relocation costs for current employees are limited to the following:

(1) The costs of transportation of the employee, members of his immediate family and his household, and personal effects to the new location.

(2) The costs of finding a new home, such as advance trips by employees and spouses to locate living quarters and temporary lodging during the transition period, up to maximum period of 30 days, including advance trip time.

(3) Closing costs, such as brokerage, legal, and appraisal fees, incident to the disposition of the employee's former home. These costs, together with those described in (4), are limited to 8 per cent of the sales price of the employee's former home.

(4) The continuing costs of ownership of the vacant former home after the settlement or lease date of the employee's new permanent home, such as maintenance of buildings and grounds (exclusive of fixing up expenses), utilities, taxes, and property insurance.

(5) Other necessary and reasonable expenses normally incident to relocation, such as the costs of canceling an unexpired lease, disconnecting and reinstalling household appliances, and purchasing insurance against loss of or damages to personal property. The cost of canceling an unexpired lease is limited to three times the monthly rental.

c. Allowable relocation costs for new employees are limited to those described in (1) and (2) of subparagraph b. When relocation costs incurred incident to the recruitment of new employees have been allowed either as a direct or indirect cost and the employee resigns for reasons within his control within 12 months after hire, the organization shall refund or credit the Federal Government for its share of the cost. However, the costs of travel to an overseas location shall be considered travel costs in accordance with paragraph 55 and not relocation costs for the purpose of this paragraph if dependents are not permitted at the location for any reason and the costs do not include costs of transporting household goods.

d. The following costs related to relocation are unallowable:

(1) Fees and other costs associated with acquiring a new home.

(2) A loss on the sale of a former home.

(3) Continuing mortgage principal and interest payments on a home being sold.

(4) Income taxes paid by an employee related to reimbursed relocation costs.

46. Rental costs.

a. Subject to the limitations described in subparagraphs b through d, rental costs are allowable to the extent that the rates are reasonable in light of such factors as: rental costs of comparable property, if any; market conditions in the area; alternatives available; and the type, life expectancy, condition, and value of the property leased.

b. Rental costs under sale and leaseback arrangements are allowable only up to the amount that would be allowed had the organization continued to own the property.

c. Rental costs under less-than-arms-length leases are allowable only up to the amount that would be allowed had title to the property vested in the organization. For this purpose, a less-than-arms-length lease is one under which one party to the lease agreement is able to control or substantially influence the actions of the other. Such leases include, but are not limited to those between (i) divisions of an organization; (ii) organizations under common control through common officers, directors, or members; and (iii) an organization and a director, trustee, officer, or key employee of the organization or his immediate family either directly or through corporations, trusts, or similar arrangements in which they hold a controlling interest.

d. Rental costs under leases which are required to be treated as capital leases under GAAP, are allowable only up to the amount that would be allowed had the organization purchased the property on the date the lease agreement was executed, i.e., to the amount that minimally would pay for depreciation or use allowances, maintenance, taxes, and insurance. Interest costs related to capitalized leases are allowable to the extent they meet criteria in subparagraph 23.a. Unallowable costs include amounts

paid for profit, management fees, and taxes that would not have been incurred had the organization purchased the facility.

47. Royalties and other costs for use of patents and copyrights.

a. Royalties on a patent or copyright or amortization of the cost of acquiring by purchase a copyright, patent, or rights thereto, necessary for the proper performance of the award are allowable unless:

(1) The Federal Government has a license or the right to free use of the patent or copyright.

(2) The patent or copyright has been adjudicated to be invalid, or has been administratively determined to be invalid.

(3) The patent or copyright is considered to be unenforceable.

(4) The patent or copyright is expired.

b. Special care should be exercised in determining reasonableness where the royalties may have arrived at as a result of less-than-arm's-length bargaining, e.g.:

(1) Royalties paid to persons, including corporations, affiliated with the organization.

(2) Royalties paid to unaffiliated parties, including corporations, under an agreement entered into in contemplation that a Federal award would be made.

(3) Royalties paid under an agreement entered into after an award is made to an organization.

c. In any case involving a patent or copyright formerly owned by the organization, the amount of royalty allowed should not exceed the cost which would have been allowed had the organization retained title thereto.

48. Selling and marketing. Costs of selling and marketing any products or services of the organization (unless allowed under paragraph 1 as allowable public relations costs) are unallowable. These costs, however, are allowable as direct costs, with prior approval by awarding agencies, when they are necessary for the performance of Federal programs.

49. Severance pay.

a. Severance pay, also commonly referred to as dismissal wages, is a payment in addition to regular salaries and wages, by organizations to workers whose employment is being terminated. Costs of severance pay are allowable only to the extent that in each case, it is required by (i) law, (ii) employer-employee agreement, (iii) established policy that constitutes, in effect, an implied agreement on the organization's part, or (iv) circumstances of the particular employment.

b. Costs of severance payments are divided into two categories as follows:

(1) Actual normal turnover severance payments shall be allocated to all activities; or, where the organization provides for a reserve for normal severances, such method will be acceptable if the charge to current operations is reasonable in light of payments actually made for normal severances over a representative past period, and if amounts charged are

allocated to all activities of the organization.

(2) Abnormal or mass severance pay is of such a conjectural nature that measurement of costs by means of an accrual will not achieve equity to both parties. Thus, accruals for this purpose are not allowable. However, the Federal Government recognizes its obligation to participate, to the extent of its fair share, in any specific payment. Thus, allowability will be considered on a case-by-case basis in the event or occurrence.

c. Costs incurred in certain severance pay packages (commonly known as "a golden parachute" payment) which are in an amount in excess of the normal severance pay paid by the organization to an employee upon termination of employment and are paid to the employee contingent upon a change in management control over, or ownership of, the organization's assets are unallowable.

d. Severance payments to foreign nationals employed by the organization outside the United States, to the extent that the amount exceeds the customary or prevailing practices for the organization in the United States are unallowable, unless they are necessary for the performance of Federal programs and approved by awarding agencies.

e. Severance payments to foreign nationals employed by the organization outside the United States due to the termination of the foreign national as a result of the closing of, or curtailment of activities by, the organization in that country, are unallowable, unless they are necessary for the performance of Federal programs and approved by awarding agencies.

50. Specialized service facilities.

a. The costs of services provided by highly complex or specialized facilities operated by the organization, such as electronic computers and wind tunnels, are allowable, provided the charges for the services meet the conditions of either subparagraph b or c and, in addition, take into account any items of income or Federal financing that qualify as applicable credits under subparagraph A.5 of Attachment A.

b. The costs of such services, when material, must be charged directly to applicable awards based on actual usage of the services on the basis of a schedule of rates or established methodology that (i) does not discriminate against federally-supported activities of the organization, including usage by the organization for internal purposes, and (ii) is designed to recover only the aggregate costs of the services. The costs of each service shall consist normally of both its direct costs and its allocable share of all indirect costs. Advance agreements pursuant to subparagraph A.6 of Attachment A are particularly important in this situation.

c. Where the costs incurred for a service are not material, they may be allocated as indirect costs.

51. Taxes.

a. In general, taxes which the organization is required to pay and which are paid or accrued in accordance with GAAP, and payments made to local

governments in lieu of taxes which are commensurate with the local government services received are allowable, except for (i) taxes from which exemptions are available to the organization directly or which are available to the organization based on an exemption afforded the Federal Government and in the latter case when the awarding agency makes available the necessary exemption certificates, (ii) special assessments on land which represent capital improvements, and (iii) Federal income taxes.

b. Any refund of taxes, and any payment to the organization of interest thereon, which were allowed as award costs, will be credited either as a cost reduction or cash refund, as appropriate, to the Federal Government.

52. Termination costs. Termination of awards generally give rise to the incurrence of costs, or the need for special treatment of costs, which would not have arisen had the award not been terminated. Cost principles covering these items are set forth below. They are to be used in conjunction with the other provisions of this Circular in termination situations.

a. Common items. The cost of items reasonably usable on the organization's other work shall not be allowable unless the organization submits evidence that it would not retain such items at cost without sustaining a loss. In deciding whether such items are reasonably usable on other work of the organization, the awarding agency should consider the organization's plans and orders for current and scheduled activity. Contemporaneous purchases of common items by the organization shall be regarded as evidence that such items are reasonably usable on the organization's other work. Any acceptance of common items as allocable to the terminated portion of the award shall be limited to the extent that the quantities of such items on hand, in transit, and on order are in excess of the reasonable quantitative requirements of other work.

b. Costs continuing after termination. If in a particular case, despite all reasonable efforts by the organization, certain costs cannot be discontinued immediately after the effective date of termination, such costs are generally allowable within the limitations set forth in this Circular, except that any such costs continuing after termination due to the negligent or willful failure of the organization to discontinue such costs shall be unallowable.

c. Loss of useful value. Loss of useful value of special tooling, machinery and equipment which was not charged to the award as a capital expenditure is generally allowable if:

(1) Such special tooling, machinery, or equipment is not reasonably capable of use in the other work of the organization.

(2) The interest of the Federal Government is protected by transfer of title or by other means deemed appropriate by the awarding agency;

d. Rental costs. Rental costs under unexpired leases are generally allowable where clearly shown to have been reasonably necessary for the performance of the terminated award less the residual value of such leases, if (i) the amount of such rental claimed does not exceed the

reasonable use value of the property leased for the period of the award and such further period as may be reasonable, and (ii) the organization makes all reasonable efforts to terminate, assign, settle, or otherwise reduce the cost of such lease. There also may be included the cost of alterations of such leased property, provided such alterations were necessary for the performance of the award, and of reasonable restoration required by the provisions of the lease.

e. Settlement expenses. Settlement expenses including the following are generally allowable:

(1) Accounting, legal, clerical, and similar costs reasonably necessary for:

(a) The preparation and presentation to awarding agency of settlement claims and supporting data with respect to the terminated portion of the award, unless the termination is for default (see Sec. __.61 of Circular A-110); and

(b) The termination and settlement of subawards.

(2) Reasonable costs for the storage, transportation, protection, and disposition of property provided by the Federal Government or acquired or produced for the award, except when grantees or contractors are reimbursed for disposals at a predetermined amount in accordance with Sec. __.30 through __.37 of Circular A-110.

(3) Indirect costs related to salaries and wages incurred as settlement expenses in subparagraphs (1) and (2). Normally, such indirect costs shall be limited to fringe benefits, occupancy cost, and immediate supervision.

f. Claims under subawards. Claims under subawards, including the allocable portion of claims which are common to the award, and to other work of the organization are generally allowable. An appropriate share of the organization's indirect expense may be allocated to the amount of settlements with subcontractors and/or subgrantees, provided that the amount allocated is otherwise consistent with the basic guidelines contained in Attachment A. The indirect expense so allocated shall exclude the same and similar costs claimed directly or indirectly as settlement expenses.

53. Training and education costs.

a. Costs of preparation and maintenance of a program of instruction including but not limited to on-the-job, classroom, and apprenticeship training, designed to increase the vocational effectiveness of employees, including training materials, textbooks, salaries or wages of trainees (excluding overtime compensation which might arise therefrom), and (i) salaries of the director of training and staff when the training program is conducted by the organization; or (ii) tuition and fees when the training is in an institution not operated by the organization, are allowable.

b. Costs of part-time education, at an undergraduate or post-graduate college level, including that provided at the organization's own facilities, are allowable only when the course or degree pursued is

relative to the field in which the employee is now working or may reasonably be expected to work, and are limited to:

- (1) Training materials.
- (2) Textbooks.
- (3) Fees charges by the educational institution.
- (4) Tuition charged by the educational institution or, in lieu of tuition, instructors' salaries and the related share of indirect costs of the educational institution to the extent that the sum thereof is not in excess of the tuition which would have been paid to the participating educational institution.
- (5) Salaries and related costs of instructors who are employees of the organization.
- (6) Straight-time compensation of each employee for time spent attending classes during working hours not in excess of 156 hours per year and only to the extent that circumstances do not permit the operation of classes or attendance at classes after regular working hours; otherwise, such compensation is unallowable.

c. Costs of tuition, fees, training materials, and textbooks (but not subsistence, salary, or any other emoluments) in connection with full-time education, including that provided at the organization's own facilities, at a post-graduate (but not undergraduate) college level, are allowable only when the course or degree pursued is related to the field in which the employee is now working or may reasonably be expected to work, and only where the costs receive the prior approval of the awarding agency. Such costs are limited to the costs attributable to a total period not to exceed one school year for each employee so trained. In unusual cases the period may be extended.

d. Costs of attendance of up to 16 weeks per employee per year at specialized programs specifically designed to enhance the effectiveness of executives or managers or to prepare employees for such positions are allowable. Such costs include enrollment fees, training materials, textbooks and related charges, employees' salaries, subsistence, and travel. Costs allowable under this paragraph do not include those for courses that are part of a degree-oriented curriculum, which are allowable only to the extent set forth in subparagraphs b and c.

e. Maintenance expense, and normal depreciation or fair rental, on facilities owned or leased by the organization for training purposes are allowable to the extent set forth in paragraphs 11, 27, and 46.

f. Contributions or donations to educational or training institutions, including the donation of facilities or other properties, and scholarships or fellowships, are unallowable.

g. Training and education costs in excess of those otherwise allowable under subparagraphs b and c may be allowed with prior approval of the awarding agency. To be considered for approval, the organization must demonstrate that such costs are consistently incurred pursuant to an established training and education program, and that the course or degree

pursued is relative to the field in which the employee is now working or may reasonably be expected to work.

54. Transportation costs. Transportation costs include freight, express, cartage, and postage charges relating either to goods purchased, in process, or delivered. These costs are allowable. When such costs can readily be identified with the items involved, they may be directly charged as transportation costs or added to the cost of such items (see paragraph 28). Where identification with the materials received cannot readily be made, transportation costs may be charged to the appropriate indirect cost accounts if the organization follows a consistent, equitable procedure in this respect.

55. Travel costs.

a. Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the organization. Travel costs are allowable subject to subparagraphs b through e, when they are directly attributable to specific work under an award or are incurred in the normal course of administration of the organization.

b. Such costs may be charged on an actual basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used results in charges consistent with those normally allowed by the organization in its regular operations.

c. The difference in cost between first-class air accommodations and less than first-class air accommodations is unallowable except when less than first-class air accommodations are not reasonably available to meet necessary mission requirements, such as where less than first-class accommodations would (i) require circuitous routing, (ii) require travel during unreasonable hours, (iii) greatly increase the duration of the flight, (iv) result in additional costs which would offset the transportation savings, or (v) offer accommodations which are not reasonably adequate for the medical needs of the traveler.

d. Necessary and reasonable costs of family movements and personnel movements of a special or mass nature are allowable, pursuant to paragraphs 44 and 45, subject to allocation on the basis of work or time period benefited when appropriate. Advance agreements are particularly important.

e. Direct charges for foreign travel costs are allowable only when the travel has received prior approval of the awarding agency. Each separate foreign trip must be approved. For purposes of this provision, foreign travel is defined as any travel outside of Canada and the United States and its territories and possessions. However, for an organization located in foreign countries, the term "foreign travel" means travel outside that country.

56. Trustees. Travel and subsistence costs of trustees (or directors) are allowable. The costs are subject to restrictions regarding lodging, subsistence and air travel costs provided in paragraph 55.

ATTACHMENT C

Circular No. A-122

NON-PROFIT ORGANIZATIONS NOT SUBJECT TO THIS CIRCULAR

Aerospace Corporation, El Segundo, California

Argonne National Laboratory, Chicago, Illinois

Atomic Casualty Commission, Washington, D.C.

Battelle Memorial Institute, Headquartered in Columbus, Ohio

Brookhaven National Laboratory, Upton, New York

Charles Stark Draper Laboratory, Incorporated, Cambridge, Massachusetts

Environmental Institute of Michigan, Ann Arbor, Michigan

Hanford Environmental Health Foundation, Richland, Washington

IIT Research Institute, Chicago, Illinois

Institute for Defense Analysis, Alexandria, Virginia

Mitre Corporation, Bedford, Massachusetts

National Radiological Astronomy Observatory, Green Bank, West Virginia

National Renewable Energy Laboratory, Golden, Colorado

Oak Ridge Associated Universities, Oak Ridge, Tennessee

Rand Corporation, Santa Monica, California

Research Triangle Institute, Research Triangle Park, North Carolina

Riverside Research Institute, New York, New York

Southern Research Institute, Birmingham, Alabama

Southwest Research Institute, San Antonio, Texas

SRI International, Menlo Park, California

Syracuse Research Corporation, Syracuse, New York

Universities Research Association, Incorporated (National Acceleration Lab), Argonne, Illinois

Non-profit insurance companies, such as Blue Cross and Blue Shield Organizations

Other non-profit organizations as negotiated with awarding agencies

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EXHIBIT C-3

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EXHIBIT C-4

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EXHIBIT C-5

GROUP HOME BUDGET

EXHIBIT D

**EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY
AGREEMENT**

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT
AND CONFIDENTIALITY AGREEMENT**

GENERAL INFORMATION

Your employer, _____, has entered into a contract with the County of Los Angeles to provide various services to the County. Therefore, your signature is required on this employee acknowledgment and confidentiality agreement.

EMPLOYEE ACKNOWLEDGMENT

I understand that _____, is my sole employer for purposes of this employment.

I rely exclusively upon _____, for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County for any purposes and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer, _____ and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT

As an employee of _____, you may be involved with work pertaining to County services and if so, you may have access to confidential data pertaining to persons and/or other entities who receive services from the County of Los Angeles. The County of Los Angeles has a legal obligation to protect all confidential data, especially data concerning welfare recipient records. If you are to be involved in County work, the County must ensure that you, too, will protect the confidentiality of all data. Consequently, you must sign this confidentiality agreement as a condition of your work to be provided to the County. Please read the agreement and take due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person data obtained while performing work pursuant to the contract between _____ and the County of Los Angeles.

I agree to forward all requests for the release of information received by me to my immediate supervisor.

I agree to report any and all violations of the above by any other person and/or by myself to my immediate supervisor and I agree to ensure that said supervisor reports such violation to the County of Los Angeles Department of Children and Family Services.

I acknowledge that violation of this agreement and acknowledgment may subject me to civil and/or criminal action and that the County of Los Angeles will seek all possible legal redress.

Employee's Signature: _____ Date: _____

Employee's Printed Position/Title: _____

EXHIBIT E

SEMI-ANNUAL EXPENDITURE REPORT

Group Home Semi-Annual Expenditure Report
 (For Los Angeles County DCFS and Probation Children Only)

Agency:
 Address:
 Contract Person:
 Phone #:
 Contract Number:

Report Period:
 Number of L.A. County Children:
 Number of Group Homes Operated:
 Number of L.A. County Child Care Days in Period:
 RCL:

REVENUE AND EXPENDITURE SUMMARY		
	Total for 6 Months	Year-To-Date
A. <u>Total AFDC-FC Revenues</u> (L.A. Co. Children Only)	\$	\$
B. <u>Allowable Contract Expenditures</u> (Allocate for L.A. Co. Children Only for These 15 Contract Expenditure Items per the Agreement, Section 8.2. Except for Allocating, use the SR 3 Instructions in Exhibit U.)		
1. Child Care & Supervision		
2. Social Work Activity		
3. Food		
4. Shelter Costs – Building Rent and Leases		
5. Shelter Costs – Approved by Attorney General Self-Dealing Transactions Affiliated Leases		
6. Building & Equipment		
7. Utilities		
8. Vehicles & Travel		
9. Child-Related		
10. Executive Director Salary		
11. Assistant Executive Director Salary		
12. Administrator Salary		
13. All Other Administrative Salaries		
14. Financial Audit Costs		
15. Administration (Minus Admin. Salaries and Financial Audit Costs)		
Total Allowable Contract Expenditures	\$	\$
C. <u>Total Un-Expended AFDC-FC Funds from Current Agreement</u> (Total AFDC-FC Revenues received from COUNTY less Total Allowable Contract Expenditures) [See Agreement, Section 8.6]	\$	\$
D. <u>Total Unexpended AFDC-FC Funds Received from COUNTY under Previous GH Contracts</u>		\$
E. <u>Total Accumulated Unexpended AFDC-FC Funds</u> (Add Un-Expended funds from current Agreement and unexpended funds from previous COUNTY GH contracts)		\$

I hereby certify to the best of my knowledge, under penalty of perjury, that the above report is true and correct, that the amounts reported are traceable to Agency accounting records, and that all AFDC-FC monies received for the purposes of this program were spent in accordance with the contract program requirements, the agreement and all applicable Federal, State and County laws and regulations. Falsification of any amount disclosed herein shall constitute a false claim pursuant to California Government Code Section 12650 et seq.

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Executive Director's Signature

Date

EXHIBIT F

HEALTH AND SAFETY CODE 1522 AND 11590

HEALTH AND SAFETY CODE SECTION 1522 - 1522.01

1522. The Legislature recognizes the need to generate timely and accurate positive fingerprint identification of applicants as a condition of issuing licenses, permits, or certificates of approval for persons to operate or provide direct care services in a community care facility, foster family home, or a certified family home of a licensed foster family agency. Therefore, the Legislature supports the use of the fingerprint live-scan technology, as identified in the long-range plan of the Department of Justice for fully automating the processing of fingerprints and other data by the year 1999, otherwise known as the California Crime Information Intelligence System (CAL-CII), to be used for applicant fingerprints. It is the intent of the Legislature in enacting this section to require the fingerprints of those individuals whose contact with community care clients may pose a risk to the clients' health and safety.

(a) (1) Before issuing a license or special permit to any person or persons to operate or manage a community care facility, the State Department of Social Services shall secure from an appropriate law enforcement agency a criminal record to determine whether the applicant or any other person specified in subdivision (b) has ever been convicted of a crime other than a minor traffic violation or arrested for any crime specified in Section 290 of the Penal Code, for violating Section 245 or 273.5, subdivision (b) of Section 273a or, prior to January 1, 1994, paragraph (2) of Section 273a of the Penal Code, or for any crime for which the department cannot grant an exemption if the person was convicted and the person has not been exonerated.

(2) The criminal history information shall include the full criminal record, if any, of those persons, and subsequent arrest information pursuant to Section 11105.2 of the Penal Code.

(3) No fee shall be charged by the Department of Justice or the State Department of Social Services for the fingerprinting of an applicant for a license or special permit to operate a facility providing nonmedical board, room, and care for six or less children or for obtaining a criminal record of the applicant pursuant to this section.

(4) The following shall apply to the criminal record information:

(A) If the State Department of Social Services finds that the applicant, or any other person specified in subdivision (b), has been convicted of a crime other than a minor traffic violation, the application shall be denied, unless the director grants an exemption pursuant to subdivision (g).

(B) If the State Department of Social Services finds that the applicant, or any other person specified in subdivision (b) is awaiting trial for a crime other than a minor traffic violation, the State Department of Social Services may cease processing the application until the conclusion of the trial.

(C) If no criminal record information has been recorded, the Department of Justice shall provide the applicant and the State Department of Social Services with a statement of that fact.

(D) If the State Department of Social Services finds after licensure that the licensee, or any other person specified in paragraph (2) of subdivision (b), has been convicted of a crime other than a minor traffic violation, the license may be revoked, unless the director grants an exemption pursuant to subdivision (g).

(E) An applicant and any other person specified in subdivision (b) shall submit a second set of fingerprints to the Department of Justice for the purpose of searching the criminal records of the Federal Bureau of Investigation, in addition to the criminal records search required by this subdivision. If an applicant and all other persons described in subdivision (b) meet all of the conditions for licensure, except receipt of the Federal Bureau of Investigation's criminal history information for the applicant or any of the persons described in subdivision (b), the department may issue a license if the applicant and each person described in subdivision (b) has signed and submitted a statement that he or she has never been convicted of a crime in the United States, other than a traffic infraction, as defined in paragraph (1) of subdivision (a) of Section 42001 of the Vehicle Code. If, after licensure, the department determines that the licensee or any other person specified in subdivision (b) has a criminal record, the license may be revoked pursuant to Section 1550. The department may also suspend the license pending an administrative hearing pursuant to Section 1550.5.

(b) (1) In addition to the applicant, this section shall be applicable to criminal convictions of the following persons:

(A) Adults responsible for administration or direct supervision of staff.

(B) Any person, other than a client, residing in the facility.

(C) Any person who provides client assistance in dressing, grooming, bathing, or personal hygiene. Any nurse assistant or home health aide meeting the requirements of Section 1338.5 or 1736.6, respectively, who is not employed, retained, or contracted by the licensee, and who has been certified or recertified on or after July 1, 1998, shall be deemed to meet the criminal record clearance requirements of this section. A certified nurse assistant and certified home health aide who will be providing client assistance and who falls under this exemption shall provide one copy of his or her current certification, prior to providing care, to the community care facility. The facility shall maintain the copy of the certification on file as long as care is being provided by the certified nurse assistant or certified home health aide at the facility. Nothing in this paragraph restricts the right of the department to exclude a certified nurse assistant or certified home health aide from a licensed community care facility pursuant to Section 1558.

(D) Any staff person, volunteer, or employee who has contact with the clients.

(E) If the applicant is a firm, partnership, association, or corporation, the chief executive officer or other person serving in like capacity.

(F) Additional officers of the governing body of the applicant, or other persons with a financial interest in the applicant, as determined necessary by the department by regulation. The criteria used in the development of these regulations shall be based on the person's capability to exercise substantial influence over the operation of the facility.

(2) The following persons are exempt from the requirements applicable under paragraph (1).

(A) A medical professional as defined in department regulations who holds a valid license or certification from the person's governing California medical care regulatory entity and who is not employed, retained, or contracted by the licensee if all of the following apply: (i) The criminal record of the person has been cleared as a condition of licensure or certification by the person's governing California medical care regulatory entity. (ii) The person is providing time-limited specialized clinical care or services. (iii)

The person is providing care or services within the person's scope of practice. (iv) The person is not a community care facility licensee or an employee of the facility.

(B) A third-party repair person or similar retained contractor if all of the following apply:

(i) The person is hired for a defined, time-limited job. (ii) The person is not left alone with clients. (iii) When clients are present in the room in which the repairperson or contractor is working, a staff person who has a criminal record clearance or exemption is also present.

(C) Employees of a licensed home health agency and other members of licensed hospice interdisciplinary teams who have a contract with a client or resident of the facility and are in the facility at the request of that client or resident's legal decision maker. The exemption shall not apply to a person who is a community care facility licensee or an employee of the facility.

(D) Clergy and other spiritual caregivers who are performing services in common areas of the community care facility or who are advising an individual client at the request of, or with the permission of, the client or legal decision maker, are exempt from fingerprint and criminal background check requirements imposed by community care licensing.

This exemption shall not apply to a person who is a community care licensee or employee of the facility.

(E) Members of fraternal, service, or similar organizations who conduct group activities for clients if all of the following apply: (i) Members are not left alone with clients. (ii)

Members do not transport clients off the facility premises. (iii) The same organization does not conduct group activities for clients more often than defined by the department's regulations.

(3) In addition to the exemptions in paragraph (2), the following persons in foster family homes, certified family homes, and small family homes are exempt from the requirements applicable under paragraph (1): (A) Adult friends and family of the licensee who come into the home to visit for a length of time no longer than defined by the department in regulations, provided that the adult friends and family of the licensee are not left alone with the foster children. (B) Parents of a foster child's friends when the foster child is visiting the friend's home and the friend, foster parent, or both are also present.

(4) In addition to the exemptions specified in paragraph (2), the following persons in adult day care and adult day support centers are exempt from the requirements applicable under paragraph (1): (A) Unless contraindicated by the client's individualized program plan (IPP) or needs and service plan, a spouse, significant other, relative, or close friend of a client, or an attendant or a facilitator for a client with a developmental disability if the attendant or facilitator is not employed, retained, or contracted by the licensee. This exemption applies only if the person is visiting the client or providing direct care and supervision to the client. (B) A volunteer if all of the following applies: (i) The volunteer is supervised by the licensee or a facility employee with a criminal record clearance or exemption. (ii) The volunteer is never left alone with clients. (iii) The volunteer does not provide any client assistance with dressing, grooming, bathing, or personal hygiene other than washing of hands.

(5) (A) In addition to the exemptions specified in paragraph (2), the following persons in adult residential and social rehabilitation facilities, unless contraindicated by the client's individualized program plan (IPP) or needs and services plan, are exempt from the

requirements applicable under paragraph (1): a spouse, significant other, relative, or close friend of a client, or an attendant or a facilitator for a client with a developmental disability if the attendant or facilitator is not employed, retained, or contracted by the licensee. This exemption applies only if the person is visiting the client or providing direct care and supervision to that client.

(B) Nothing in this subdivision shall prevent a licensee from requiring a criminal record clearance of any individual exempt from the requirements of this section, provided that the individual has client contact.

(6) Any person similar to those described in this subdivision, as defined by the department in regulations.

(c) (1) Subsequent to initial licensure, any person specified in subdivision (b) and not exempted from fingerprinting shall, as a condition to employment, residence, or presence in a community care facility, be fingerprinted and sign a declaration under penalty of perjury regarding any prior criminal convictions. The licensee shall submit these fingerprints to the Department of Justice, along with a second set of fingerprints for the purpose of searching the records of the Federal Bureau of Investigation, or to comply with paragraph (1) of subdivision (h), prior to the person's employment, residence, or initial presence in the community care facility. These fingerprints shall be on a card provided by the State Department of Social Services or sent by electronic transmission in a manner approved by the State Department of Social Services and the Department of Justice for the purpose of obtaining a permanent set of fingerprints, and shall be submitted to the Department of Justice by the licensee. A licensee's failure to submit fingerprints to the Department of Justice or to comply with paragraph (1) of subdivision (h), as required in this section, shall result in the citation of a deficiency and the immediate assessment of civil penalties in the amount of one hundred dollars (\$100) per violation. The department may assess civil penalties for continued violations as permitted by Section 1548. The fingerprints shall then be submitted to the State Department of Social Services for processing. Upon request of the licensee, who shall enclose a self-addressed stamped postcard for this purpose, the Department of Justice shall verify receipt of the fingerprints.

(2) Within 14 calendar days of the receipt of the fingerprints, the Department of Justice shall notify the State Department of Social Services of the criminal record information, as provided for in subdivision (a). If no criminal record information has been recorded, the Department of Justice shall provide the licensee and the State Department of Social Services with a statement of that fact within 14 calendar days of receipt of the fingerprints. Documentation of the individual's clearance or exemption shall be maintained by the licensee and be available for inspection. If new fingerprints are required for processing, the Department of Justice shall, within 14 calendar days from the date of receipt of the fingerprints, notify the licensee that the fingerprints were illegible. When live-scan technology is operational, as defined in Section 1522.04, the Department of Justice shall notify the State Department of Social Services, as required by that section, and shall also notify the licensee by mail, within 14 days of electronic transmission of the fingerprints to the Department of Justice, if the person has no criminal history recorded. A violation of the regulations adopted pursuant to Section 1522.04 shall result in the citation of a deficiency and an immediate assessment of civil

penalties in the amount of one hundred dollars (\$100) per violation. The department may assess civil penalties for continued violations as permitted by Section 1548.

(3) Except for persons specified in paragraph (2) of subdivision (b), the licensee shall endeavor to ascertain the previous employment history of persons required to be fingerprinted under this subdivision. If it is determined by the State Department of Social Services, on the basis of the fingerprints submitted to the Department of Justice, that the person has been convicted of, or is awaiting trial for, a sex offense against a minor, or has been convicted for an offense specified in Section 243.4, 273a, 273d, 273g, or 368 of the Penal Code, or a felony, the State Department of Social Services shall notify the licensee to act immediately to terminate the person's employment, remove the person from the community care facility, or bar the person from entering the community care facility. The State Department of Social Services may subsequently grant an exemption pursuant to subdivision (g). If the conviction or arrest was for another crime, except a minor traffic violation, the licensee shall, upon notification by the State Department of Social Services, act immediately to either (1) terminate the person's employment, remove the person from the community care facility, or bar the person from entering the community care facility; or (2) seek an exemption pursuant to subdivision (g). The State Department of Social Services shall determine if the person shall be allowed to remain in the facility until a decision on the exemption is rendered. A licensee's failure to comply with the department's prohibition of employment, contact with clients, or presence in the facility as required by this paragraph shall be grounds for disciplining the licensee pursuant to Section 1550.

(4) The department may issue an exemption on its own motion pursuant to subdivision (g) if the person's criminal history indicates that the person is of good character based on the age, seriousness, and frequency of the conviction or convictions. The department, in consultation with interested parties, shall develop regulations to establish the criteria to grant an exemption pursuant to this paragraph.

(5) Concurrently with notifying the licensee pursuant to paragraph (3), the department shall notify the affected individual of his or her right to seek an exemption pursuant to subdivision (g). The individual may seek an exemption only if the licensee terminates the person's employment or removes the person from the facility after receiving notice from the department pursuant to paragraph (3).

(d) (1) Before issuing a license, special permit, or certificate of approval to any person or persons to operate or manage a foster family home or certified family home as described in Section 1506, the State Department of Social Services or other approving authority shall secure from an appropriate law enforcement agency a criminal record to determine whether the applicant or any person specified in subdivision (b) has ever been convicted of a crime other than a minor traffic violation or arrested for any crime specified in Section 290 of the Penal Code, for violating Section 245 or 273.5, subdivision (b) of Section 273a or, prior to January 1, 1994, paragraph (2) of Section 273a of the Penal Code, or for any crime for which the department cannot grant an exemption if the person was convicted and the person has not been exonerated.

(2) The criminal history information shall include the full criminal record, if any, of those persons.

(3) No fee shall be charged by the Department of Justice or the State Department of Social Services for the fingerprinting of an applicant for a license, special permit, or

certificate of approval described in this subdivision. The record, if any, shall be taken into consideration when evaluating a prospective applicant.

(4) The following shall apply to the criminal record information: (A) If the applicant or other persons specified in subdivision (b) have convictions that would make the applicant's home unfit as a foster family home or a certified family home, the license, special permit, or certificate of approval shall be denied. (B) If the State Department of Social Services finds that the applicant, or any person specified in subdivision (b) is awaiting trial for a crime other than a minor traffic violation, the State Department of Social Services or other approving authority may cease processing the application until the conclusion of the trial. (C) For the purposes of this subdivision, a criminal record clearance provided under Section 8712 of the Family Code may be used by the department or other approving agency. (D) An applicant for a foster family home license or for certification as a family home, and any other person specified in subdivision (b), shall submit a set of fingerprints to the Department of Justice for the purpose of searching the criminal records of the Federal Bureau of Investigation, in addition to the criminal records search required by subdivision (a). If an applicant meets all other conditions for licensure, except receipt of the Federal Bureau of Investigation's criminal history information for the applicant and all persons described in subdivision (b), the department may issue a license, or the foster family agency may issue a certificate of approval, if the applicant, and each person described in subdivision (b), has signed and submitted a statement that he or she has never been convicted of a crime in the United States, other than a traffic infraction, as defined in paragraph (1) of subdivision (a) of Section 42001 of the Vehicle Code. If, after licensure or certification, the department determines that the licensee, certified foster parent, or any person specified in subdivision (b) has a criminal record, the license may be revoked pursuant to Section 1550 and the certificate of approval revoked pursuant to subdivision (b) of Section 1534. The department may also suspend the license pending an administrative hearing pursuant to Section 1550.5.

(5) Any person specified in this subdivision shall, as a part of the application, be fingerprinted and sign a declaration under penalty of perjury regarding any prior criminal convictions or arrests for any crime against a child, spousal or cohabitant abuse or, any crime for which the department cannot grant an exemption if the person was convicted and shall submit these fingerprints to the licensing agency or other approving authority.

(6) (A) The foster family agency shall obtain fingerprints from certified home applicants and from persons specified in subdivision (b) and shall submit them directly to the Department of Justice or send them by electronic transmission in a manner approved by the State Department of Social Services. A foster family home licensee or foster family agency shall submit these fingerprints to the Department of Justice, along with a second set of fingerprints for the purpose of searching the records of the Federal Bureau of Investigation or to comply with paragraph (1) of subdivision (b) prior to the person's employment, residence, or initial presence. A licensee's failure to submit fingerprints to the Department of Justice, or comply with paragraph (1) of subdivision (h), as required in this section, shall result in a citation of a deficiency, and the immediate civil penalties of one hundred dollars (\$100) per violation. The State Department of Social Services may assess penalties for continued violations, as permitted by Section 1548. The

fingerprints shall then be submitted to the State Department of Social Services for processing.

(B) Upon request of the licensee, who shall enclose a self-addressed envelope for this purpose, the Department of Justice shall verify receipt of the fingerprints. Within five working days of the receipt of the criminal record or information regarding criminal convictions from the Department of Justice, the department shall notify the applicant of any criminal arrests or convictions. If no arrests or convictions are recorded, the Department of Justice shall provide the foster family home licensee or the foster family agency with a statement of that fact concurrent with providing the information to the State Department of Social Services.

(7) If the State Department of Social Services finds that the applicant, or any other person specified in subdivision (b), has been convicted of a crime other than a minor traffic violation, the application shall be denied, unless the director grants an exemption pursuant to subdivision (g).

(8) If the State Department of Social Services finds after licensure or the granting of the certificate of approval that the licensee, certified foster parent, or any other person specified in paragraph (2) of subdivision (b), has been convicted of a crime other than a minor traffic violation, the license or certificate of approval may be revoked by the department or the foster family agency, whichever is applicable, unless the director grants an exemption pursuant to subdivision (g). A licensee's failure to comply with the department's prohibition of employment, contact with clients, or presence in the facility as required by paragraph (3) of subdivision (c) shall be grounds for disciplining the licensee pursuant to Section 1550.

(e) The State Department of Social Services shall not use a record of arrest to deny, revoke, or terminate any application, license, employment, or residence unless the department investigates the incident and secures evidence, whether or not related to the incident of arrest, that is admissible in an administrative hearing to establish conduct by the person that may pose a risk to the health and safety of any person who is or may become a client. The State Department of Social Services is authorized to obtain any arrest or conviction records or reports from any law enforcement agency as necessary to the performance of its duties to inspect, license, and investigate community care facilities and individuals associated with a community care facility.

(f) (1) For purposes of this section or any other provision of this chapter, a conviction means a plea or verdict of guilty or a conviction following a plea of nolo contendere. Any action which the State Department of Social Services is permitted to take following the establishment of a conviction may be taken when the time for appeal has elapsed, or the judgment of conviction has been affirmed on appeal or when an order granting probation is made suspending the imposition of sentence, notwithstanding a subsequent order pursuant to Sections 1203.4 and 1203.4a of the Penal Code permitting the person to withdraw his or her plea of guilty and to enter a plea of not guilty, or setting aside the verdict of guilty, or dismissing the accusation, information, or indictment. For purposes of this section or any other provision of this chapter, the record of a conviction, or a copy thereof certified by the clerk of the court or by a judge of the court in which the conviction occurred, shall be conclusive evidence of the conviction. For purposes of this section or any other provision of this chapter, the arrest disposition report certified by the Department of Justice, or documents admissible in a criminal

action pursuant to Section 969b of the Penal Code, shall be prima facie evidence of the conviction, notwithstanding any other provision of law prohibiting the admission of these documents in a civil or administrative action.

(2) For purposes of this section or any other provision of this chapter, the department shall consider criminal convictions from another state or federal court as if the criminal offense was committed in this state.

(g) (1) After review of the record, the director may grant an exemption from disqualification for a license or special permit as specified in paragraphs (1) and (4) of subdivision (a), or for a license, special permit, or certificate of approval as specified in paragraphs (4) and (5) of subdivision (d), or for employment, residence, or presence in a community care facility as specified in paragraphs (3), (4), and (5) of subdivision (c), if the director has substantial and convincing evidence to support a reasonable belief that the applicant and the person convicted of the crime, if other than the applicant, are of such good character as to justify issuance of the license or special permit or granting an exemption for purposes of subdivision (c). Except as otherwise provided in this subdivision, no exemption shall be granted pursuant to this subdivision if the conviction was for any of the following offenses: (A) (i) An offense specified in Section 220, 243.4, or 264.1, subdivision (a) of Section 273a or, prior to January 1, 1994, paragraph (1) of Section 273a, Section 273d, 288, or 289, subdivision (a) of Section 290, or Section 368 of the Penal Code, or was a conviction of another crime against an individual specified in subdivision (c) of Section 667.5 of the Penal Code. (ii) Notwithstanding clause (i), the director may grant an exemption regarding the conviction for an offense described in paragraph (1), (2), (7), or (8) of subdivision (c) of Section 667.5 of the Penal Code, if the employee or prospective employee has been rehabilitated as provided in Section 4852.03 of the Penal Code, has maintained the conduct required in Section 4852.05 of the Penal Code for at least 10 years, and has the recommendation of the district attorney representing the employee's county of residence, or if the employee or prospective employee has received a certificate of rehabilitation pursuant to Chapter 3.5 (commencing with Section 4852.01) of Title 6 of Part 3 of the Penal Code. (B) A felony offense specified in Section 729 of the Business and Professions Code or Section 206 or 215, subdivision (a) of Section 347, subdivision (b) of Section 417, or subdivision (a) of Section 451 of the Penal Code. (2) The department shall not prohibit a person from being employed or having contact with clients in a facility on the basis of a denied criminal record exemption request or arrest information unless the department complies with the requirements of Section 1558.

(h) (1) For purposes of compliance with this section, the department may permit an individual to transfer a current criminal record clearance, as defined in subdivision (a), from one facility to another, as long as the criminal record clearance has been processed through a state licensing district office, and is being transferred to another facility licensed by a state licensing district office. The request shall be in writing to the State Department of Social Services, and shall include a copy of the person's driver's license or valid identification card issued by the Department of Motor Vehicles, or a valid photo identification issued by another state or the United States government if the person is not a California resident. Upon request of the licensee, who shall enclose a self-addressed envelope for this purpose, the State Department of Social Services shall verify whether the individual has a clearance that can be transferred. (2) The State

Department of Social Services shall hold criminal record clearances in its active files for a minimum of two years after an employee is no longer employed at a licensed facility in order for the criminal record clearance to be transferred.

(i) The full criminal record obtained for purposes of this section may be used by the department or by a licensed adoption agency as a clearance required for adoption purposes.

(j) If a licensee or facility is required by law to deny employment or to terminate employment of any employee based on written notification from the state department that the employee has a prior criminal conviction or is determined unsuitable for employment under Section 1558, the licensee or facility shall not incur civil liability or unemployment insurance liability as a result of that denial or termination.

(k) (1) The Department of Justice shall coordinate with the State Department of Social Services to establish and implement an automated live-scan processing system for fingerprints in the district offices of the Community Care Licensing Division of the State Department of Social Services by July 1, 1999. These live-scan processing units shall be connected to the main system at the Department of Justice by July 1, 1999, and shall become part of that department's pilot project in accordance with its long-range plan. The State Department of Social Services may charge a fee for the costs of processing a set of live-scan fingerprints. (2) The Department of Justice shall provide a report to the Senate and Assembly fiscal committees, the Assembly Human Services Committee, and to the Senate Health and Human Services Committee by April 15, 1999, regarding the completion of backlogged criminal record clearance requests for all facilities licensed by the State Department of Social Services and the progress on implementing the automated live-scan processing system in the two district offices pursuant to paragraph (1).

(l) Amendments to this section made in the 1999 portion of the 1999-2000 Regular Session shall be implemented commencing 60 days after the effective date of the act amending this section in the 1999 portion of the 1999-2000 Regular Session, except that those provisions for the submission of fingerprints for searching the records of the Federal Bureau of Investigation shall be implemented 90 days after the effective date of that act. 1522.01.

(a) Any person required to be registered as a sex offender under Section 290 of the Penal Code shall disclose this fact to the licensee of a community care facility before becoming a client of that facility. A community care facility client who fails to disclose to the licensee his or her status as a registered sex offender shall be guilty of a misdemeanor punishable pursuant to subdivision (a) of Section 1540. The community care facility licensee shall not be liable if the client who is required to register as a sex offender fails to disclose this fact to the community care facility licensee. However, this immunity does not apply if the community care facility licensee knew that the client is required to register as a sex offender.

(b) Any person or persons operating a community care facility pursuant to this chapter that accepts as a client an individual who is required to be registered as a sex offender under Section 290 of the Penal Code, shall confirm or deny whether any client of the facility is a registered sex offender in response to any person who inquires whether any client of the facility is a registered sex offender and who meets any of the following criteria: (1) The person is the parent, family member, or guardian of a child residing

within a one-mile radius of the facility. (2) The person occupies a personal residence within a one-mile radius of the facility. (3) The person operates a business within a one-mile radius of the facility. (4) The person is currently a client within the facility or a family member of a client within the facility. (5) The person is applying for placement in the facility, or placement of a family member in the facility. (6) The person is arranging for a client to be placed in the facility. (7) The person is a law enforcement officer. If the community care facility licensee indicates a client is a registered sex offender, the interested person may describe physical characteristics of a client and the facility shall disclose that client's name upon request, if the physical description matches the client. The facility shall also provide the requesting party with the 900 telephone number maintained by the Department of Justice pursuant to Section 290.4 of the Penal Code.

(c) Any person who uses information disclosed pursuant to this section to commit a felony shall be punished, in addition and consecutive to, any other punishment, by a five-year term of imprisonment in the state prison.

(d) Any person who uses information disclosed pursuant to this section to commit a misdemeanor shall be subject to, in addition to any other penalty or fine imposed, a fine of not less than five hundred dollars (\$500) and not more than one thousand dollars (\$1,000).

(e) Except as authorized under another provision of law, or to protect a child, use of any of the information disclosed pursuant to this section for the purpose of applying for, obtaining, or denying any of the following, is prohibited: (1) Health insurance. (2) Insurance. (3) Loans. (4) Credit. (5) Employment. (6) Education, scholarships, or fellowships. (7) Benefits, privileges, or services provided by any business establishment. (8) Housing or accommodations.

(f) Any use of information disclosed pursuant to this section for purposes other than those provided by subdivisions (a) and (b) shall make the user liable for the actual damages, and any amount that may be determined by a jury or a court sitting without a jury, not exceeding three times the amount of actual damage, and not less than two hundred fifty dollars (\$250), and attorney's fees, exemplary damages, or a civil penalty not exceeding twenty-five thousand dollars (\$25,000).

(g) Whenever there is reasonable cause to believe that any person or group of persons is engaged in a pattern or practice of misuse of the information disclosed pursuant to this section, the Attorney General, any district attorney, or city attorney, or any person aggrieved by the misuse of that information is authorized to bring a civil action in the appropriate court requesting preventive relief, including an application for a permanent or temporary injunction, restraining order, or other order against the person or group of persons responsible for the pattern or practice of misuse. The foregoing remedies shall be independent of any other remedies or procedures that may be available to an aggrieved party under other provisions of law, including Part 2 (commencing with Section 43) of Division 1 of the Civil Code.

(h) The civil and criminal penalty money collected pursuant to this section shall be transferred to the Community Care Licensing Division of the State Department of Social Services, upon appropriation by the Legislature.

HEALTH AND SAFETY CODE
SECTION 11590-11595

11590. (a) Except as provided in subdivisions (c) and (d), any person who is convicted in the State of California of any offense defined in Section 11350, 11351, 11351.5, 11352, 11353, 11353.5, 11353.7, 11354, 11355, 11357, 11358, 11359, 11360, 11361, 11363, 11366, 11366.5, 11366.6, 11368, 11378, 11378.5, 11379, 11379.5, 11379.6, 11380, 11380.5, 11383, or 11550, or subdivision (a) of Section 11377, or any person who is discharged or paroled from a penal institution where he or she was confined because of the commission of any such offense, or any person who is convicted in any other state of any offense which, if committed or attempted in this state, would have been punishable as one or more of the above-mentioned offenses, shall within 30 days of his or her coming into any county or city, or city and county in which he or she resides or is temporarily domiciled for that length of time, register with the chief of police of the city in which he or she resides or the sheriff of the county if he or she resides in an unincorporated area.

For persons convicted of an offense defined in Section 11377, 11378, 11379, or 11380, this subdivision shall apply only to offenses involving controlled substances specified in paragraph (12) of subdivision (d) of Section 11054 and paragraph (2) of subdivision (d) of Section 11055, and to analogs of these substances, as defined in Section 11401. For persons convicted of an offense defined in Section 11379 or 11379.5, this subdivision shall not apply if the conviction was for transporting, offering to transport, or attempting to transport a controlled substance.

(b) Any person who is convicted in any federal court of any offense which, if committed or attempted in this state would have been punishable as one or more of the offenses enumerated in subdivision (a) shall within 30 days of his or her coming into any county or city, or city and county in which he or she resides or is temporarily domiciled for that length of time, register with the chief of police of the city in which he or she resides or the sheriff of the county if he or she resides in an unincorporated area.

(c) This section does not apply to a conviction of a misdemeanor under Section 11357, 11360, or 11377.

(d) The registration requirements imposed by this section for the conviction of offenses defined in Section 11353.7, 11366.5, 11366.6, 11377, 11378, 11378.5, 11379, 11379.5, 11379.6, 11380, 11380.5, or 11383, shall apply to any person who commits any of those offenses on and after January 1, 1990.

11590. (a) Except as provided in subdivisions (c) and (d), any person who is convicted in the State of California of any offense defined in Section 11350, 11351, 11351.5, 11352, 11353, 11353.5, 11353.7, 11354, 11355, 11357, 11358, 11359, 11360, 11361, 11363, 11366, 11366.5, 11366.6, 11368, 11370.1, 11378, 11378.5, 11379, 11379.5, 11379.6, 11380, 11380.5, 11383, or 11550, or subdivision (a) of Section 11377, or any person who is discharged or paroled from a penal institution where he or she was confined because of the commission of any such offense, or any person who is convicted in any other state of any offense which, if committed or attempted in this state, would have been punishable as one or more of the above-mentioned offenses, shall within 30 days of his or her coming into any county or city, or city and county in

which he or she resides or is temporarily domiciled for that length of time, register with the chief of police of the city in which he or she resides or the sheriff of the county if he or she resides in an unincorporated area.

For persons convicted of an offense defined in Section 11377, 11378, 11379, or 11380, this subdivision shall apply only to offenses involving controlled substances specified in paragraph (12) of subdivision (d) of Section 11054 and paragraph (2) of subdivision (d) of Section 11055, and to analogs of these substances, as defined in Section 11401. For persons convicted of an offense defined in Section 11379 or 11379.5, this subdivision shall not apply if the conviction was for transporting, offering to transport, or attempting to transport a controlled substance.

(b) Any person who is convicted in any federal court of any offense which, if committed or attempted in this state would have been punishable as one or more of the offenses enumerated in subdivision (a) shall, within 30 days of his or her coming into any county or city, or city and county, in which he or she resides or is temporarily domiciled for that length of time, register with the chief of police of the city in which he or she resides or the sheriff of the county if he or she resides in an unincorporated area.

(c) This section does not apply to a conviction of a misdemeanor under Section 11357, 11360, or 11377.

(d) The registration requirements imposed by this section for the conviction of offenses defined in Section 11353.7, 11366.5, 11366.6, 11370.1, 11377, 11378, 11378.5, 11379, 11379.5, 11379.6, 11380, 11380.5, or 11383, shall apply to any person who commits any of those offenses on and after January 1, 1990.

11591. Every sheriff or chief of police, upon the arrest for any of the controlled substance offenses enumerated in Section 11590, or Section 11364, insofar as that section relates to paragraph (12) of subdivision (d) of Section 11054, of any school employee, shall do either of the following:

(1) If such school employee is a teacher in any of the public schools of this state, he or she shall immediately notify by telephone the superintendent of schools of the school district employing such teacher and shall immediately give written notice of the arrest to the Commission for Teacher Preparation and Licensing and to the superintendent of schools in the county wherein such person is employed. Upon receipt of such notice, the county superintendent of schools shall immediately notify the governing board of the school district employing such person.

(2) If such school employee is a non-teacher in any of the public schools of this state, he or she shall immediately notify by telephone the superintendent of schools of the school district employing such non-teacher and shall immediately give written notice of the arrest to the governing board of the school district employing such person.

(3) If such school employee is a teacher in any private school of this state, he or she shall immediately notify by telephone the private school authority employing such teacher and shall immediately give written notice of the arrest to the private school authority employing such teacher.

11591.5. Every sheriff or chief of police, upon the arrest for any of the controlled substance offenses enumerated in Section 11590, or Section 11364, insofar as that section relates to paragraph (9) of subdivision (d) of Section 11054, of any teacher or

instructor employed in any community college district shall immediately notify by telephone the superintendent of the community college district employing the teacher or instructor and shall immediately give written notice of the arrest to the Office of the Chancellor of the California Community Colleges. Upon receipt of such notice, the district superintendent shall immediately notify the governing board of the community college district employing the person.

11592. Any person who, on or after the effective date of this section is discharged or paroled from a jail, prison, school, road camp, or other institution where he was confined because of the commission or attempt to commit one of the offenses described in Section 11590 shall, prior to such discharge, parole, or release, be informed of his duty to register under that section by the official in charge of the place of confinement and the official shall require the person to read and sign such form as may be required by the Department of Justice, stating that the duty of the person to register under this section has been explained to him. The official in charge of the place of confinement shall obtain the address where the person expects to reside upon his discharge, parole, or release and shall report such address to the Department of Justice. The official in charge of the place of confinement shall give one copy of the form to the person, and shall send two copies to the Department of Justice, which, in turn, shall forward one copy to the appropriate law enforcement agency having local jurisdiction where the person expects to reside upon his discharge, parole, or release.

11593. Any person who, on or after the effective date of this section is convicted in the State of California of the commission or attempt to commit any of the above-mentioned offenses and who is released on probation or discharged upon payment of a fine shall, prior to such release or discharge, be informed of his duty to register under Section 11590 by the court in which he has been convicted and the court shall require the person to read and sign such form as may be required by the Department of Justice, stating that the duty of the person to register under this section has been explained to him. The court shall obtain the address where the person expects to reside upon his release or discharge and shall report within three days such address to the Department of Justice. The court shall give one copy of the form to the person, and shall send two copies to the Department of Justice, which, in turn, shall forward one copy to the appropriate law enforcement agency having local jurisdiction where the person expects to reside upon his discharge, parole, or release.

11594. The registration required by Section 11590 shall consist of (a) a statement in writing signed by such person, giving such information as may be required by the Department of Justice, and (b) the fingerprints and photograph of such person. Within three days thereafter the registering law enforcement agency shall forward such statement, fingerprints and photograph to the Department of Justice.

If any person required to register hereunder changes his residence address he shall inform, in writing within 10 days, the law enforcement agency with whom he last registered of his new address. The law enforcement agency shall, within three days after receipt of such information, forward it to the Department of Justice. The

Department of Justice shall forward appropriate registration data to the law enforcement agency having local jurisdiction of the new place of residence.

All registration requirements set forth in this article shall terminate five years after the discharge from prison, release from jail or termination of probation or parole of the person convicted. Nothing in this section shall be construed to conflict with the provisions of Section 1203.4 of the Penal Code concerning termination of probation and release from penalties and disabilities of probation.

Any person required to register under the provisions of this section who shall knowingly violate any of the provisions thereof is guilty of a misdemeanor.

The statements, photographs and fingerprints herein required shall not be open to inspection by the public or by any person other than a regularly employed peace or other law enforcement officer.

11595. The provisions of former Article 6 (commencing with Section 1850) of Chapter 7 of Division 10 of this code, which is repealed by the act that adds this article, including Section 11850 as amended by Chapter 796 of the Statutes of 1972, shall remain in effect as to any person who comes within such provisions.

Notwithstanding Section 9605 of the Government Code, the changes which are made in former Section 11850 by Chapter 796 of the Statutes of 1972 shall be effective and operative for the purposes of this section.

EXHIBIT G

**DCFS 4389 (4/94) DECLARATION IN SUPPORT OF ACCESS TO
JUVENILE RECORD (WIC 827) INCLUDING ADDITIONAL
CONFIDENTIALITY ISSUES and
CWS HANDBOOK PROCEDURAL GUIDE 0500-501.20**

Name, Address and Telephone Number of Petitioner

Telephone: () _____

Relationship to Minor:

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
JUVENILE COURT**

IN THE MATTER OF:	Juvenile Case Number
A MINOR Date of Birth: _____	DECLARATION IN SUPPORT OF ACCESS TO JUVENILE RECORDS (WIC 827)

Section A:

TO BE CHECKED BY PROSECUTORIAL AGENCIES, LAW ENFORCEMENT AGENCIES AND CHILD PROTECTIVE AGENCIES:

[] Access to juvenile records in the within matter is necessary and relevant in connection with and in the course of criminal investigation or a proceeding brought to declare a person a dependent child or ward of the juvenile court.

Section B:

ALL OTHERS MUST COMPLETE THE FOLLOWING:

- [] Access to juvenile records in the within matter is necessary to accomplish the legitimate goals of the juvenile justice system as follows:
 - [] Evaluate minor or family background
 - [] Evaluate treatment plan
 - [] Audit juvenile justice system
 - [] Other _____

Any records or reports or information relating to the contents of these records or reports will not be disseminated to any persons or agencies not authorized to receive documents under Section 827 Welfare and Institutions Code, nor will any records or reports or portions thereof or any information relating to the contents, be made attachments to any other documents used in connection with a criminal investigation or a proceeding to declare a minor a ward or dependent child of the juvenile court.

I declare under penalty of perjury that the forgoing is true and correct.

Dated _____ at: _____
(Place)

(Signature)

CWS HANDBOOK PROCEDURAL GUIDE 0500-501.20

RELEASE OF DCFS CASE RECORDS TO SERVICE PROVIDERS

DATE OF ISSUE:	12/06/02
APPLICABLE TO:	All Children's Social Workers (CSWs) and Their Supervising Children's Social Workers (SCSWs)
LEGAL BASIS:	Education Code 49069.5 Family Code Sections 8706, 9200, and 9201 Health and Education Code Sections 1530.6 and 123100 Los Angeles Superior Court and Administratively Unified Local Rules of Courts 17.1(a)(2) Penal Code Section 11167.7(b) Welfare and Institutions Code Sections 827, 5328, 10850, 16002 (e)(2), 16010, and 18951
RELATED POLICY RELEASE(S):	Procedure Guide 0100-510.17 , Placing a Child in A Shelter Care Facility Procedural Guide 0100-510.61 , Placement Process, Responsibilities and Procedures Procedural Guide 0100-520.10 , Evaluating a Prospective Caregiver Procedural Guide 0200-509.20 , Pre-Placement Conference Procedural Guide 0200-509.25 , Presentation of Child Information to a Prospective Adoptive Family Procedural Guide 0200-509.35 , Adoptive Placement Procedural Guide 0200-509.36 , Supervision of Post-Adopt and Adoptive Placements Procedural Guide 0200-518.10 , Post-Adoption Service (PAS) Release of Information after Adoption is Final Procedural Guide 0500-302.10 , Suspected Child Abuse Report: Release of Information Pursuant to Penal Code Section 11167(d) and 11167.5 Procedural Guide 0500-501.10 , Release of DCFS Case Record Information Procedural Guide 0500-504.10 , Protection and Disclosure of HIV/AIDS Information Procedural Guide 0600-501.05 , Psychological Testing of Children Procedural Guide 0600-510.15 , Health and Education Passport
NON-CWS/CMS FORM(S):	AD 100 , Authorization for Release of Information DCFS 280 , Technical Assistant Action Request DCFS 709 , Foster Child's Needs and Case Plan Summary DCFS 1399 , Notification to School of Child's Placement Status DCFS 4389 , Declaration in Support of Access to Juvenile Records
CWS/CMS FORM(S):	Case Notes Contact Notebook Health Notebook
SUPERSEDES AND CANCELS:	Procedural Guide 0500-501.20 , Release of DCFS Case Records to Service providers, dated 03/22/02

Pursuant to Welfare and Institutions Code Section 827 and Los Angeles Superior Court and Administratively Unified Courts Court Rules 17.1, all service providers (this includes caregivers, doctors, dentists, psychologists, and therapists/counselors) are entitled to access all case records/information necessary to assist service providers in the development and implementation of the child's and family's service plan and to improve their ability to provide our children with competent and comprehensive care and support the Department's efforts for reunification and permanence.

This Procedural Guide **does not apply** to cases involving the placement of a child in an adoptive home. **See Procedural Guide 0200-509.25, Presentation of Child Information to Prospective Adoptive Parents.**

If a CSW or SCSW has any questions or concerns regarding the release of information to any service provider, (s)he shall **confer** with the County Counsel assigned to the case.

A. WHEN: A CAREGIVER REQUESTS CASE RECORDS

The term "caregiver" specifically includes foster family agencies (FFAs), group homes, foster parents, relative caregivers, non-relative extended family members and foster/adopt placements.

When attempting to locate a potential placement for a child, the CSW shall discuss the child's needs with a potential caregiver without disclosing the child's name or other personally identifying information. However, if the potential caregiver requires additional information and/or documentation that identifies the child by name, the CSW shall obtain a signed DCFS 4389 from the agency and approval from the SCSW to release this information.

Once a placement has been secured for a child, a DCFS 4389 is not required in order to release the DCFS 709. However, if the caregiver requires additional information, SCSW approval and a signed DCFS 4389 are required. A summary of case records that is to be released to a caregiver includes, but is not limited to:

- 1) school records;

NOTE: The DCFS 1399 is to be provided to the caregiver no later than 30 days after the initial placement. The summary shall include but not be limited to, the names and addresses of the child's educational provider, grade level performances and immunization records. A child's grade transcripts, individualized education plans (IEP) may be provided to that placement. For each subsequent placement, CSWs shall provide a current summary within 48 hours of placement.

- 2) suspected child abuse and neglect report;

NOTE: Reports of suspected child abuse or neglect and information contained therein may be released to members of a multidisciplinary team that meet the requirements of WIC 18951. (A multidisciplinary team consists of three or more persons who are trained in the prevention,

identification and treatment of child abuse and neglect cases and who are qualified to provide a broad range of services related to child abuse.) Prior to releasing this information, CSWs are to ensure that the multidisciplinary team has been established and/or whether an FFA or group home staff members are part of that team as specified in WIC 18951(d).

- 3) information about a child's known dangerous propensities;
- 4) the child's needs and assessment records;
- 5) routine medical/dental records;

NOTE: CSWs shall provide the caregiver with the child's current health summary. The summary shall include, but not be limited to, the name and address of the child's health and dental provider, known allergies and medical problems, current medication, past health problems and hospitalizations.

- 6) Psychological evaluations and mental health records;

NOTE: CSWs may discuss the child's mental health records which includes but is not limited to, relevant mental health history, known mental health condition and medications, a multidisciplinary team member (physician, licensed psychologist, social worker with a master's degree in social work, or licensed marriage and family therapist), who has the responsibility for the child's medical or psychological care. A summary of the mental health records may be released to the multidisciplinary team once it has been established that such a team has been appointed and/or that the staff is part of the team as specified in WIC 18951.

CSWs must **obtain** the consent of the child, if the child is over the age of 12 or the consent of the child's parents, or legal guardian, if the child is 12 years old or younger, in order to provide mental health records to a professional (physician, licensed psychologist, social worker with a master's degree in social work, or licensed marriage and family therapist) who does have the medical or psychological responsibility for the child's care where the child is placed.

CSWs must **obtain** the consent of the child if the child is over the age of 12 and the child's previous therapist, or the consent of the child's parent or legal guardian if the child is 12 years old or younger, in order to provide mental health records to any other representative where the child is placed.

NOTE: **Obtain** the consent of the juvenile court if the parent or legal guardian of a child 12 years of age or younger whereabouts' are unknown, if they are unable or refuse to sign the consent. **See Procedural Guide 0600-501.10, Medical Consent**, for more information.

- 7) HIV/AIDS information;
- 8) family history;
- 9) placement history;
- 10) treatment plans for the child;
- 11) minute orders and court reports, (including the visitation plan for the child with his/her parents/guardians and siblings), under the following situations:

Copies of court reports and minute orders do not have to be redacted prior to being released to FFA agencies and group homes.

NOTE: For all other caregivers, CSWs may provide minute orders and visitation plans to the extent the minute order and visitation plan contain information concerning the child placed in the home of the caregiver. However, information that reference siblings or other third parties (including but not limited to parents, relatives, and other caregivers), who are not part of the visitation or case plan must be redacted.

The CSW shall not routinely release court reports to a caregiver. If the CSW feels that the caregiver's ability to provide competent care for the child would be significantly enhanced by providing information contained in a court report or minute order, the CSW shall provide the relevant information orally or transfer the information to another document such as the DCFS 709. However, information related to siblings and third parties that are not part of the treatment plan must be redacted. In addition, the CSW shall never provide any information that is not directly related to the ability of the caregiver to provide competent and comprehensive care for the child. If the CSW/SCSW has any questions or concerns regarding the release of any information or documents (s)he shall confer with the County Counsel assigned to the case before releasing the information in question.

- 12) the child's Social Security number,

Case records/information that is not appropriate for release to the caregiver includes, but is not limited to:

- 1) information regarding any other person, including parents, siblings, and/or other unrelated children contained in the case record;

NOTE: Pursuant to WIC 16002, CSWs shall provide the prospective adoptive parent with information about siblings of the child, except the address where the siblings of the child reside. However, this address may be disclosed by court order for good cause shown.

- 2) court-ordered 730 psychological/medical evaluations (unless ordered by the court);

- 3) child abuse reports and the identity of the reporting party if the caregiver **does not** meet the requirement of WIC 18951; and
- 4) any attorney/client privileged information.

For information regarding the release of HIV/AIDS records/information, **see Procedural Guide 0500-504.10, Protection and Disclosure of HIV/AIDS Information.**

WHO	HOW
CSW	<ol style="list-style-type: none"> 1. Discuss the child's needs with a potential caregiver in non-identifying terms. Request a signed DCFS 4389 if the prospective caregiver requires information that will identify the child. File the DCFS 4389 in the Additional Services Documentation Folder. 2. When a placement has been located, release the DCFS 709 at the time of placement. <p>NOTE: With SCSWs' verbal approval, the child's medical, dental and school records may be released to the caregiver. With SCSWs' approval and a signed DCFS 4389 on file the portion of the psychological records which discusses the treatment plan and goals for the child may be provided to the caregiver.</p>
CSW	<ol style="list-style-type: none"> 3. Photocopy only the records authorized for release. Review carefully, black-out any unauthorized information and photocopy the initial copy. Release the second copy and ensure that the initial altered copy is shredded.

B. WHEN: A MENTAL HEALTH SERVICE PROVIDER INCLUDING COURT ORDERED 730 EVALUATORS REQUEST CASE RECORDS INFORMATION

The CSW shall **discuss** the mental health needs of the child with his/her SCSW and **complete** the required forms. For information regarding the procedure for obtaining a psychological evaluation, **see Procedural Guide 0600-501.05, Psychological Testing of DCFS-Supervised Children.**

NOTE: The Department of Mental Health is entitled to all case record information.

In order to provide mental health services or a comprehensive psychological assessment and treatment plan for a child, the mental health service provider, may

have access to the child's psychological records, medical/dental records, school records, court-ordered visitation plan with family members, as well as family and placement histories.

A mental health services provider **may not** have access to any child abuse reports or the identity of the reporting party, attorney-client privileged information, or any information regarding unrelated children contained in any case record documentation.

For information regarding the procedure for releasing HIV/AIDS status information, **see Procedural Guide 0500-504.10, Protection and Disclosure of HIV/AIDS Information.**

WHO	HOW
CSW	<ol style="list-style-type: none">1. Discuss the child's needs with the SCSW.2. Discuss the child's needs in non-identifying terms with a potential mental health provider.
CSW	<ol style="list-style-type: none">3. Obtain a signed DCFS 4389 from the potential mental health service provider if identifying information is requested and from the selected provider before releasing any requested information. File the DCFS 4389 in the Additional Services Documentation Folder.4. Document any request for records in the Health Notebook. Include the date, name, title, agency, address, and telephone number of the person making the request, the information requested and the reason for the request.5. Discuss and obtain SCSW written approval for the release of records. Document SCSW's approval in the Contact Notebook. Print a hard copy of the documented written approval and give it to the SCSW for signature. File it in the Additional Services Documentation Folder.6. Photocopy the records authorized for release. Review carefully, black-out any unauthorized information and photocopy the initial copy. Release the second copy and ensure that the initial altered copy is shredded.

C. WHEN: MEDICAL DOCTORS AND DENTISTS REQUEST CASE RECORD INFORMATION

Medical doctors require copies of the medical history for the family and all medical records for the child in order to provide comprehensive health care services for the child. Selected portions of a child's school records may be considered for release if the child's school performance is being monitored in order to adjust a medication regimen.

Medical doctors may not have access to any child abuse reports or the identity of the reporting party, the child's psychological records unless the doctor is a psychiatrist, any educational, psychological or medical records for other family members, any attorney client privileged information, or any information regarding siblings or other unrelated children referenced in the case records.

A dentist providing services to the child may have copies of all available dental records. If an invasive procedure is deemed necessary, the dentist may have access to selected medical record information that could have an impact on the procedure being considered.

For information regarding the release of HIV/AIDS status, **see Procedural Guide 0500-504.10, Protection and Disclosure of HIV/AIDS Information.**

WHO	HOW
CSW	<ol style="list-style-type: none">1. Discuss the child's health care needs with the SCSW.2. Discuss the child in non-identifying terms with a potential health service provider.3. Obtain a signed DCFS 4389 from the potential health service provider if identifying information is requested and from the selected health service provider before releasing any requested information. File it in the Additional Services Documentation Folder.4. Document any request for records in the Health Notebook. Include the date, name, title, agency, address, phone number of the person making the request, the information requested, and the reason for the request.5. Discuss and obtain SCSW written approval for the release of the required records. Document SCSW's approval in the Case Notes section in CWS/CMS. Print a hard copy of the documentation and give it to the SCSW for signature. File it in the Additional Services Documentation Folder.6. Photocopy the requested records. Review

WHO

HOW

carefully, **black-out** any unauthorized information and **photocopy** the initial copy. **Release** the second copy and **ensure** that the initial altered copy is **shredded**.

D. WHEN: SCHOOLS REQUEST RECORDS

The school system is expected to obtain the child's school records from the previous school. If for some reason the school records (including immunization records) are unavailable, the caregiver may release only those records necessary to enroll the child in school. No other records/documents shall be released to the school.

E. WHEN: A PRIVATE ADOPTION AGENCIES PERFORMING ADOPTION HOME STUDIES REQUEST RECORDS

For purposes of completing adoption home studies the Department shall utilize only adoption agencies that are licensed by the state in which they provide services.

All identifying information regarding the birth parents shall be withheld unless a consent to release form (an AD 100 or equivalent), authorizing release of their identities and signed by both parents, is filed in the case record. If only one parent signs the consent form all identifying information regarding the other parent must be withheld.

The adopting family must also provide a signed release form (an AD 100 or equivalent) allowing the Department to release information about their family to the adoption agency providing the service.

In order to complete an accurate and comprehensive adoptive home study the adoption agency completing the home study must be provided with the information given to the adopting parents regarding the child as well as information regarding the family that is adopting the child. The following information shall be considered for release:

1. school records;
2. child needs assessment records;
3. routine medical/dental records;
4. only the relevant information contained in the recommendations section of any psychological evaluation for the child;
5. treatment plans for the child; and
6. court-ordered visitation plan for the child with his/her parents/guardians and siblings, if any.

See Procedural Guide 0200-509.25, Presentation of Child Information to Prospective Adoptive Parents, for further information.

EXHIBIT H

**WELFARE AND INSTITUTIONS CODE, SECTION 16001.9 AND
HEALTH AND SAFETY CODE, SECTION 1522.41(a-c)**

WELFARE AND INSTITUTIONS CODE SECTION 16001.9

16001.9. (a) It is the policy of the state that all children in foster care shall have the following rights:

- (1) To live in a safe, healthy, and comfortable home where he or she is treated with respect.
 - (2) To be free from physical, sexual, emotional, or other abuse, or corporal punishment.
 - (3) To receive adequate and healthy food, adequate clothing, and, for youth in group homes, an allowance.
 - (4) To receive medical, dental, vision, and mental health services.
 - (5) To be free of the administration of medication or chemical substances, unless authorized by a physician.
 - (6) To contact family members, unless prohibited by court order, and social workers, attorneys, foster youth advocates and supporters, Court Appointed Special Advocates (CASA), and probation officers.
 - (7) To visit and contact brothers and sisters, unless prohibited by court order.
 - (8) To contact the Community Care Licensing Division of the State Department of Social Services or the State Foster Care Ombudsperson regarding violations of rights, to speak to representatives of these offices confidentially, and to be free from threats or punishment for making complaints.
 - (9) To make and receive confidential telephone calls and send and receive unopened mail, unless prohibited by court order.
 - (10) To attend religious services and activities of his or her choice.
 - (11) To maintain an emancipation bank account and manage personal income, consistent with the child's age and developmental level, unless prohibited by the case plan.
 - (12) To not be locked in any room, building, or facility premises, unless placed in a community treatment facility.
 - (13) To attend school and participate in extracurricular, cultural, and personal enrichment activities, consistent with the child's age and developmental level.
 - (14) To work and develop job skills at an age-appropriate level that is consistent with state law.
 - (15) To have social contacts with people outside of the foster care system, such as teachers, church members, mentors, and friends.
 - (16) To attend Independent Living Program classes and activities if he or she meets age requirements.
 - (17) To attend court hearings and speak to the judge.
 - (18) To have storage space for private use.
 - (19) To review his or her own case plan if he or she is over 12 years of age and to receive information about his or her out-of-home placement and case plan, including being told of changes to the plan.
 - (20) To be free from unreasonable searches of personal belongings.
 - (21) To confidentiality of all juvenile court records consistent with existing law.
 - (22) To have fair and equal access to all available services, placement, care, treatment, and benefits, and to not be subjected to discrimination or harassment on the basis of actual or perceived race, ethnic group identification, ancestry, national origin, color, religion, sex, sexual orientation, gender identity, mental or physical disability, or HIV status.
- (b) Nothing in this section shall be interpreted to require a foster care provider to take any action that would impair the health and safety of children in out-of-home placement.

HEALTH AND SAFETY CODE, SECTION 1522.41(a-c)

1522.41. (a) The director, in consultation and collaboration with county placement officials, group home provider organizations, the Director of Mental Health, and the Director of Developmental Services, shall develop and establish a certification program to ensure that administrators of group home facilities have appropriate training to provide the care and services for which a license or certificate is issued.

(b) (1) In addition to any other requirements or qualifications required by the department, an administrator of a group home facility shall successfully complete a department approved certification program pursuant to subdivision (c) prior to employment. An administrator employed in a group home on the effective date of this section shall meet the requirements of paragraph (2) of subdivision (c).

(2) In those cases where the individual is both the licensee and the administrator of a facility, the individual shall comply with all of the licensee and administrator requirements of this section.

(3) Failure to comply with this section shall constitute cause for revocation of the license of the facility.

(4) The licensee shall notify the department within 10 days of any change in administrators.

(c) (1) The administrator certification programs shall require a minimum of 40 hours of classroom instruction that provides training on a uniform core of knowledge in each of the following areas:

(A) Laws, regulations, and policies and procedural standards that impact the operations of the type of facility for which the applicant will be an administrator.

(B) Business operations.

(C) Management and supervision of staff.

(D) Psychosocial and educational needs of the facility residents.

(E) Community and support services.

(F) Physical needs for facility residents.

(G) Administration, storage, misuse, and interaction of medication used by facility residents.

(H) Resident admission, retention, and assessment procedures, including the right of a foster child to have fair and equal access to all available services, placement, care, treatment, and benefits, and to not be subjected to discrimination or harassment on the basis of actual or perceived race, ethnic group identification, ancestry, national origin, color, religion, sex, sexual orientation, gender identity, mental or physical disability, or HIV status.

(I) Nonviolent emergency intervention and reporting requirements.

EXHIBIT I

**WELFARE AND INSTITUTIONS CODE SECTION 16010 and
CWS HANDBOOK PROCEDURAL GUIDE 0080-505.20**

WELFARE AND INSTITUTIONS CODE SECTION 16010

16010. (a) When a child is placed in foster care, the case plan for each child recommended pursuant to Section 358.1 shall include a summary of the health and education information or records, including mental health information or records, of the child. The summary may be maintained in the form of a health and education passport, or a comparable format designed by the child protective agency. The health and education summary shall include, but not be limited to, the names and addresses of the child's health, dental, and education providers, the child's grade level performance, the child's school record, assurances that the child's placement in foster care takes into account proximity to the school in which the child is enrolled at the time of placement, a record of the child's immunizations and allergies, the child's known medical problems, the child's current medications, past health problems and hospitalizations, a record of the child's relevant mental health history, the child's known mental health condition and medications, and any other relevant mental health, dental, health, and education information concerning the child determined to be appropriate by the Director of Social Services. If any other provision of law imposes more stringent information requirements, then that section shall prevail.

(b) Additionally, any court report or assessment required pursuant to subdivision (g) of Section 361.5, Section 366.1, subdivision (d) of Section 366.21, or subdivision (b) of Section 366.22 shall include a copy of the current health and education summary described in subdivision (a).

(c) As soon as possible, but not later than 30 days after initial placement of a child into foster care, the child protective agency shall provide the caretaker with the child's current health and education summary as described in subdivision (a). For each subsequent placement, the child protective agency shall provide the caretaker with a current summary as described in subdivision (a) within 48 hours of the placement.

(d) (1) Notwithstanding Section 827 or any other provision of law, the child protective agency may disclose any information described in this section to a prospective caretaker or caretakers prior to placement of a child if all of the following requirements are met:

(A) The child protective agency intends to place the child with the prospective caretaker or caretakers.

(B) The prospective caretaker or caretakers are willing to become the adoptive parent or parents of the child.

(C) The prospective caretaker or caretakers have an approved adoption assessment or home study, a foster family home license, certification by a licensed foster family agency, or approval pursuant to the requirements in Sections 361.3 and 361.4.

(2) In addition to the information required to be provided under this section, the child protective agency may disclose to the prospective caretaker specified in paragraph (1), placement history or underlying source documents that are provided to adoptive parents pursuant to subdivisions (a) and (b) of Section 8706 of the Family Code.

(e) The child's caretaker shall be responsible for obtaining and maintaining accurate and thorough information from physicians and educators for the child's summary as described in subdivision (a) during the time that the child is in the care of

the caretaker. On each required visit, the child protective agency or its designee family foster agency shall inquire of the caretaker whether there is any new information that should be added to the child's summary as described in subdivision (a). The child protective agency shall update the summary with such information as appropriate, but not later than the next court date or within 48 hours of a change in placement. The child protective agency or its designee family foster agency shall take all necessary steps to assist the caretaker in obtaining relevant health and education information for the child's health and education summary as described in subdivision (a).

(f) At the initial hearing, the court shall direct each parent to provide to the child protective agency complete medical, dental, mental health, and educational information, and medical background, of the child and of the child's mother and the child's biological father if known. The Judicial Council shall create a form for the purpose of obtaining health and education information from the child's parents or guardians at the initial hearing. The court shall determine at the hearing held pursuant to Section 358 whether the medical, dental, mental health, and educational information has been provided to the child protective agency.

0080-505.20

HEALTH AND EDUCATION PASSPORT (HEP)

DATE OF ISSUE:	02/18/04
APPLICABLE TO:	All Emergency Response Command Post (ERCP), Emergency Response (ER) and Case-Carrying CSWs, and Their SCSWs, Dependency Investigators, and Their SCSW's and Public Health Nurses (PHN).
LEGAL BASIS:	Welfare and Institutions Code Section 16010 State Regulation – Division 31-206.351-.352
RELATED POLICY RELEASE(S):	Procedural Guide 0080-507.21 , Concurrent Planning: Obtaining Family History Information Procedural Guide 0600-506.10 , Child Health and Disability Prevention (CHDP) Program Procedural Guide 0100-510.61 , Placement Processes, Responsibilities and Procedures (Non-Relative) Procedural Guide 0600-510.16 , Health and Education Questionnaire
NON-CWS/CMS FORM(S):	DCFS 179 , Parental Consent and Authorization for Medical Care DCFS 560 , Health Care Card DCFS 561(a) , Medical Examination Form DCFS 561(b) , Dental Examination Form DCFS 561(c) , Psychological/Other Examination Form DCFS 1726 , Request for School Report DCFS 4158 , Authorization for General Medical Care for a Child Placed by an Order of the Juvenile Court DCFS 4344 I , Family History: Birth Mother Information DCFS 4344 II , Family History: Birth Father Information DCFS 4344 III , Family History: Child Information JV 225 , Health and Education Questionnaire Psychotropic Medication Authorization Form
CWS/CMS FORM(S):	Health and Education Passport Contact Notebook Health Notebook Education Notebook
SUPERSEDES AND CANCELS:	Procedural Guide 0600-510.15 , Health and Education Passport, dated 07/10/01, FYI 02-26 , Revised Health Care Examination Forms (revised), dated 07/02, FYI 00-34 , New Health and Education Passport Binder, dated 07/00

Welfare and Institutions Code Section 16010 mandates that the Case Plan for every child in foster care include a summary of the child's health and education information and that a copy of the summary be attached to all court reports. DCFS is utilizing the CWS/CMS Health and Education Passport (HEP) document for this purpose. The HEP will automatically be updated and revised each time new health and/or education data are entered into CWS/CMS.

The purpose of the HEP is to:

1. Provide a summary of the child's health and education records.
2. Assist in the initiation and continuity of medical assessment and treatment.
3. Avoid duplication of medical services.
4. Preserve essential medical data on a child in out-of-home care.
5. Increase the willingness of health care providers to accept a child in out-of-home care as a patient by providing better background information on the child in an easily accessible format.
6. Consolidate all educational information, including current and former schools, special education information and grade level performance, in a location readily accessible to the caregiver, the child, educators and social workers.

The HEP shall accompany the child to all medical, dental and psychological appointments so the provider can review the updated information; and to all educational appointments so the provider can update the HEP.

The **education provider** is required to write in any new or corrected information on the HEP after each visit.

The **health care provider** is no longer required to write in any new or corrected information on the HEP. Health care information is to be documented by the health care provider on the DCFS 561(a), Medical; 561(b), Dental or; 561(c), Psychological/Other Examination Forms.

The DCFS 561(a), (b) and (c) are used to document initial examinations, ongoing health care, and health care provider authentication when documenting treatment/services provided to the child. The DCFS 561 (a), (b) and (c) are specific as to type of health care provider and require the health care provider's signature to document each and every office visit with the child.

At initial placement or replacement: The following applies to the DCFS 561 (a) & (b); and to the DCFS 561 (c), if at the time of placement it is known that psychological services are needed:

The DCFS 561 series are No Carbon Required (NCR), four page forms. The CSW completes the top portion of the form and gives pages 1, 2 and 3 to the foster caregiver. Page 4 is retained in the DCFS case file, Psychological/Medical/Dental/School Records folder. The foster caregiver takes pages 1, 2 and 3 to the health care provider who completes the lower portion of the form, signs and provides signature stamp where indicated (health care providers may wish to make a photocopy of the completed DCFS 561(a), (b), (c) for their records). The foster caregiver places page 2 in the child's HEP Binder, retains page 3 for his or her record keeping and returns page 1 (the original) to the CSW. The CSW submits page 1 to the PHN for documentation in CWS/CMS (see below). When documentation in CWS/CMS is completed, the PHN returns page 1 to the CSW. The CSW files the completed page 1 in the DCFS case file, Psychological/ Medical/Dental/School Records folder, and discards page 4.

For ongoing health care during placement: [applies to DCFS 561 (a), (b) and/or (c)]

At each face-to-face contact, the CSW shall provide the foster caregiver with several blank forms to be completed at future health, or mental health provider office visits. The foster caregiver follows the same procedure as outlined in the Initial Placement/ Replacement section above. The CSW collects the completed forms during the regular face-to-face contact with the child and distributes copies as outlined in the Initial Placement/Replacement section above.

Documentation in CWS/CMS by the Public Health Nursing staff:

The PHN assists in meeting full utilization requirements by entering health, mental health and medical care information documented on the DCFS 561 (a), (b) or (c) into CWS/CMS. The PHNs must receive medical, dental, psychological/other documentation that is authenticated either by signature or stamp of the health care provider.

On an ongoing basis, the PHN or other assigned DCFS staff, enters the information from the DCFS 561(a), (b) or (c) into the child's Health Notebook or the Associated Services page of the Contact Notebook in CWS/CMS, as appropriate, making the information available for generating the HEP document.

The Health and Education Passport Binder (HEP Binder):

The caregiver shall keep a current copy of the child's HEP, along with any other health and/or education documents the HEP summarizes, in the HEP Binder.

HEP Binders are available in each regional office. They are black nylon canvas 11x14 notebooks with an all-around zipper enclosure. The HEP Binder is divided into three sections: 1) Medical and Dental Information; 2) Educational Information; and 3) Placement Documentation. There are also clear plastic sections for photographs of the child and his or her family, the child's Medi-Cal card, immunization records and the CSW's business card.

For all initial placements, the HEP Binder will be issued by the Eligibility Worker (EW) with the placement documents. In the event of a re-placement, the HEP Binder must accompany the child to the next placement. When a case is closed, the HEP Binder is to be returned to the CSW with all termination documents enclosed. If the HEP Binder is in suitable condition, it can be recycled for use in another case once all documents are removed and transferred to the Psychological/Medical/Dental/School Records folder. When a child is returned home to his/her parent or legal guardian, the CSW is responsible for photocopying all pertinent documents, providing the parent or legal guardian with the originals, and placing the copies in the Psychological/Medical/ Dental/School Records folder. The HEP Binder in its entirety (includes the binder and all contents) is to be given to a youth once (s)he emancipates.

A. WHEN: A CHILD IS DETAINED AND PLACED IN OUT-OF-HOME CARE

WHO	HOW
ERCPC or ER CSW	<ol style="list-style-type: none">1. Obtain, if possible, the child's immunization record, birth certificate, information relating to chronic illnesses or allergies and any other information relating to the child from the parent or caregiver.2. Ask the parents for information to complete the DCFS 4344 I, II and III. See Procedural Guide 0080-507.21, Concurrent Planning: Obtaining Family History Information.3. Document attempts to obtain this information in the Contact Notebook.4. Forward the documents to the assigned regional office per existing procedure. <p>NOTE: It is the responsibility of the ERCPC CSW to collect as much medical information as possible at the time of the detention. It is the regional office's responsibility to generate the initial HEP.</p>
ER CSW	<ol style="list-style-type: none">1. Obtain a HEP Binder from the regional office EW, along with the child's initial placement documents.
ER CSW	<ol style="list-style-type: none">2. If available, photocopy the child's immunization records and the DCFS 4344 III, along with any additional medical or educational information and file them in the HEP Binder. Place the photocopies in the Psychological/Medical/Dental/School Records folder.3. If these records and information are not available, document the efforts made to obtain them in the Contact Notebook.4. Photocopy the signed DCFS 179 or DCFS 4158 and add the following to the HEP Binder:<ol style="list-style-type: none">a) a DCFS 179, signed by the parent/legal guardian; orb) a DCFS 4158, signed by the CSW if the parent/legal guardian is unavailable or unwilling to sign the DCFS 179; and

WHO

HOW

- c) blank DCFS 561(a), 561(b) and 561(c).
- d) **Retain** photocopies in the Psychological/Medical/Dental/School Records folder.

5. **Review** and **explain** how to use the DCFS 561(a), (b), (c) with the caregiver.

6. **Document** the date the HEP Binder and required forms and documents were given to and reviewed with the caregiver in the Contact Notebook.

7. **Mail** the DCFS 1726 to the school the child attended prior to his or her detention. **Place** a copy in the Psychological/Medical/Dental/School Records folder.

8. **Ensure** that the following information is entered in CWS/CMS:

a) The name, address, and telephone number of the child's doctor and dentist;

b) The child's immunization history;

ER CSW

c) Any allergies and current or chronic health conditions;

d) The name, address and phone number of the school the child last attended; and

e) Significant family medical problems, if any.

9. After these data have been entered into CWS/CMS, **generate** an initial HEP. **Mail** or **give** a copy to the caregiver for inclusion in the HEP Binder.

10. **Instruct** the caregiver to take the DCFS 561(a), (b) or (c) to all medical, dental or psychological/other appointments and to ask the health care provider to document information about the appointment and to authenticate with signature and/or signature stamp (**see** Page 2 of this Procedural Guide for detailed instructions).

WHO	HOW
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11. **Instruct** the caregiver to take the HEP to all educational appointments and to ask the education provider to add information about the appointment on the HEP document.

B. WHEN: A CHILD IS IN OUT-OF-HOME CARE

WHO	HOW
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Dependency Investigation or Case-Carrying SCSW

1. Upon receipt of the Jurisdictional/Dispositional Hearing packet, **make** a copy of the JV 225 and provide it to the PHN. **Retain** the original JV 225 in the Court Documents folder and **forward** to the assigned DI CSW or Case-Carrying CSW. **See Procedural Guide 0600-510.16, Health and Education Questionnaire.**

NOTE: The PHN will enter the information from the JV 225 into the appropriate CWS/CMS Notebook.

Case-Carrying CSW

1. At the initial parent contact after the detention hearing:
 - a) **Obtain** additional medical information from the parents as needed including the child's immunization records, health care providers, allergies, chronic illnesses and other information needed to ensure that the child's health needs are met.
 - b) **Review** the DCFS 4344 III. **Add** any additional facts provided by the parents.
2. **Ensure** that the JV 225 has been filed in the Court Documents folder. **Review** the child's health and education information in CWS/CMS for completeness. **See Procedural Guide 0600-510.16, Health and Education Questionnaire.**
3. **Ensure** that updated medical and family history information is entered into CWS/CMS in the applicable Notebooks.
4. At each child contact, **collect** completed originals of the DCFS 561(a), (b) or (c) and **review** them with the caregiver for any needed follow-up.

WHO

HOW

Case-Carrying CSW

5. **Give** the completed originals of the DCFS 561(a), (b) or (c) to the PHN who will enter the information into CWS/CMS.
6. **Confirm** that all new medical, dental or psychological/other information noted on the DCFS 561(a), (b) or (c) has been entered into the applicable CWS/CMS Notebooks.
7. **Generate** an updated HEP.
8. **Mail** the updated HEP to the caregiver.

NOTE: Information regarding psychiatric diagnoses and psychotropic medications shall be included in the HEP and entered in the Health Notebook.

Psychological/psychiatric evaluation reports are not to be provided to the caregiver and must not be included in the HEP Binder. They shall be kept in the case file only.

IQ scores **shall not** be entered in the child's Client Notebook or otherwise entered in the HEP. Information relating to IQ shall be maintained in the Psychological/Medical/Dental/School Records folder only and used for the sole purpose of accessing resources such as Regional Center services.

If there is no new medical, dental or psychological/other information between child contacts, an updated copy of the HEP need not be provided to the caregiver.

9. When the DCFS 1726 is returned by the school, **provide** the caregiver with a copy for inclusion in the HEP Binder and **place** the original in the Psychological/Medical/Dental/School Records folder.
10. If DCFS 1726 indicates that the child is receiving special education services, **obtain** a copy of the child's Individualized Education Program (IEP) from the school. **Provide** the caregiver with a photocopy for inclusion in the HEP Binder and **place** the original in the Psychological/Medical/Dental/School Records

WHO	HOW
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folder.

11. **Enter** information regarding the IEP (if any), special education information (if any) and the principal's name and phone number in the child's Education Notebook.

Case-Carrying CSW

12. Prior to preparing the Status Review Report, **review** the child's health and education information in CWS/CMS.
13. **Generate** an updated HEP. The updated HEP will automatically be populated with any health or education information entered since the previous HEP was generated.

Dependency Investigator

1. Prior to preparing the Jurisdiction/Disposition Hearing Report, **ensure** that the JV 225 has been filed in the Court Documents folder. **Review** the child's health and education information in CWS/CMS for completeness. **See Procedural Guide 0600-510.16, Health and Education Questionnaire.** Information should include the child's initial medical and dental examinations, immunization record, any medical conditions or allergies, family medical history and educational information.
2. **Ensure** that missing information is entered into CWS/CMS as soon as it becomes available.
3. **Generate** an updated HEP. **Attach** the HEP and the JV 225 to the Jurisdiction/Disposition Court Report.

C. WHEN: A CHILD IS REPLACED

WHO	HOW
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Case-Carrying CSW

1. Whenever a child is replaced, the HEP Binder, including an updated HEP, must accompany the child.
2. **Give** the HEP Binder to the new caregiver at the time of the child's replacement.
 - a) If someone other than the case-carrying CSW transports the child to the new placement (e.g., law

WHO	HOW
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Case-Carrying CSW

enforcement or the ERCP CSW), the case-carrying CSW shall **provide** the HEP Binder, including the updated HEP, within three business days to the new caregiver.

NOTE: If the child is moved from one Foster Family Agency (FFA) certified foster family home to another certified foster family home within the same FFA, the CSW shall provide the HEP Binder to the new caregiver within three business days.

3. If the child is discharged from MacLaren Children’s Center (MCC), **ensure** that a MCC Discharge Summary, along with other pertinent medical information/documentation, is included in the HEP Binder and that a photocopy is placed in the Psychological/Medical/Dental/School Records folder. **See Procedural Guide # 0100-510.61, Placement Processes, Responsibilities and Procedures (Non-Relative).**
4. When required, **ensure** that the child is medically treated prior to replacement. **Bring** the hospital/physician aftercare instructions, along with any prescribed medication, to the new placement, including MCC. **Place** these documents in the HEP Binder and copies in the Psychological/Medical/ Dental/School Records folder. **See Procedural Guide 0600-506.10, Child Health and Disability Prevention (CHDP) Program.**
5. **Ensure** that the health care provider completes the DCFS 561(a) and **document** the nature of the illness or injury, date of treatment and treatment provided, in the appropriate CWS/CMS Notebook(s).

D. WHEN: THE COURT TERMINATES JURISDICTION

WHO	HOW
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Case-Carrying CSW

Case-Carrying CSW

1. If the child is returned home or the court orders legal guardianship:
 - a) **Retrieve** the HEP Binder from the caregiver.
 - b) **Photocopy** all medical, dental, and educational

WHO

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materials, **place** the photocopies in the Psychological/Medical/Dental/School Records folder and **provide** the original documents to the parent(s) or legal guardian(s).

c) **Provide** the parent(s) or legal guardian(s) with a copy of the most recent HEP.

d) **Place** a copy of the most recent HEP and the original DCFS 4344 III in the Psychological/Medical/Dental/School Records folder.

e) **Return** the HEP Binder to the EW for recycling.

2. If the youth becomes a ward of the court and is placed under the supervision of the Probation Department, then the youth is removed from DCFS supervision and his or her dependency jurisdiction is terminated. The following steps should be followed if the Probation Officer requests written reports on the child's medical, mental health and educational status:

a) **Retrieve** the HEP Binder from the caregiver.

NOTE: Do not give the HEP Binder or its contents directly to the Probation Officer.

b) **Photocopy** all medical, dental, and educational materials, **place** the photocopies in the Psychological/Medical/Dental/School Records folder and **provide** the original documents to the youth's Probation Officer.

c) **Provide** the Probation Officer with a copy of the most recent HEP.

d) **Place** a copy of the most recent HEP and the original DCFS 4344 III in the Psychological/Medical/Dental/School Records folder.

e) **Return** the HEP Binder to the EW for recycling.

Case-Carrying CSW

3. If the youth emancipates:

a) **Retrieve** the HEP Binder from the caregiver.

WHO

HOW

- b) **Photocopy** all medical, dental, and educational materials and **place** in the Psychological/Medical/Dental/School Records folder.
- c) **Provide** the HEP Binder containing the originals of all medical, dental and educational materials, the DCFS 4344 III, and the most recent HEP to the emancipating youth.

NOTE: Psychological/psychiatric evaluation reports and/or IQ scores shall never be given to the emancipating youth.

4. If the child is adopted:

- a) **Retrieve** the HEP Binder from the caregiver.
- b) **Photocopy** all medical, dental and educational materials, **place** the photocopies in the Psychological/Medical/Dental/School Records folder and provide the original documents to the adoptive parent(s).
- c) **Provide** the adoptive parent(s) with a copy of the most recent HEP.
- d) **Place** a copy of the most recent HEP and the original DCFS 4344 III in the Psychological/Medical/Dental/School Records folder.
- e) **Return** the HEP Binder to the EW for recycling.

EXHIBIT J

STATEMENT OF DANGEROUS BEHAVIOR

STATEMENT OF DANGEROUS BEHAVIORS

California Department of Social Services (CDSS) Manual of Policies and Procedures, Division 31, Section 31-405.1(q)(1) requires placement agency workers to inform out-of-home care services providers of any known or suspected dangerous behaviors of a child being placed.

Child's Name: _____
DOB: _____ DOP: _____

The following is all that is known to the placing agency with respect to the known or suspected dangerous behaviors of the above named child (check appropriate box for each item):

1. Violence towards others, physically threatening and/or assaultive behavior; property destruction or damage; cruelty to animals; robbing/stealing with use of force or weapons; gang activity or involvement.

No known history. Yes, known or suspected history
Specify and describe on reverse side.

2. Violence towards self: suicide attempts/ideation; deliberate harm to self; drug overdoses.

No known history. Yes, known or suspected history
Specify and describe on reverse side.

3. Sexual Maladjustment Problems sexual molestation of others: rape: sexual acting out.

No known history. Yes, known or suspected history
Specify and describe on reverse side.

4. Arsonous behavior, fire setting or arson.

No known history. Yes, known or suspected history
Specify and describe on reverse side.

By signing below, the placement worker acknowledges that all known and/or suspected dangerous behaviors of the child have been disclosed and discussed with the service provider and the service provider understands that this information is confidential and any unauthorized disclosure could result in a fine up to \$1, 000.00.

Signature (Placement Worker)

Signature (Service Provider)

Agency _____

Agency _____

Date _____

Date _____

31-405.1: SOCIAL WORKER RESPONSIBILITIES FOR PLACEMENT

When arranging for a child's placement the social worker shall:

- (a) Consider the non-custodial parent pursuant to Welfare and Institutions Code Section 361.2.
- (b) Give preferential consideration for placement of the child to an adult who is a grandparent, aunt, uncle or sibling of the child.
 - (1) As required by Welfare and Institutions Code Section 361.3, a finding that the relative is not willing to adopt or seek guardianship for the child cannot be used as the sole basis for denying placement with a relative.
 - (2) As assessment shall be conducted for the relative(s) and shall include but not be limited to the factors required in Welfare and Institutions Code Section 361.3.
- (c) Consider relative identified by the social worker as willing and appropriate to care for the child if no non-custodial parent or relative given preferential consideration is available.
 - (1) As required by Welfare and Institutions Code Section 361.3, a finding that the relative is not willing to adopt or seek guardianship for the child cannot be used as the sole basis for denying placement with a relative.
 - (2) An assessment shall be conducted for the relative(s) and shall include but not be limited to the factors required in Welfare and Institutions Code Section 361.3.
- (d) Meet the requirements specified below when placing a child under the age of six in a group home:
 - (1) A child under the age of six shall not be placed in a group home unless one or more of the following conditions are met, and the placement facility meets the licensing standards specified in Title 22, Division 6, Subchapter 2:
 - (A) The placement will provide comprehensive diagnostic assessment to enable long-term decisions about the child's future;
 - (B) The placement meets the child's special treatment needs which can be met by the group home while program planning and testing occur to prepare the child for a less restrictive, permanent placement;

- (C) The placement enhances and supports the case plan goal of family reunification with parents or kin or for adoption when no other suitable, less restrictive placement is available;
 - (D) The placement is for temporary shelter care and shall not be for more than thirty days and no other, less restrictive placement is available; or
 - (E) The placement will keep a sibling group together until a more suitable, less restrictive placement is found.
 - (F) Effective 1/1/2000, any child under the age of six shall be placed in a family-like setting as defined in Title 22, Section 84201(f)(2). In the event such a setting is unavailable, the county shall request approval from the Department for any alternative placement in excess of 30 days. The Department has the authority to approve these placements if the request is in the best interest of the child and shall in no instance be detrimental to the health and safety of the child. The county welfare director shall submit the request to the Department with substantiating evidence supporting the request and specifying that the child has special needs that render the child extremely difficult to place, and there is no family-like setting that can meet the child's special needs. The Department shall provide a written approval or denial of the request within 5 days of receipt of the request.
- (e) Ensure that a child under the age of six placed for temporary shelter care in a county operated or county contracted emergency shelter care facility, shall not be placed in the facility for more than thirty days.
- (1) A county operated or county contracted emergency shelter care facility shall conform to all regulations in Title 22, Division 6, Subchapter 2 except as noted below:
 - (A) The facility shall be exempt from the licensing standards specified in Sections 84200(a)(2)(A) through (C).
 - (B) For an unlicensed county operated emergency shelter care facility only, the Plan of Operation required by Section 84222 must be kept only on file at the facility and need not be submitted to the Department for approval.
- (f) Meet the requirements specified in Section 31-515 when placing an Indian child.
- (g) Assist each child in understanding the reason(s) for placement.

- (h) Arrange for pre-placement visitation between the child and the out-of-home care provider, if possible.
- (i) Assist each child to maintain his/her cultural and ethnic identity.
- (j) Monitor the child's physical and emotional condition, and take necessary actions to safeguard the child's growth and development while in placement.
- (k) Ensure that information regarding available CHDP services is provided to the out-of-home care provider within 30 days of the date of placement.
- (l) Ensure that the child receives medical and dental care which places attention on the preventive health services through the Child Health and Disability Prevention (CHDP) program, or equivalent preventive health services in accordance with the CHDP program's schedule for periodic health assessment.
 - (1) Each child in placement shall receive a medical and dental examination, preferably prior to but not later than, 30 calendar days after placement.
- (m) Make certain that arrangements for and monitoring of the child's educational progress while in placement are undertaken.
- (n) Make arrangements for the out-of-home care provider to have telephone access to a social worker 24-hours-a-day, seven-days-a-week, in case of emergencies involving his/her foster child(ren).
- (o) Ensure that the out-of-home care provider understands and supports the child's case plan, and is aware of any change(s) thereto.
- (p) Provide the out-of-home care provider the child's background information as available, including, but not limited to, the following histories:
 - (1) Educational.
 - (2) Medical.
 - (3) Placement.
 - (4) Family.
 - (5) Behavioral.
- (q) Provide the out-of-home care provider(s) information of any known or suspected dangerous behavior of the child being placed.

- (1) The social worker shall document in the case record any information provided to the out-of-home care provider(s) regarding the child's known or suspected dangerous behavior, including the following:
 - (a) Date information was provided.
 - (b) Name of person receiving information.
 - (c) Specific facts provided.
 - (d) Affirmation that the person informed was advised that the facts were confidential and that unauthorized disclosure could result in a fine up to \$1,000.
- (r) Ensure completion of the documentation necessary to initiate AFDC-FC payments, as appropriate.
- (s) Assist the parents to understand their rights and responsibilities while their child is in foster care.
- (t) Document the reason(s) for the following, when applicable:
 - (1) The child's transfer to another placement location.
 - (2) The child's out-of-country or out-of-state placement.
- (u) Develop a discharge plan for any child who:
 - (1) Is under six years old; and
 - (2) Is leaving a group home placement to return to parents, kin or an adoptive family or to placement in a foster family home.

Authority Cited: Section 10553 and 10554, Welfare and Institutions Code.
Reference: Sections 309 and 319 (as amended by Assembly Bill 1544, Chapter 793, Statutes of 1997), 361.2, 361.3 (as amended by Assembly Bill 1544, Chapter 793, Statutes of 1997), 11467.1, and 16501, Welfare and Institutions Code; and Section 1530.8, Health and Safety Code.

EXHIBIT K

INTENTIONALLY LEFT BLANK

EXHIBIT L

NOTICE TO EMPLOYEES REGARDING FEDERAL EARNED INCOME CREDIT (FEIC) (Internal Revenue Service Notice 1015)

Department of the Treasury
Internal Revenue Service
Notice 1015

Have You Told Your Employees About the Earned
Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers **cannot** claim the EIC if their 2000 investment income (such as interest and dividends) is over \$2,400.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4**, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2000 are less than \$31,152 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

1 The IRS **Form W-2**, Wage and Tax Statement, which has the required information about the EIC on the back of **Copy B**.

2 A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.

3 **Notice 797**, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).

4 Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2001.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676. You can also get the notice from the IRS Web Site at www.irs.gov.

EXHIBIT L

**How Will My Employees Know If They Can
Claim the EIC?**

The 2000 instructions for Forms 1040, 1040A, and 1040EZ, and **Pub. 596**, Earned Income Credit, explain who can claim the EIC. Generally, any employee who meets the following requirements may be able to claim the EIC for 2000.

Note: An employee **cannot** claim the EIC if he or she files *Form 2555* or *Form 2555-EZ* (relating to foreign earned income). Also, an employee who is a nonresident alien for any part of 2000 cannot claim the EIC unless he or she is married to a U.S. citizen or resident and elects to be taxed as a resident alien for all of 2000.

The employee's 2000 earned income and modified adjusted gross income are both under \$27,413 (under \$31,152 if the employee has more than one qualifying child; under \$10,380 if the employee does not have a qualifying child). **Earned income** for this purpose does not include amounts paid to inmates in penal institutions for their work.

* The employee's filing status is any status **except** married filing a separate return.

* The employee (and the employee's spouse if filing a joint return) is not a qualifying child of another person.

* For an employee without a qualifying child, the employee is at least age 25 but under 65 at the end of 2000. Also, no one may be entitled to claim the employee as a dependent and the employee's home must be in the United States for over half of 2000. If the employee is married filing a joint return, other rules apply.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2000 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2000 and owes no tax but is eligible for a credit of \$797, he or she must file a 2000 tax return to get the \$797 refund.

**How Do My Employees Get Advance EIC
Payments?**

Eligible employees who expect to have a qualifying child for 2001 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15, Employer's Tax Guide.

(Rev. October 2000)

**Notice 1015
(Rev. 10-2000)**

EXHIBIT M

PAYMENT RESOLUTION NOTIFICATION

PAYMENT RESOLUTION NOTIFICATION

INSTRUCTIONS:

Complete one request per minor

FAX to the DCFS Payment Resolution Unit at (626) 915-1260

Mail to Revenue Enhancement at 800 South Barranca, Covina, CA 91723

An annotated copy will be returned for your records when the payment discrepancy is resolved

VENDOR INFORMATION	PAYMENT DISCREPANCY
Date of Request:	Payment Months in Question: <input type="checkbox"/> Incorrect Rate <input type="checkbox"/> Birth Date Rate Change <input type="checkbox"/> First Payment Was Not Received <input type="checkbox"/> Start Date Discrepancy <input type="checkbox"/> Stop Date Discrepancy <input type="checkbox"/> Clothing Allowance <input type="checkbox"/> Other Payment Problems
Vendor Name:	
Vendor Number:	
Contact Person:	
Telephone Number:	
CHILD'S INFORMATION	
Child's Name:	
Child's Birth Date:	
Child's Case Number:	
PLACEMENT INFORMATION	
To expedite your payment request please answer the following information:	RESOLUTION/COMMENTS Completed By DCFS Staff
The Child was placed by: <input type="checkbox"/> DCFS <input type="checkbox"/> Probation	
Did you receive a Blue Placement Packet from the CSW? <input type="checkbox"/> YES <input type="checkbox"/> NO	
Have you ever received a payment for this child? <input type="checkbox"/> YES <input type="checkbox"/> NO	
Did you send in a Voucher for requested payment? <input type="checkbox"/> YES <input type="checkbox"/> NO	
Rate Amount:	
Beginning Date of Placement:	
Ending Date of Placement:	

Eligibility Worker: _____ Date: _____

Telephone Number: () _____ FAX: () _____

EXHIBIT N

**DCFS OUT-OF-HOME CARE INVESTIGATIONS
INTERNAL PROCEDURES**

**GROUP HOME AGREEMENT
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
OUT-OF-HOME CARE INVESTIGATION'S INTERNAL PROCEDURES**

These Internal Policies are attached to the Group Home Agreement to inform CONTRACTORS of DCFS' current protocols and procedures within the Contract Program Management (or other office/agency within Los Angeles County who may assume such duties during the term of the Agreement). These policies are subject to revision by DCFS and DCFS may vary from these protocols and procedures when such variance is required to protect the health and safety of the children, except that all Do Not Refer and Do Not Use actions must be approved by DCFS' Chief Deputy. Such variance may not be arbitrary and capricious, unreasonable or discriminatory.

At any time, the CONTRACTOR may request a meeting with DCFS Administrative staff, including the Division Chief of Contract Program Management, to discuss the findings. This meeting may not necessarily precede DCFS action taken to protect the children.

A. Contract Program Management Responsibility

Within DCFS, the Contract Program Management, Out of Home Care Investigation Section (OHCIS) is responsible for investigating, as a whole, all residential facilities licensed by Community Care Licensing (CCL) to provide out-of-home care when there are allegations of child abuse, neglect or exploitation and/or violation of CCL licensing standards. These facilities include foster family agencies, foster family homes, group homes and small family homes. The OHCIS also makes recommendations for DCFS action necessary to protect DCFS-placed children in these facilities, including corrective action and/or "Do Not Refer/Use" status. If the OHCIS substantiates the allegations, section staff may recommend a corrective action plan, Hold, DNR and/or DNU Status, regardless of whether law enforcement and/or CCL take similar action.

The Office of the Auditor-Controller is also responsible for audits of the contracts and administrative issues, including fiscal audit findings for all CONTRACTORS. Fiscal audit findings are not addressed in Exhibit N, except to the extent that corrective action, Hold, DNR and/or DNU may be implemented due to fiscal audits.

DCFS will select one or more of the following actions in response to findings uncovered in investigations of abuse/neglect in out of home care or in audits of program or fiscal contract requirements or in the analysis of unresolved overpayments when DCFS believes, in its sole discretion, that the CONTRACTOR has engaged in:

- ❑ conduct which may jeopardize a minor or minors;
- ❑ a serious event that may implicate the CONTRACTOR in issues of abuse or neglect;
- ❑ serious risk of abuse or neglect; or

- noncompliance with a significant administrative/fiscal/programmatic requirement of the Agreement.

B. Investigative/Administrative Actions

1. **Corrective Action Plan (CAP)** - COUNTY shall have the right to require a corrective action plan (CAP) when, in COUNTY's sole discretion, the conduct/issue is amenable to immediate resolution. Upon request by COUNTY, CONTRACTOR shall draft, and submit to COUNTY for approval, a CAP, which shall serve as the CONTRACTOR's commitment to remedy deficiencies. The CAP shall be required within three days of notice to the CONTRACTOR, which may be oral, to up to 30 calendar days from written notice to the CONTRACTOR depending on the nature of the violation. The CONTRACTOR's CAP is reviewed and approved by the Investigator and his/her Supervisor within five business days. Once approved, the investigation is closed and monitoring begins. The Monitor is responsible for ensuring the CAP is implemented and maintained.
2. **Hold Status** - COUNTY retains the right to temporarily suspend referrals of children to CONTRACTOR by placing CONTRACTOR on Hold status, for up to a 45-day period at any time during investigations, when based on prima facie evidence, DCFS reasonably believes, in its sole discretion, that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors. Hold Status may also be implemented when there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or noncompliance with a significant administrative/fiscal/programmatic requirement of the GH Agreement for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Section 16.1.
3. **Do-Not-Refer (DNR)** – Status - DNR refers to the suspension of new DCFS placements when the investigation indicates problems and/or deficiencies that may be compounded by additional or newly-placed children; when the substantiated allegations do not place children in the facility at further risk and deficiencies are correctable within an agreed upon time; and/or when a CONTRACTOR fails to repay an overpayment (see the Agreement, Section 7.0, for overpayment procedures). Situations which can be corrected and may result in Do-Not-Refer Status include, but are not limited to, the following:
 - a) improvement needed to provide adequate supervision;
 - b) improvement needed to provide discipline that is safe, effective and age-appropriate;
 - c) improvement needed to provide appropriate food and clothing;
 - d) improvement needed in the physical plant such as structure, furnishings, etc.;

e) improvement needed to ensure appropriate and timely non-emergent medical and dental care for Placed Children.

f) failure to implement and/or maintain corrective action.

4. **Do-Not-Use (DNU) Status** - DNU means that all Placed Children are removed from the CONTRACTOR's care within a specified period of time. No placement referrals may be made to the facility.

Do-Not-Use Status is used when situations exist which represent a danger to the children in placement which cannot be corrected within a reasonable period of time and the immediate safety of the children in placement cannot be assured or in the event the CONTRACTOR fails to respond appropriately or timely to a corrective action request.

Note: The OHCIS only recommends the placement of a "Do Not Refer" and "Do Not Use" Status. The DCFS Chief Deputy approves the final status.

Termination Hold - In the event either COUNTY or CONTRACTOR terminates this Agreement for convenience or for default, COUNTY shall suspend referrals of children to CONTRACTOR and remove, or cause to be removed, all Placed Children prior to the effective date of termination. In such an event, the procedures described in this exhibit will not occur.

C. CAP Procedures

1. If OHCIS determines the allegation to be substantiated and correctable, corrective action is requested in writing. The CONTRACTOR is required to submit a CAP within 30 calendar days of the written notification (Vendor Notification Letter).

If OHCIS requests immediate action, oral notice is given and is followed up in writing within one business day.

The following child safety issues must be corrected within three (3) calendar days from the date of verbal notification (which will be followed in writing):

- a) Lack of psychotropic medication authorizations
- b) Insufficient and/or inadequate clothing and essentials
- c) Insufficient or poor food
- d) Poor facility or environmental issues, such as sanitation or electrical problems and other situations which are hazardous.

2. The CAP must address each finding made in the Vendor Notification Letter. An appropriate CAP includes an explanation of how corrections have been implemented, and a thorough plan addressing prevention of subsequent violations and/or inappropriate action. Specifically, the CAP must detail the action taken to correct the deficiency and must include an explanation of what actions will take place to ensure that the corrective action is maintained, including timeframes as necessary, and who is responsible for ensuring the action(s) is/are carried out. An addendum will be required if the CAP does not adequately address all issues.
3. Once approved, monitoring of the approved CAP begins. Monitoring will usually last three to six months depending on the nature of the violation. The Monitor is responsible for ensuring the CAP is implemented and maintained. A CAP requires the CONTRACTOR to carry out specific actions within a required time period. The actions may include, but are not necessarily limited to, training, house repairs and insurance acquisition. The act of Monitoring includes, but is not limited, to unannounced visits to the group home facility and/or agency to verify that the corrective action has been completed.
 - a) Once the corrective action has been completed and verified, the CONTRACTOR is notified in writing and the monitoring case is closed.
 - b) A Do Not Refer or Do Not Use Status will be implemented if the requested corrective action is not completed within the agreed upon time.

D. Hold/DNR/DNU Procedures

1. A request is made to place a Hold to prevent any further child placements to the Contract Program Management Chief. The Hold request is made when a DNR or DNU recommendation is likely in order to afford time to effect the Recommendation Conference.
2. A Vendor Notification letter is sent via certified mail within 72 hours upon the placement of Hold. To the extent possible and reasonable, and without interfering with any law enforcement investigation, and consistent with statutes and regulations related to confidentiality, the notification includes the reason for the Hold and/or recommendation, as well as information regarding a WIC 827 Petition. This letter also serves to invite the CONTRACTOR to participate at a scheduled date and time in a Recommendation Conference and includes a deadline for the CONTRACTOR's response.
3. Failure by the CONTRACTOR to respond by the deadline will result in default or waiver by the CONTRACTOR to proceed with the Recommendation Conference.

E. Recommendation Conference Procedures

A Recommendation Conference is an informal meeting with the CONTRACTOR to discuss the investigative and/or administrative findings and an opportunity for the CONTRACTOR to respond to the findings. A Recommendation Conference is held after OHCIS has completed their evaluation of allegations or audit findings. If the facility is on a Hold status, the Recommendation Conference will be held within the 45-day time limit unless CONTRACTOR has waived the time limit (e.g., pursuant to an WIC 827 request). The Recommendation Conference is provided to ensure that the CONTRACTOR has been afforded a process for responding to defending themselves against allegations and airing their grievances.

Due to confidentiality laws, often only general information can be provided during the conference unless a Welfare and Institutions Code Section 827 petition is filed with the Juvenile Court. The CONTRACTOR may choose to seek authorization from the Juvenile Court to access additional documentation and information pertaining to the allegations and to use such documentation and information during the Recommendation Conference. The authorization/approval must be in writing from the Court.

The CONTRACTOR has the right to be represented by counsel and/or to invite a representative. If a non-legal representative is present, DCFS may not be able to disclose all information to the representative, unless approved by the Juvenile Court.

One week prior to the then scheduled Recommendation Conference, the CONTRACTOR has the right to present written evidence in the form of relevant declarations, affidavits, and documents and a written statement intended to be presented during the Recommendation Conference. The CONTRACTOR may also request that the investigator interview any witnesses identified by the CONTRACTOR who have not already been interviewed.

1. The OHCIS Program Director conducts the Recommendation Conference. The investigator and his/her supervisor are present.
2. The Program Director presents the findings. The CONTRACTOR is permitted to respond to each finding. The Investigator may be questioned by the CONTRACTOR/Representative.
3. The Program Director will consider any new information presented in the written statement and information presented during the Recommendation Conference.

Note: If verification of CONTRACTOR's statements, documents, etc. is needed to confirm the CONTRACTOR's position, an extension of the 45-day Hold may be warranted as agreed upon by DCFS and the CONTRACTOR.

4. The Program Director assesses the information presented by the CONTRACTOR and makes a final determination whether to withdraw the recommendation or to

consult with the Contract Program Management Chief with regard to the intended recommendation.

5. If the Division Chief proceeds with the recommendation to place CONTRACTOR on Do Not Refer/Do Not Use Status, a Recommendation Report, including the CONTRACTOR's statement is issued to the DCFS Chief Deputy for final determination. The purpose of the Recommendation Report is to provide the Chief Deputy with sufficient information regarding the case to allow him/her to make a well-informed decision.
6. As applicable, within ten days from the Recommendation Conference, the Recommendation Report will be submitted to the Chief Deputy.
7. Within five business days, the DCFS Chief Deputy approves or denies the Do Not Refer/Do Not Use Status.
8. If approved, the OHCIS notifies the CONTRACTOR of the DCFS Chief Deputy findings, via certified mail within 72 hours of issuance of action.
9. If corrective action is required, the investigation is closed and a monitoring case is opened. A Monitor is assigned to ensure timely and full implementation and maintenance.
10. The Monitor makes unannounced visits to the facility to verify that the corrective actions have been completed and is in full force and effect. Monitoring is closed once action is verified.

FL/sb

EXHIBIT O

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY
SERVICE PROGRAM and CONTRACTOR EMPLOYEE JURY
SERVICE APPLICATION FOR EXCEPTION AND CERTIFICATION
FORM**

Los Angeles County Code Sections 2.203.010 through 2.203.090

“Contractor Employee Jury Service”

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.
- C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county.
- D. “Full time” means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer.
- E. “County” means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence two or more months after the effective date of this chapter. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence two or more months after the effective date of this chapter. (Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A 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 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 employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,
2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT O

**CONTRACTOR EMPLOYEE JURY SERVICE
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For (Type of Goods or Services):		

Complete Part I or Part II below, as appropriate.

Part I - Application for Exception From the Program

I request an exception from the Program for the following reason(s) (check the appropriate box(es) and attach documentation that supports your claim):

- My business does not meet the definition of "contractor," as defined in the Program," because my business has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000 in any 12 month period). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has 10 or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than 10 employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II - Certification of Compliance

My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

**Contractor's Certification of Compliance
with Child, Spousal and Family Support Orders**

_____ do hereby certify that our
(Name of Prospective Contractor)

organization complies with all orders for Child, Spousal, and Family Support and we have complied with all lawfully served wage assignments and notices of assignment.

We understand that failure to implement lawfully served wage assignments or notices of assignment will constitute a default under the contract, which shall subject the contract to termination if such default is not cured within 90 days.

Failure to comply with the above requirement may be cause for debarment.

Print Name and Title of Principal Owner, an Officer, or Manager responsible for submission of the SOQ to the County.

Authorized Signature of Principal Owner, an Officer, or Manager responsible for submission of the SOQ to the County.

Date

Print Name and Title of Principal Owner, an Officer, or Manager responsible for submission of the SOQ to the County.

Authorized Signature of Principal Owner, an Officer, or Manager responsible for submission of the SOQ to the County.

Date

**Contractors Certification of Compliance
with all Federal and State
Employment reporting Requirements**

_____ do hereby certify that our
(Name of Prospective Contractor)

organization complies with all Federal and State reporting requirements related to
Employment Reporting Requirements for our employees.

We understand that failure to comply with Employment Reporting Requirements will
constitute a default under the contract, which shall subject the contract to termination if
such default is not cured within 90 days.

Failure to comply with the above requirement may be cause for debarment.

Print Name and Title of Principal Owner, an Officer, or Manager responsible for submission of the SOQ to
the County.

Authorized Signature of Principal Owner, an Officer, or Manager responsible for submission of the SOQ
to the County.

Date

Print Name and Title of Principal Owner, an Officer, or Manager responsible for submission of the SOQ to
the County.

Authorized Signature of Principal Owner, an Officer, or Manager responsible for submission of the SOQ
to the County.

Date

EXHIBIT Q

**CONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY (EEO)
CERTIFICATION**

EXHIBIT Q

CONTRACTOR'S EEO CERTIFICATION

Contractor's Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with the Section 22001, Administrative Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S CERTIFICATION

- | | | | |
|----|---|---------|--------|
| 1. | The contractor has a written policy statement prohibiting discrimination in all phases of employment. | YES [] | NO [] |
| 2. | The contractor periodically conducts a self-analysis or utilization analysis of its work force. | YES [] | NO [] |
| 3. | The contractor has a system for determining if its employment practices are discriminatory against protected groups. | YES [] | NO [] |
| 4. | Where problem areas are identified in employment practices, the contractor has a system for taking reasonable corrective action to include establishment of goals or time tables. | YES [] | NO [] |

Name of Firm

Name and Title

Authorized Signature

Date

EXHIBIT R

FYI 02-08 QUALITY OF LIFE

F Y I F Y I F Y I F Y I

F O R Y O U R I N F O R M A T I O N

ISSUE 02-08

DATE: 03/02

QUALITY OF LIFE STANDARDS FOR CHILDREN IN OUT-OF-HOME CARE

This release is a guide to help Children's Social Workers in ongoing assessment of quality of life issues for children and youth in out-of-home care. Children Social Workers are asked to review the following quality of life standards with their children and caregivers at the time of placement and to utilize these standards in selecting and monitoring children in out-of-home care placement.

There are times when families are unable to provide a safe environment for children and the Department of Children and Family Services (DCFS) will provide an out-of-home care placement. **DCFS has the responsibility to ensure that such out-of-home care placements are in a safe, temporary home that will provide the support necessary for the child's optimum growth and development.** Placement shall be in the least restrictive, most family-like setting consistent with the best interests and special needs of the child. It is also the responsibility of DCFS to ensure that all out-of-home care providers maintain the highest level of all standards and services detailed in Community Care Licensing regulations, California Code provisions, foster care contracts and/or placement agreements.

Health and Safety

The caregiver shall maintain a clean, healthy and safe home in compliance with Title 22 regulations.

Medical, Dental and Psychiatric Care

Caregivers shall meet the medical needs of the placed child in accordance with the Child Health Disability Prevention Program, Medi-Cal program and Community Care Licensing regulations. The caregiver shall be responsible for facilitating any needed medical, dental and/or psychiatric care for children in out-of-home care.

The Children's Social Worker shall provide the caregiver with the child's Medical and Educational Passport at the time of placement. The caregiver shall maintain the child's Passport updating with relevant information regarding all medical needs identified and services provided, including doctor visits, testing, treatment and immunizations. The caregiver shall provide the updated Passport to the Children's Social Worker at the time the child departs the placement.



If you have any questions regarding this release please e-mail your question to:

Policy@dcfs.co.la.ca.us

Education

The Children's Social Worker will provide the caregiver with the child's Medical and Educational Passport at the time of placement. The caregiver shall maintain the child's Passport updating the relevant information regarding school placement, attendance and performance, academic achievement and, where applicable, an Individual Education Plan (IEP) and/or special education services provided.

The caregiver shall communicate with and work with the school in meeting the educational needs of the placed child in accordance with the needs and services plans and court orders.

Setting Goals and Objectives/Emancipation Planning

The caregiver agrees to provide opportunities to teach the placed child how to set short-term and long-term goals and objectives appropriate to the development of the child. The caregiver shall discuss possible short-term and long-term goals and objectives with the placed child as it relates to his/her needs and services plan, career plans, strengths and interests and educational possibilities to prepare youth for emancipation and adulthood.

Self Esteem

It is the expectation that our caregivers adhere to the Foster Youth Bill of Rights as provided by the California Youth Connection and codified in section 16001.9 of the Welfare and Institutions Code. As part of the needs and services plan, planned activities schedule, and independent living plan, the caregiver shall provide opportunities to encourage the development of the placed child's self esteem and cultural awareness.

Childhood Memories

The caregiver shall encourage and assist each child in creating and updating a life book/photo album. The life book/photo album shall consist of, but not limited to photographs and other items that relate to childhood memories. The caregiver should encourage and assist each child in updating the life book on a regular basis.

Quality of Life Guidelines

In assuring that children and youth in out-of-home care receive the highest quality of care and are enjoying a high quality of life, it is suggested that Children's Social Workers use the following guidelines in assessing quality of life of children and youth in out-of-home care placements.

1. Are the child's personal rights respected? Is s(he) treated with dignity and respect?
2. Is the child placed in the community, or adjacent, to the community where he/she normally lives?
3. Does the child have a sibling in placement, and if so, are they or could they be placed together?
4. Is the child's clothing the correct size and age appropriate? Does the child have sufficient clothing for special occasions?
5. Are the child's meals sufficient, nutritious, varied, and appealing?

6. Is the child succeeding in school? If not, is the child receiving services to enable success?
7. Does the child have the opportunity to participate in extracurricular activities or enrichment programs? Are the child's friends allowed to visit?
8. Does the child receive the sporting equipment necessary (within reason) to participate in desired activities?
9. Is the child transported to social events, job, after-school activities, etc.?
10. Does home provide a stimulating and enriching environment including but not limited to, age-appropriate toys, books, and reference materials (encyclopedias, dictionaries, computer programs)?
11. Is the child offered appropriate therapeutic intervention related to behavior, abuse, or his/her family of origin issues?
12. Does the child receive a regular allowance?
13. Does caregiver actively participate in facilitating contact/visitation with family members as deemed appropriate by court order?
14. Does the child have reasonable access to a telephone? Does the child have sufficient privacy to converse with his or her attorney, CSW, or Court-Appointed Special Advocate (CASA), as appropriate?
15. Is the child given the opportunity to participate in worship or religious services and activities of his/her choice?
16. Are any behavior restrictions and/or assigned chores appropriate to the child's age, maturity level and emotional development?
17. If needed, is the youth offered appropriate services and transportation related to substance abuse or other at-risk behavior?
18. If youth is 14 or older, is emancipation planning being addressed?

EXHIBIT S

SAFELY SURRENDERED BABY LAW

**no shame.
no blame.
no names.**

**now there's a way to
safely surrender your baby**



The Safely Surrendered Baby Law A Confidential Safe Haven For Newborns

In California, the Safely Surrendered Baby Law allows an individual to give up an unwanted infant with no fear of arrest or prosecution for abandonment as long as the baby has not been abused or neglected. The law does not require that names be given when the baby is surrendered. Parents are permitted to bring a baby within 3 days of birth to any hospital emergency room or other designated safe haven in California. The baby will be placed in a foster or pre-adoptive home.

In California, no one ever has to abandon a child again.

**In Los Angeles County:
(877) BABY SAFE
(877) 222-9723
babysafela.org**



State of California
Gray Davis, Governor
Health and Human Services Agency
Grantland Johnson, Secretary
Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles

What is the Safely Surrendered Baby Law?

It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows another person to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

Does a parent have to tell anything to the people taking the baby?

No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a foster or pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

What if a parent wants the baby back?

The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being hurt or killed because they were abandoned.

You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants.

Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

The Eighteenth Safely Surrendered Baby in California

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. This baby was the eighteenth child protected under California's Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

Every baby deserves a chance for a healthy life. If you or someone you know is considering giving up a child, learn about your options.

Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in a hospital emergency room.

Los Angeles County

Safely
Surrendered
Baby
Hotline



(877)BABY SAFE

Toll Free (877) 222-9723

- Call for Information on How to Safely Surrender a Newborn Infant Under the Safely Surrendered Baby Law
- Referrals Provided to Designated Safe Haven Sites
- Referrals Provided to Other Support Services

- Guaranteed Confidentiality
- 7 Days a Week
- 24 Hours a Day
- English and Spanish and 140 Other Languages Spoken



INFO LINE of Los Angeles has been in business since 1981.
INFO LINE of Los Angeles is an AIRS accredited agency.

Calls from the media should be directed to Thelma Bell or Michele Yoder at (626) 350-1841.

EXHIBIT T
OVERPAYMENTS

E060-0530

OVERPAYMENTS

DATE OF ISSUE:	02/19/02
APPLICABLE TO:	All Technical Assistants (TA), Eligibility Workers (EW), Their Eligibility Supervisor (ES) and Human Services Administrator (HSA)
LEGAL BASIS:	WIC 11466.24 State Regulations - Division 45-304
RELATED POLICY RELEASE(S):	Procedural Guide E090-0550 , Financial Authorization Document (FAD), dated 3/27/01
NON CWS/CMS FORM(S):	FAD , Financial Authorization Document Foster Care Overpayment Notice Automated Overpayment Collection System Invoice Automated Overpayment Collection System Statement
CWS/CMS FORM(S):	None
SUPERSEDES AND CANCELS:	Procedural Guide E060-0530 , Foster Care Overpayments, Group Homes and Foster Family Agencies, dated 3/23/99 Management Directive MD 92-14 , Foster Care Overpayments, dated 9/92

Welfare and Institutions Code (WIC) Section 11004 requires that overpayments which occur in public social services programs be collected. Therefore, aid in the form of AFDC-FC provided on behalf of any child placed in a group home or foster family agency is subject to the collection of overpayments when appropriate.

Collection activities for foster parents and relatives are the same except for the "Do Not Refer" process. The collection method, in order of priority, includes voluntary repayment agreement and involuntary collection procedures. Involuntary collection procedures are to be pursued only if the offer of voluntary repayment agreement is rejected or if the caregiver fails to comply with the terms of the voluntary repayment agreement.

A. WHEN: A FAD INDICATES A POTENTIAL OVERPAYMENT

WHO	HOW
Support Staff	<ol style="list-style-type: none"> 1. Fax budget action FADs to the Revenue Enhancement Technical Assistant Lead ES and appropriate Special Operations ES by 9:00 a.m. 2. Fax case/client action FADs to the appropriate regional operations SAAMS Unit.
Lead TA/ES Special Operations ES	<ol style="list-style-type: none"> 1. Receive the FADs. NOTE: The Eligibility Supervisor is responsible for the placement/payment data and must ensure that staff data enters the accurate information. 2. Sort FADs by exception codes. Gather and prepare information for the weekly/monthly management reports. 3. Distribute the FADs to the assigned TA/EW.
TA/EW	<ol style="list-style-type: none"> 1. Receive the FADs. Determine if there is any CODE 9008, New Overpayment Detected. <ol style="list-style-type: none"> a) If there are no FADs CODE 9008, process the FADs per the existing Procedural Guide, E090-0550 Financial Authorization Document (FAD). b) If there are FADs that indicate CODE 9008, proceed with step 2. 2. Review the FAD, CWS/CMS and APPS. Determine if the overpayment is legitimate or invalid. <ol style="list-style-type: none"> a) LEGITIMATE OVERPAYMENT <ol style="list-style-type: none"> 1) Annotate the reason for the overpayment, situation or explanation on the FAD. 2) Fax the FAD, by 1:00 p.m., to the Eligibility Supervisor at Revenue Enhancement Special Operations, Overpayment Recovery Unit at (626) 858-0636. The Overpayment Recovery Unit shall initiate the overpayment collection process.

WHO	HOW
TA/EW	<p>b) INVALID OVERPAYMENT</p> <ol style="list-style-type: none"> 1) Data enter the corrective budget action necessary to eliminate the detected overpayment. Annotate the explanation on the FAD. 2) Fax the FAD, by 1:00 p.m., to the Eligibility Supervisor at Revenue Enhancement Special Operations, Overpayment Recovery Unit at (626) 858-0636. The Overpayment Recovery Unit shall take the appropriate action. <p>3. Forward the FAD indicating the explanation to the ES.</p>
O/P Collection EW	<ol style="list-style-type: none"> 1. Receive the FADs annotated with the explanation and indicating the overpayment is legitimate or invalid. Review the explanation to determine if sufficient information is annotated. <ol style="list-style-type: none"> a) If sufficient information is annotated, proceed with step 2. b) If sufficient information is not annotated, deliver the FAD to the ES. <p data-bbox="594 1094 1466 1199" style="margin-left: 40px;">NOTE: The ES shall review the FAD and deliver it to their HSA I. The Special Operations HSA I shall forward the FAD to the appropriate regional HSA I.</p> 2. Access the APPS and the Automated Overpayment Collection Systems. 3. Review and reconcile the data on the computer systems with the explanation on the FAD. Determine if the explanation is consistent with the data provided. <ol style="list-style-type: none"> a) If the FAD, APPS and the Automated Overpayment Collection System are consistent, proceed with step 4 or 5.
O/P Collection EW	<ol style="list-style-type: none"> b) If the FAD, APPS and the Automated Overpayment Collection System are not consistent, submit the FAD to the ES. <p data-bbox="594 1682 1466 1818" style="margin-left: 40px;">NOTE: The ES shall contact the appropriate ES or TA/EW to obtain consistent information and return the FAD to the O/P Collection EW. When the FAD is returned, proceed with step 4 or 5.</p>

WHO	HOW
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- O/P Collection EW**
4. **INVALID OVERPAYMENT.** An invalid overpayment is caused by a budget coding error. All or part of the overpayment may be invalid.
 - a) **Review** the APPS and Automated Overpayment Collection System. **Determine** if the TA/EW's corrective budget action eliminated the overpayment on APPS.
 - 1) If the corrective budget action eliminated or decreased the overpayment, **data enter** the O/P status code, appropriate adjustment code, and comments on the Automated Overpayment Collection System. If there is a legitimate partial overpayment remaining, **proceed** to step 5.
 - 2) If the corrective budget action did not function or did not eliminate the overpayment, **submit** the FAD to the ES.

NOTE: The ES shall contact the appropriate ES or TA/EW to obtain corrective action and return the FAD to the Overpayment Unit EW.

5. **LEGITIMATE OVERPAYMENT.** If the overpayment is determined to be legitimate, **initiate** the collection process.
 - a) **Access** the APPS and Automated Overpayment Collection System and **enter** the O/P status code, adjustment and comments.
 - b) **Prepare** the invoice and notice. **Send** it to the caregiver.
 - c) **Set** a control for a 30 day response.

NOTE: The caregiver has 30 days to pay the overpayment, enter into a mutually agreed upon repayment plan or provide a written notice of dispute.

B. WHEN: THERE IS AN OVERPAYMENT FOR A FOSTER FAMILY HOME (FFH), RELATIVE HOME, NON-RELATED LEGAL GUARDIAN OR NON-RELATED EXTENDED FAMILY MEMBER

An overpayment is any amount of aid paid which a foster care provider received on behalf of a child to which the provider was not entitled. A provider is not entitled to aid where the provider did not care for the child in his or her home for the period of time for which he or she was paid.

WHO	HOW
O/P Collection EW	<ol style="list-style-type: none"> 1. An overpayment shall not be collected when any of the following conditions exist: <ol style="list-style-type: none"> a) The child is temporarily absent from the provider's home and payment was made to the provider to meet the child's needs. b) The overpayment was exclusively the result of a Department administrative error. c) Neither the Department nor the provider was aware of the information that would establish that the child was not eligible for foster care benefits in the provider's home, or the provider did not have knowledge of, and did not contribute to, the cause of the overpayments. d) The cost of the collection exceeds the amount of the overpayment, i.e., costs which the county shall consider when determining the cost effectiveness to collect are total administrative and personnel costs, legal filing fees, investigative costs, and any other costs which are applicable. <p style="margin-left: 40px;">NOTE: Regulations do not prevent counties from collecting an overpayment that results from the payment of aid paid pending.</p> 2. If it is determined that an overpayment may be collected: <ol style="list-style-type: none"> a) Determine from whom the overpayment may be recovered. <ol style="list-style-type: none"> 1) An overpayment shall only be collected from a provider who actually received the overpayment. Overpayments shall not be collected from subsequent providers who provide care to a child for whom overpayment was assessed. 2) If the child for whom the overpayment was assessed is no longer in the home of the provider, grant adjustment and grant offset shall not be used to recover the amount of the overpayment. This applies even if the provider is caring for other foster care children.
WHO	HOW

O/P Collection EW

- b) **Determine** the appropriate recovery method and the amount to be recovered.

NOTE: Overpayment recovery shall not be initiated when it has been more than a year since the initial determination of an overpayment. The initial determination of the overpayment may occur more than a year after the actual overpayment occurred and recovery shall be sought. The date of determination is controlling, not the date of the actual overpayment.

- 3. **Explain** "voluntary grant offset" to the caregiver who is still providing foster care to the child for whom the overpayment is assessed. If the caregiver is willing to voluntarily repay the overpayment. **Complete** a written agreement with the caregiver indicating the amount of the overpayment and include the repayment schedule. **Ensure** the caregiver signs and dates the agreement.

C. WHEN: GROUP HOME, FOSTER FAMILY HOME, RELATIVE HOME, FOSTER PARENT, NON-RELATED LEGAL GUARDIAN OR NON-RELATED EXTENDED FAMILY MEMBER RESPONDS TO AN OVERPAYMENT NOTICE WITH CASH, CHECK OR MONEY ORDER

Revenue Enhancement has a ‘collections account’ that provides timely deposits of collected revenue and eliminates the risk of loss of funds. This is an interdepartmental collaboration with the Treasurer-Tax Collector and Revenue Enhancement. This account is known as the “Sweep Account for Overpayment Collections.”

WHO	HOW
Deposit EW	<ul style="list-style-type: none">1. Complete the payment control log. Annotate the cross-reference to the group home/FFH/relative/foster parent. Photocopy the check or money order. NOTE: It is illegal to photocopy cash. All cash transactions shall be witnessed and verified by staff with non-vested interest.2. Endorse, by stamping all checks and money orders immediately. If cash is received, ensure that a non-vested designated person witnesses the amount and receipt.

WHO	HOW
Deposit EW	<p>3. Reconcile the payment control log with the cash, checks and/or money orders received.</p> <p>If the list and amounts are not reconciled, proceed with step 2 above until accountability is accomplished.</p> <p>4. Complete and photocopy the deposit permit. Deposit into the “Sweep” account the cash, checks and/or money orders at Bank of America, 2901 Eastland Center Drive, West Covina.</p> <p>NOTE: The “Sweep” account allows local deposits into the Treasurer-Tax Collector’s main deposit account.</p> <p>5. Deliver one copy of the checks, deposit permits, and payment control log to the Reconciliation EW.</p> <p>6. Deliver one copy of the checks, supporting documents and payment control log to the Overpayment Recovery Unit Clerk.</p> <p>NOTE: The Unit Clerk will enter amounts on a cash register and post payments to the Automated Overpayment Collection System. The Unit Clerk will forward the copy of the checks, supporting documents and payment control log to the appropriate O/P Collection EW.</p>
Reconciliation EW	<p>1. Receive a copy of the checks, deposit permits and Treasurer Tax Collector deposit confirmation.</p> <p>NOTE: The Treasurer-Tax Collector will send the deposit confirmation to Revenue Enhancement monthly. This deposit confirmation is a record of the “Sweep” account activity.</p> <p>2. Reconcile the deposit permits with the deposit confirmation.</p> <p>a) If the permits and confirmation are reconciled and accurate, file for record retention.</p> <p>b) If the permits and confirmation are not reconciled or accurate, notify the Overpayment Recovery Unit ES.</p>

WHO	HOW
Reconciliation EW	<ol style="list-style-type: none"> 3. Receive the Bank of America “Sweep” account monthly bank statement and DCFS Finance Section monthly report. 4. Reconcile bank statement with reports. <ol style="list-style-type: none"> a) If the bank statement and report are reconciled and accurate, file for record retention. b) If the bank statement and report are not reconciled and accurate, notify the Overpayment Recovery Unit ES.
Overpayment Recovery Unit ES	<ol style="list-style-type: none"> 1. Receive the monthly bank statement or reconciliation discrepancy statement. 2. Research and investigate all discrepancies. If the discrepancy cannot be resolved within the bank statement period, continue to monitor the reconciliation. Report discrepancies to the HSA I. 3. When the bank statement is reconciled, sign and date the reconciliation. Ensure that all appropriate approval level signatures are included. 4. File the bank statement reconciliation. Retain for record keeping as appropriate for an audit or no more than five years.
Quality Assurance ES	<ol style="list-style-type: none"> 1. Conduct a random sampling of all Overpayment Recover Unit activities. 2. Complete a report of the findings. Deliver the report to the HSA I.
D. WHEN:	GROUP HOME, FOSTER FAMILY HOME, RELATIVE HOME, FOSTER PARENT, NON-RELATED LEGAL GUARDIAN OR NON-RELATED EXTENDED FAMILY MEMBER RESPONDS TO AN OVERPAYMENT NOTICE WITH A WRITTEN REPAYMENT PLAN OR DISPUTE

WHO	HOW
O/P Collection EW	<ol style="list-style-type: none"> 1. When a mutually agreed upon repayment plan is received: <ol style="list-style-type: none"> a) Access the Automated Overpayment Collection System and review the specific ledger and statement.

WHO	HOW
O/P Collection EW	<ul style="list-style-type: none"> b) Enter the status, and comments. c) Set a control for the effective date of the first payment. <p>NOTE: If the group home or FFA is not paying according to the agreement, contact the HSA I to determine if a written dispute was received by the Division Chief. If there is no written dispute, proceed with an administrative hold.</p> <ul style="list-style-type: none"> 2. When a written dispute is received: <ul style="list-style-type: none"> a) Access the Automated Overpayment Collection System and enter the status, and comments. b) Obtain the supporting documentation. c) Send the written dispute, response and supporting documentation to the ES for review. <p>NOTE: The ES shall forward the response to the HSA III/Division Chief for approval. The Division Chief will provide a final written response to the dispute within 30 days. If the provider disagrees with the response, the provider may submit a written appeal to the Department Director. The Department Director will provide a written response to the appeal within 30 days.</p> <ul style="list-style-type: none"> d) Ensure that all overpayment collection activity is suspended until the appeal/dispute process is completed.
E. WHEN:	NO RESPONSE IS RECEIVED FROM A GROUP HOME, FOSTER FAMILY HOME, RELATIVE HOME, FOSTER PARENT, NON-RELATED LEGAL GUARDIAN OR NON-RELATED EXTENDED FAMILY MEMBER

WHO	HOW
O/P Collection EW	<ul style="list-style-type: none"> 1. At the control date, if the provider does not return the overpayment, enter into a mutually agreed-upon repayment plan, or provide a written dispute: 2. Call the agency in an attempt to resolve payment issue.

WHO	HOW
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O/P Collection EW

3. If payment issue is not resolved, prepare a recommendation to place the home on "Do Not Refer."
4. **Submit** to the HSA I/III for approval process to the Director of DCFS.
5. Once approved, **complete** a letter of notification specifically addressed to the agency stating that the group home/FFA will be placed on "Do Not Refer" status in 24 hours. Fax the notification to the group home/FFA.
 - a) If the group home/FFA submits payment within 24-hours, **update** the Automated Overpayment Collection System. **Refer** to Section B or C above.
 - b) If there is no response after 24-hours from the group home/FFA, **deliver** a photocopy of the "Do Not Refer" notification to the Resource Management Unit.

NOTE: When the entire overpayment or agreed upon payments are received, the group home/FFA shall be removed from the "Do Not Refer" status.

**Overpayment
Recovery Unit ES**

1. **Receive** confirmation that the group home/FFA is placed on "Do Not Refer" status.
2. **Update** the list of group homes/FFAs that are on administrative hold as a result of an outstanding overpayment.
3. **Deliver** the list to the HSA I on a weekly basis.
4. **Send** a confirmation photocopy to:
 - a) HSA I
 - b) HSA III
 - c) Division Chief
 - d) Probation Department Placement Section, if the group home/FFA is a Probation facility.
5. **Download** the APPS budget actions on a weekly basis. **Prepare** the following weekly reports. **Submit** the reports to the HSA I.

WHO

HOW

**Overpayment
Recovery Unit ES**

- a) Overpayment Collections Activity
 - b) Homes on Administrative “Do Not Refer” Hold
 - c) FAD Exception Distribution
 - d) Overpayment Invoices created/initiated
 - e) Account Receivable by GroupHome/FFA
6. **Upload** the monthly overpayment activity. **Prepare** the overpayment processing monthly management report. **Submit** to the HSA I. **Include** the number of:
- a) Legitimate overpayments
 - b) Invalid overpayments
 - c) Resolved overpayments
 - d) Collected overpayments
 - e) Total amount of overpayments
7. **Prepare** ‘ad hoc’ reports as needed.
8. **Review** dispute response letters. **Control** the signed dispute letters for appropriate action.
9. **Prepare** a monthly list of “write-offs.” **Include** on the list accounts determined as:
- a) Not administratively feasible to collect
 - b) No authority for collection. (i.e., foster parents and relatives prior to January, 1999)
10. **Send** the list to the Treasure-Tax Collector for approval.

NOTE: In the event that a refund must be made, a "Trust Warrant Requisition" is completed and sent to the General Claims Section at the Hall of Administration for reimbursement to the caregiver.

EXHIBIT U

GROUP HOME PROGRAM COST REPORT (SR 3)

EXHIBIT V

HEALTH AND SAFETY CODE, SECTIONS 1180-1180.6

HEALTH AND SAFETY CODE SECTION 1180-1180.6

1180. (a) The California Health and Human Services Agency, in accordance with their mission, shall provide the leadership and coordination necessary to reduce the use of seclusion and behavioral restraints in facilities that are licensed, certified, or monitored by departments that fall within its jurisdiction.

(b) The agency may make recommendations to the Legislature for additional facilities, or for additional units or departments within facilities, that should be included within the requirements of this division in the future, including, but not limited to, emergency rooms.

(c) At the request of the secretary, the involved state departments shall provide information regarding existing training protocols and requirements related to the utilization of seclusion and behavioral restraints by direct care staff who work in facilities within their jurisdiction. All involved state departments shall cooperate in implementing any training protocols established pursuant to this division. It is the intent of the Legislature that training protocols developed pursuant to this division be incorporated into existing training requirements and opportunities. It is further the intent of the Legislature that, to the extent feasible, the training protocols developed pursuant to Section 1180.2 be utilized in the development of training protocols developed pursuant to Section 1180.3.

(d) The secretary, or his or her designee, is encouraged to pursue federal and private funding to support the development of a training protocol that can be incorporated into the existing training activities for direct care staff conducted by the state, facilities, and educational institutions in order to reduce the use of seclusion and behavioral restraints.

(e) The secretary or his or her designee shall make recommendations to the Legislature on how to best assess the impact of serious staff injuries sustained during the use of seclusion or behavioral restraints, on staffing costs, and on workers' compensation claims and costs.

(f) The agency shall not be required to implement this section if implementation cannot be achieved within existing resources, unless additional funding for this purpose becomes available. The agency and involved departments may incrementally implement this section in order to accomplish its goals within existing resources, through the use of federal or private funding, or upon the subsequent appropriation of funds by the Legislature for this purpose, or all of these.

1180.1. For purposes of this division, the following definitions apply:

(a) "Behavioral restraint" means "mechanical restraint" or "physical restraint" as defined in this section, used as an intervention when a person presents an immediate danger to self or to others. It does not include restraints used for medical purposes, including, but not limited to, securing an intravenous needle or immobilizing a person for a surgical procedure, or postural restraints, or devices used to prevent injury or to improve a person's mobility and independent functioning rather than to restrict

movement.

(b) "Containment" means a brief physical restraint of a person for the purpose of effectively gaining quick control of a person who is aggressive or agitated or who is a danger to self or others.

(c) "Mechanical restraint" means the use of a mechanical device, material, or equipment attached or adjacent to the person's body that he or she cannot easily remove and that restricts the freedom of movement of all or part of a person's body or restricts normal access to the person's body, and that is used as a behavioral restraint.

(d) "Physical restraint" means the use of a manual hold to restrict freedom of movement of all or part of a person's body, or to restrict normal access to the person's body, and that is used as a behavioral restraint. "Physical restraint" is any staff-to-person physical contact in which the person unwillingly participates. "Physical restraint" does not include briefly holding a person without undue force in order to calm or comfort, or physical contact intended to gently assist a person in performing tasks or to guide or assist a person from one area to another.

(e) "Seclusion" means the involuntary confinement of a person alone in a room or an area from which the person is physically prevented from leaving. "Seclusion" does not include a "timeout," as defined in regulations relating to facilities operated by the State Department of Developmental Services.

(f) "Secretary" means the Secretary of the California Health and Human Services Agency.

(g) "Serious injury" means any significant impairment of the physical condition as determined by qualified medical personnel, and includes, but is not limited to, burns, lacerations, bone fractures, substantial hematoma, or injuries to internal organs.

1180.2. (a) This section shall apply to the state hospitals operated by the State Department of Mental Health and facilities operated by the State Department of Developmental Services that utilize seclusion or behavioral restraints.

(b) The State Department of Mental Health and the State Department of Developmental Services shall develop technical assistance and training programs to support the efforts of facilities described in subdivision (a) to reduce or eliminate the use of seclusion and behavioral restraints in those facilities.

(c) Technical assistance and training programs should be designed with the input of stakeholders, including clients and direct care staff, and should be based on best practices that lead to the avoidance of the use of seclusion and behavioral restraints, including, but not limited to, all of the following:

(1) Conducting an intake assessment that is consistent with facility policies and that includes issues specific to the use of seclusion and behavioral restraints as specified in Section 1180.4.

(2) Utilizing strategies to engage clients collaboratively in assessment, avoidance, and management of crisis situations in order to prevent incidents of the use of seclusion and behavioral restraints.

(3) Recognizing and responding appropriately to underlying reasons for escalating behavior.

(4) Utilizing conflict resolution, effective communication, deescalation, and client-centered problem solving strategies that diffuse and safely resolve emerging crisis situations.

(5) Individual treatment planning that identifies risk factors, positive early intervention strategies, and strategies to minimize time spent in seclusion or behavioral restraints. Individual treatment planning should include input from the person affected.

(6) While minimizing the duration of time spent in seclusion or behavioral restraints, using strategies to mitigate the emotional and physical discomfort and ensure the safety of the person involved in seclusion or behavioral restraints, including input from the person about what would alleviate his or her distress.

(7) Training in conducting an effective debriefing meeting as specified in Section 1180.5, including the appropriate persons to involve, the voluntary participation of the person who has been in seclusion or behavioral restraints, and strategic interventions to engage affected persons in the process. The training should include strategies that result in maximum participation and comfort for the involved parties to identify factors that lead to the use of seclusion and behavioral restraints and factors that would reduce the likelihood of future incidents.

(d) (1) The State Department of Mental Health and the State Department of Developmental Services shall take steps to establish a system of mandatory, consistent, timely, and publicly accessible data collection regarding the use of seclusion and behavioral restraints in facilities described in this section. It is the intent of the Legislature that data be compiled in a manner that allows for standard statistical comparison.

(2) The State Department of Mental Health and the State Department of Developmental Services shall develop a mechanism for making this information publicly available on the Internet.

(3) Data collected pursuant to this section shall include all of the following:

(A) The number of deaths that occur while persons are in seclusion or behavioral restraints, or where it is reasonable to assume that a death was proximately related to the use of seclusion or behavioral restraints.

(B) The number of serious injuries sustained by persons while in seclusion or subject to behavioral restraints.

(C) The number of serious injuries sustained by staff that occur during the use of seclusion or behavioral restraints.

(D) The number of incidents of seclusion.

(E) The number of incidents of use of behavioral restraints.

(F) The duration of time spent per incident in seclusion.

(G) The duration of time spent per incident subject to behavioral restraints.

(H) The number of times an involuntary emergency medication is used to control behavior, as defined by the State Department of Mental Health.

(e) A facility described in subdivision (a) shall report each death or serious injury of a person occurring during, or related to, the use of seclusion or behavioral restraints. This report shall be made to the agency designated in subdivision (h) of Section 4900 of the Welfare and Institutions Code no later than the close of the business day following the death or injury. The report shall include the encrypted identifier of the person involved, and the name, street address, and telephone number of the facility.

1180.3. (a) This section shall apply to psychiatric units of

general acute care hospitals, acute psychiatric hospitals, psychiatric health facilities, crisis stabilization units, community treatment facilities, group homes, skilled nursing facilities, intermediate care facilities, community care facilities, and mental health rehabilitation centers.

(b) (1) The secretary or his or her designee shall develop technical assistance and training programs to support the efforts of facilities to reduce or eliminate the use of seclusion and behavioral restraints in those facilities that utilize them.

(2) Technical assistance and training programs should be designed with the input of stakeholders, including clients and direct care staff, and should be based on best practices that lead to the avoidance of the use of seclusion and behavioral restraints. In order to avoid redundancies and to promote consistency across various types of facilities, it is the intent of the Legislature that the technical assistance and training program, to the extent possible, be based on that developed pursuant to Section 1180.2.

(c) (1) The secretary or his or her designee shall take steps to establish a system of mandatory, consistent, timely, and publicly accessible data collection regarding the use of seclusion and behavioral restraints in all facilities described in subdivision (a) that utilize seclusion and behavioral restraints. In determining a system of data collection, the secretary should utilize existing efforts, and direct new or ongoing efforts, of associated state departments to revise or improve their data collection systems. The secretary or his or her designee shall make recommendations for a mechanism to ensure compliance by facilities, including, but not limited to, penalties for failure to report in a timely manner. It is the intent of the Legislature that data be compiled in a manner that allows for standard statistical comparison and be maintained for each facility subject to reporting requirements for the use of seclusion and behavioral restraints.

(2) The secretary shall develop a mechanism for making this information, as it becomes available, publicly available on the Internet. For data currently being collected, this paragraph shall be implemented as soon as it reasonably can be achieved within existing resources. As new reporting requirements are developed and result in additional data becoming available, this additional data shall be included in the data publicly available on the Internet pursuant to this paragraph.

(3) At the direction of the secretary, the departments shall cooperate and share resources for developing uniform reporting for all facilities. Uniform reporting of seclusion and behavioral restraint utilization information shall, to the extent possible, be incorporated into existing reporting requirements for facilities described in subdivision (a).

(4) Data collected pursuant to this subdivision shall include all of the data described in paragraph (3) of subdivision (d) of Section 1180.2.

(5) The secretary or his or her designee shall work with the state departments that have responsibility for oversight of the use of seclusion and behavioral restraints to review and eliminate redundancies and outdated requirements in the reporting of data on the use of seclusion and behavioral restraints in order to ensure cost-effectiveness.

(d) Neither the agency nor any department shall be required to implement this section if implementation cannot be achieved within

existing resources, unless additional funding for this purpose becomes available. The agency and involved departments may incrementally implement this section in order to accomplish its goals within existing resources, through the use of federal or private funding, or upon the subsequent appropriation of funds by the Legislature for this purpose, or all of these.

1180.4. (a) A facility described in subdivision (a) of Section 1180.2 or subdivision (a) of Section 1180.3 shall conduct an initial assessment of each person prior to a placement decision or upon admission to the facility, or as soon thereafter as possible. This assessment shall include input from the person and from someone whom he or she desires to be present, such as a family member, significant other, or authorized representative designated by the person, and if the desired third party can be present at the time of admission. This assessment shall also include, based on the information available at the time of initial assessment, all of the following:

(1) A person's advance directive regarding deescalation or the use of seclusion or behavioral restraints.

(2) Identification of early warning signs, triggers, and precipitants that cause a person to escalate, and identification of the earliest precipitant of aggression for persons with a known or suspected history of aggressiveness, or persons who are currently aggressive.

(3) Techniques, methods, or tools that would help the person control his or her behavior.

(4) Preexisting medical conditions or any physical disabilities or limitations that would place the person at greater risk during restraint or seclusion.

(5) Any trauma history, including any history of sexual or physical abuse that the affected person feels is relevant.

(b) A facility described in subdivision (a) of Section 1180.2 or subdivision (a) of Section 1180.3 may use seclusion or behavioral restraints for behavioral emergencies only when a person's behavior presents an imminent danger of serious harm to self or others.

(c) A facility described in subdivision (a) of Section 1180.2 or subdivision (a) of Section 1180.3 may not use either of the following:

(1) A physical restraint or containment technique that obstructs a person's respiratory airway or impairs the person's breathing or respiratory capacity, including techniques in which a staff member places pressure on a person's back or places his or her body weight against the person's torso or back.

(2) A pillow, blanket, or other item covering the person's face as part of a physical or mechanical restraint or containment process.

(d) A facility described in subdivision (a) of Section 1180.2 or subdivision (a) of Section 1180.3 may not use physical or mechanical restraint or containment on a person who has a known medical or physical condition, and where there is reason to believe that the use would endanger the person's life or seriously exacerbate the person's medical condition.

(e) (1) A facility described in subdivision (a) of Section 1180.2 or subdivision (a) of Section 1180.3 may not use prone mechanical restraint on a person at risk for positional asphyxiation as a result of one of the following risk factors that are known to the provider:

- (A) Obesity.
- (B) Pregnancy.
- (C) Agitated delirium or excited delirium syndromes.
- (D) Cocaine, methamphetamine, or alcohol intoxication.
- (E) Exposure to pepper spray.
- (F) Preexisting heart disease, including, but not limited to, an enlarged heart or other cardiovascular disorders.
- (G) Respiratory conditions, including emphysema, bronchitis, or asthma.

(2) Paragraph (1) shall not apply when written authorization has been provided by a physician, made to accommodate a person's stated preference for the prone position or because the physician judges other clinical risks to take precedence. The written authorization may not be a standing order, and shall be evaluated on a case-by-case basis by the physician.

(f) A facility described in subdivision (a) of Section 1180.2 or subdivision (a) of Section 1180.3 shall avoid the deliberate use of prone containment techniques whenever possible, utilizing the best practices in early intervention techniques, such as deescalation. If prone containment techniques are used in an emergency situation, a staff member shall observe the person for any signs of physical duress throughout the use of prone containment. Whenever possible, the staff member monitoring the person shall not be involved in restraining the person.

(g) A facility described in subdivision (a) of Section 1180.2 or subdivision (a) of Section 1180.3 may not place a person in a facedown position with the person's hands held or restrained behind the person's back.

(h) A facility described in subdivision (a) of Section 1180.2 or subdivision (a) of Section 1180.3 may not use physical restraint or containment as an extended procedure.

(i) A facility described in subdivision (a) of Section 1180.2 or subdivision (a) of Section 1180.3 shall keep under constant, face-to-face human observation a person who is in seclusion and in any type of behavioral restraint at the same time. Observation by means of video camera may be utilized only in facilities that are already permitted to use video monitoring under federal regulations specific to that facility.

(j) A facility described in subdivision (a) of Section 1180.2 or subdivision (a) of Section 1180.3 shall afford to persons who are restrained the least restrictive alternative and the maximum freedom of movement, while ensuring the physical safety of the person and others, and shall use the least number of restraint points.

(k) A person in a facility described in subdivision (a) of Section 1180.2 and subdivision (a) of Section 1180.3 has the right to be free from the use of seclusion and behavioral restraints of any form imposed as a means of coercion, discipline, convenience, or retaliation by staff. This right includes, but is not limited to, the right to be free from the use of a drug used in order to control behavior or to restrict the person's freedom of movement, if that drug is not a standard treatment for the person's medical or psychiatric condition.

1180.5. (a) A facility described in subdivision (a) of Section 1180.2 or subdivision (a) of Section 1180.3 shall conduct a clinical and quality review for each episode of the use of seclusion or

behavioral restraints.

(b) A facility described in subdivision (a) of Section 1180.2 or subdivision (a) of Section 1180.3 shall, as quickly as possible but no later than 24 hours after the use of seclusion or behavioral restraints, conduct a debriefing regarding the incident with the person, and, if the person requests it, the person's family member, domestic partner, significant other, or authorized representative, if the desired third party can be present at the time of the debriefing at no cost to the facility, as well as with the staff members involved in the incident, if reasonably available, and a supervisor, to discuss how to avoid a similar incident in the future. The person's participation in the debriefing shall be voluntary. The purposes of the debriefing shall be to do all of the following:

(1) Assist the person to identify the precipitant of the incident, and suggest methods of more safely and constructively responding to the incident.

(2) Assist the staff to understand the precipitants to the incident, and to develop alternative methods of helping the person avoid or cope with those incidents.

(3) Help treatment team staff devise treatment interventions to address the root cause of the incident and its consequences, and to modify the treatment plan.

(4) Help assess whether the intervention was necessary and whether it was implemented in a manner consistent with staff training and facility policies.

(c) The facility shall, in the debriefing, provide both the person and staff the opportunity to discuss the circumstances resulting in the use of seclusion or behavioral restraints, and strategies to be used by the staff, the person, or others that could prevent the future use of seclusion or behavioral restraints.

(d) The facility staff shall document in the person's record that the debriefing session took place and any changes to the person's treatment plan that resulted from the debriefing.

1180.6. The State Department of Health Services, the State Department of Mental Health, the State Department of Social Services, and the State Department of Developmental Services shall annually provide information to the Legislature, during Senate and Assembly budget committee hearings, about the progress made in implementing this division. This information shall include the progress of implementation and barriers to achieving full implementation.

EXHIBIT W

PROBATION QUARTERLY REPORT FORMAT

Los Angeles County Probation Department Placement Quarterly Report

Minor's Name:	DPO Name:
D.O.B: / AGE:	Area Office:
P.O.B (Place of Birth):	Phone:
SSN#:	Reporting Period:
Legal Status:	Adm. Date:
Current Residence:	
Case Goal:	<input type="checkbox"/> Family Reunification <input type="checkbox"/> Relative Placement <input type="checkbox"/> Long-Term Foster Care <input type="checkbox"/> Emancipation
Presenting Problems:	

Areas of Strength:	<input type="checkbox"/> Family Support <input type="checkbox"/> Good Peer Relationship <input type="checkbox"/> Intelligence <input type="checkbox"/> Other
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Adjustment to Placement (please summarize the last 3 months)	
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Month -	
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Month -	
---------	--

Month -	
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Los Angeles County Probation Department Placement Quarterly Report

Education					
Name of School:					
Address of School:					
Grade:		Attendance:		GPA:	
Reading Level:		Math Level:		Credits Earned:	
Total Credits:		Anticipated High School Graduation (GED) Date:			
		1 month Prior to 19 th B-Day <input type="checkbox"/> Yes <input type="checkbox"/> No			
<input type="checkbox"/> Credit check w/ completed credits & required credits for graduation attached .		<input type="checkbox"/> Copy of transcripts attached .			
<input type="checkbox"/> Most recent report card attached / or					
<input type="checkbox"/> Most recent grades are:					
<input type="checkbox"/> Referred to Special Ed	IEP: <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Most recent attached	Date:		

▪ Vocational Training:

School Behavior	Academic Progress
Strengths and Weaknesses:	

Post High School Plan / Alternative
<input type="checkbox"/> College <input type="checkbox"/> Military <input type="checkbox"/> Vocational Training <input type="checkbox"/> Other:

Medical / Physical Information			
Name of Doctor:		Name of Dentist:	
Address:		Address:	
Telephone:		Telephone:	

Medical #	Medical # of private insurance
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Los Angeles County Probation Department Placement Quarterly Report

Date	Doctor	Purpose	DX	RX

Medication	Dosage	Frequency

Medical Concerns or Problems: _____

Health status: _____

Dental status: _____

Visual status: _____

List injuries sustained, if any: _____

Next Doctor appointment:	
Next Dental appointment:	

- Immunization record attached
 Juvenile Hall Discharge Summary attached

Group Home Services Provided

- Individual Counseling
- Substance Abuse
- Group Counseling
- Anger Management
- Sex – Offender
- Independent Living Skills
- Recreational Therapy

Date	Type	Name of Case manager / Social Worker/Group Leader	Degree or License

Los Angeles County Probation Department Placement Quarterly Report

▪ **Family Treatment:**

Number of sessions:		Reunification timeline:	
Dates of sessions:			
Participants:			
Goals:			

Progress toward goals:	
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Attach a copy of any evaluations completed this quarter and mental health referrals

Psychiatric / Emotional Issues:	Psychiatric Medication:

- Copy of Psychological Evaluation **attached**
- Updated Health and Education Passport on file**

ILP Services Provided

Delivered Services

Activity:	
Progress:	
Completion date:	

Planned Services

Activity:	
Start date:	
Completion date:	

Violation of Probation and Placement Response:

Restitution Plan and Status Update:

Los Angeles County Probation Department Placement Quarterly Report

Are there any SIRS to report? <input type="checkbox"/> Yes <input type="checkbox"/> No	Community Service:
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Savings Account? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, amount \$	Source of Income:
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Employment Information:

Discharge Permanency Plan	
Projected date of return to parent / guardian:	
Projected date of program completion:	<input type="checkbox"/> 3 months <input type="checkbox"/> 6 months <input type="checkbox"/> 9 months
Projected date of completion of Case Plan objectives:	

Discharge Outcome and Placement Stability Report

EXHIBIT X

Group Home:

Period Covering:

___ To ___

DISCHARGE INFORMATION				TRACKING OF STABILITY					
Child's Name	Case Number	Date of Replacement	Reason for Replacement	30 Days	60 Days	90 Days	120 Days	150 Days	180 Days
			<input type="checkbox"/> Replacement <input type="checkbox"/> <input type="checkbox"/> Reunification <input type="checkbox"/> Adoption <input type="checkbox"/> <input type="checkbox"/> Guardianship <input type="checkbox"/> Higher Level of Care <input type="checkbox"/> Age of Majority <input type="checkbox"/> <input type="checkbox"/> Transitional Living <input type="checkbox"/> Absent W/Out Leave <input type="checkbox"/> County Dec. <input type="checkbox"/> Court Decision	<input type="checkbox"/> Stable <input type="checkbox"/> Replaced					
			<input type="checkbox"/> Replacement <input type="checkbox"/> <input type="checkbox"/> Reunification <input type="checkbox"/> Adoption <input type="checkbox"/> <input type="checkbox"/> Guardianship <input type="checkbox"/> Higher Level of Care <input type="checkbox"/> Age of Majority <input type="checkbox"/> <input type="checkbox"/> Transitional Living <input type="checkbox"/> Absent W/Out Leave <input type="checkbox"/> County Dec. <input type="checkbox"/> Court Decision	<input type="checkbox"/> Stable <input type="checkbox"/> Replaced					
			<input type="checkbox"/> Replacement <input type="checkbox"/> <input type="checkbox"/> Reunification <input type="checkbox"/> Adoption <input type="checkbox"/> <input type="checkbox"/> Guardianship <input type="checkbox"/> Higher Level of Care <input type="checkbox"/> Age of Majority <input type="checkbox"/> <input type="checkbox"/> Transitional Living <input type="checkbox"/> Absent W/Out Leave <input type="checkbox"/> County Dec. <input type="checkbox"/> Court Decision	<input type="checkbox"/> Stable <input type="checkbox"/> Replaced					
			<input type="checkbox"/> Replacement <input type="checkbox"/> <input type="checkbox"/> Reunification <input type="checkbox"/> Adoption <input type="checkbox"/> <input type="checkbox"/> Guardianship <input type="checkbox"/> Higher Level of Care <input type="checkbox"/> Age of Majority <input type="checkbox"/> <input type="checkbox"/> Transitional Living <input type="checkbox"/> Absent W/Out Leave <input type="checkbox"/> County Dec. <input type="checkbox"/> Court Decision	<input type="checkbox"/> Stable <input type="checkbox"/> Replaced					
			<input type="checkbox"/> Replacement <input type="checkbox"/> <input type="checkbox"/> Reunification <input type="checkbox"/> Adoption <input type="checkbox"/> <input type="checkbox"/> Guardianship <input type="checkbox"/> Higher Level of Care <input type="checkbox"/> Age of Majority <input type="checkbox"/> <input type="checkbox"/> Transitional Living <input type="checkbox"/> Absent W/Out Leave <input type="checkbox"/> County Dec. <input type="checkbox"/> Court Decision	<input type="checkbox"/> Stable <input type="checkbox"/> Replaced					
			<input type="checkbox"/> Replacement <input type="checkbox"/> <input type="checkbox"/> Reunification <input type="checkbox"/> Adoption <input type="checkbox"/> <input type="checkbox"/> Guardianship <input type="checkbox"/> Higher Level of Care <input type="checkbox"/> Age of Majority <input type="checkbox"/> <input type="checkbox"/> Transitional Living <input type="checkbox"/> Absent W/Out Leave <input type="checkbox"/> County Dec. <input type="checkbox"/> Court Decision	<input type="checkbox"/> Stable <input type="checkbox"/> Replaced					
			<input type="checkbox"/> Replacement <input type="checkbox"/> <input type="checkbox"/> Reunification <input type="checkbox"/> Adoption <input type="checkbox"/> <input type="checkbox"/> Guardianship <input type="checkbox"/> Higher Level of Care <input type="checkbox"/> Age of Majority <input type="checkbox"/> <input type="checkbox"/> Transitional Living <input type="checkbox"/> Absent W/Out Leave <input type="checkbox"/> County Dec. <input type="checkbox"/> Court Decision	<input type="checkbox"/> Stable <input type="checkbox"/> Replaced					
			<input type="checkbox"/> Replacement <input type="checkbox"/> <input type="checkbox"/> Reunification <input type="checkbox"/> Adoption <input type="checkbox"/> <input type="checkbox"/> Guardianship <input type="checkbox"/> Higher Level of Care <input type="checkbox"/> Age of Majority <input type="checkbox"/> <input type="checkbox"/> Transitional Living <input type="checkbox"/> Absent W/Out Leave <input type="checkbox"/> County Dec. <input type="checkbox"/> Court Decision	<input type="checkbox"/> Stable <input type="checkbox"/> Replaced					

(Please make additional copies of this form if necessary.)

EXHIBIT Y

TARGET POPULATIONS WITH CORRESPONDING RATE CLASSIFICATION LEVELS

TARGET POPULATIONS WITH CORRESPONDING RATE CLASSIFICATION LEVELS

The target population described below are general in nature and are not intended to be narrow, inflexible definitions of the only children that might be appropriate for GH programs at a particular RCL.

THE TARGET POPULATION FOR RCL 4, 5, OR 6 PROGRAMS ARE PROBATION CHILDREN WHO:

- ❑ have a history of incorrigibility and/or have exhibited delinquent-type behaviors;
- ❑ require social work and/or mental health treatment services; and
- ❑ require a structured program and closer supervision than is usually provided in a relative or foster family home setting.

THE TARGET POPULATION for RCL 7, 8, or 9 PROGRAMS ARE CHILDREN WHO:

- ❑ require a structured program and closer supervision than is usually provided in a relative or foster family home setting; or
- ❑ have significant emotional and behavioral problems, which may include delinquent behavior;
- ❑ require social work and mental health treatment services;
- ❑ require behavioral intervention;

A typical child for RCL 7, 8, or 9 programs might be described as someone who: (1) has a history of refusal to attend school or follow house rules, running away, impulsive behavior, or damaging property; (2) has a psychiatric diagnosis of Attention-Deficit/Hyperactivity Disorder (ADHD), Depressive Disorder, or Conduct Disorder; and (3) may require psychotropic medication management, tutoring, or special education services.

THE TARGET POPULATIONS FOR RCL 10, 11 OR 12 PROGRAMS ARE CHILDREN WHO:

- ❑ have a severe emotional disorder and severe behavioral problems, which may include delinquent behavior, being a victim of past sexual abuse, and being a sexual perpetrator;
- ❑ require extensive social work and mental health treatment services;
- ❑ require behavioral intervention; and
- ❑ require intense supervision.

A typical child for RCL 10, 11, or 12 programs might be described as someone who, in addition to all of the problems noted in PART D, SOW, Part B, TARGET POPULATIONS, Section 2.0: (1) has a history of refusal to attend school and/or participate in treatment program(s) and engaging in high-risk behaviors such as verbal and physical threats to peers and staff, assaultiveness, and/or drug use; (2) has a psychiatric diagnosis of Oppositional Defiance Disorder, Bi-polar Disorder, or Post-Traumatic Stress Disorder; (3) may require short acute psychiatric hospitalization for stabilization, psychotropic medication management, tutoring, and/or intensive special education services; (4) is 16-17 years old, and lack the educational, employment, and/or life skills required for independent living; (5) abuse controlled substances; and (6) is both Severely Emotionally Disturbed and Developmentally Disabled.

THE TARGET POPULATION AND ADDITIONAL REQUIREMENTS FOR THE RCL 11 OR ABOVE TO PROVIDE A GROUP HOME EMERGENCY CARE PROGRAM ARE TO:

- ❑ provide emergency care for Placed Children 12-17 years old for 30 days or less;
- ❑ provide intake services 24 hours per day, seven days per week; and
- ❑ provide a diagnostic assessment that includes specific recommendations for the long-term or permanent placement.

THE TARGET POPULATION FOR RCL 14 PROGRAMS ARE CHILDREN WHO:

- ❑ are Seriously Emotionally Disturbed (*State regulations require that the Interagency Placement Committee certify each AFDC-FC child is Seriously Emotionally Disturbed and in need of RCL 14 mental health Services as part of the intake process. It must also re-evaluate each child at least every six months to determine whether or not RCL 14 mental health Services are still needed.*);
- ❑ require intensive social work and mental health treatment services;
- ❑ require frequent behavioral intervention; and
- ❑ require very intense supervision.

A typical child for RCL 14 programs might be described as someone who: (1) has a history of a persistent and serious emotional disorder and engaging in high-risk behaviors such as running away, indiscriminate sexual activity, verbal and physical threats and/or assaultiveness to peers and staff, drug use, and suicidal ideation and/or attempts; and (2) has a psychiatric diagnosis of Bi-polar Disorder, Major Depression, Post-Traumatic Stress Disorder, Psychotic Disorder, or Schizophrenia; and (3) usually requires occasional short-term acute psychiatric hospitalization for stabilization, psychotropic medication management, tutoring, and a licensed, certified on-grounds school.

THE TARGET POPULATION FOR NON-PROFIT GROUP HOMES VENDORED BY A REGIONAL CENTER ARE CHILDREN WHO:

- ❑ require a structured program and closer supervision than is usually provided in a relative or foster family home setting; or
- ❑ are Developmentally Disabled and: (1) have severe deficits in self-help skills and/or severe impairment in physical co-ordination and mobility; and/or (2) are severely disruptive or have self-injurious behavior;
- ❑ require extensive social work services and the program consultation services of a qualified mental retardation specialist;
- ❑ require frequent behavioral intervention; and
- ❑ require very intense supervision.