County of Los Angeles
CHIEF EXECUTIVE OFFICE
713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
http://ceo.lacounty.gov

WILLIAM T FUJIOKA
Chief Executive Officer

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

November 20, 2007

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

Dear Supervisors:

**DEPARTMENT OF CHILDREN AND FAMILY SERVICES
REQUEST TO APPROVE MASTER CONTRACT FOR
INTENSIVE TREATMENT FOSTER CARE FOSTER FAMILY AGENCY
AND INTENSIVE TREATMENT FOSTER CARE/
MULTIDIMENSIONAL TREATMENT FOSTER CARE
FOSTER FAMILY AGENCY SERVICES
(ALL DISTRICTS) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve use of Master Contract in similar form to Attachment I, for the provision of Intensive Treatment Foster Care Foster Family Agency (ITFC FFA) services to emotionally/behaviorally disturbed children or adolescents with Olive Crest Treatment Centers (Olive Crest), Five Acres – The Boys' and Girls' Aid Society of Los Angeles County (Five Acres), and Childnet Youth and Family Services, Inc. (Childnet) and for the provision of services to create and implement Intensive Treatment Foster Care - Multidimensional Treatment Foster Care Foster Family Agency (ITFC-MTFC FFA) with Eastfield Ming Quong, Inc. (EMQ) and Children's Institute, Inc. (CII).

2. Delegate authority to the Director of the Department of Children and Family Services (DCFS) or her designee to execute three ITFC FFA contracts with Olive Crest, Five Acres and Childnet and two ITFC-MTFC FFA contracts with EMQ and CII effective December 1, 2007, or date of execution, whichever is later, through November 30, 2008, with the option to extend for one additional one-year period by written notification to the ITFC FFA and ITFC-MTFC FFA providers. The estimated placement costs for the ITFC FFA program for December 1, 2007 through

November 30, 2009, will not exceed $7,734,528. The estimated placement costs for the ITFC-MTFC FFA program for December 1, 2007 through November 30, 2009, will not exceed $8,593,920. The placement costs will be covered within the Title IV-E Waiver capped allocation.

3. Instruct the Director of DCFS, or her designee, to notify your Board and the Chief Executive Office (CEO) in writing within ten workdays of executing the ITFC FFA and the ITFC-MTFC FFA contracts.

4. Delegate authority to the Director of DCFS, or her designee, to extend the contract amendments by written notification to the ITFC FFA and ITFC-MTFC FFA providers, for up to six months beyond November 30, 2009, if such additional time is necessary to complete the solicitation or negotiation of a new contract, after County Counsel and CEO approval; and instruct DCFS to notify your Board and the CEO, in writing, within ten workdays of executing the amendments.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to enhance the delivery of services to children who meet the Welfare and Institutions Code (WIC) definition of children who are emotionally/behaviorally disturbed and to provide a more family-like setting for children who would otherwise be placed in institutional settings.

ITFC FFA and ITFC-MTFC FFA contracted program services include, but are not limited to the following: intensively trained, monitored, and supported foster parents; crisis prevention and intervention; 24 hour emergency response; in-home support counselors (ITFC only); respite care; psychiatric intervention as needed for psychiatric emergencies; trained staff capable of handling procedure and approaches for responding to suicide attempts, runaways, sexual acting out and violent or assaultive behavior; psychiatric care [provided by a licensed psychiatric provider or by a provider who is approved by the Department of Mental Health (DMH)]; continuity of care; family reunification; permanence; community-based services; and cooperative arrangements with other foster care resources.

Implementation of 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 enable DCFS to work collaboratively with ITFC FFAs and ITFC-MTFC FFAs to provide much needed specialized services to children and/or adolescents under its supervision who need intensive treatment and specialized care.

FISCAL IMPACT/FINANCING

The total estimated placement costs for the ITFC FFA contracts will not exceed $7,734,528 for two years. In addition, DCFS will reimburse DMH the estimated amount of $210,816, which is the projected 7.32 percent local Early Periodic Screening, Diagnosis and Treatment (EPSDT) match for two years. The estimated placement costs for the ITFC-MTFC FFA contracts will not exceed $8,593,920 for two years. In addition, DCFS will reimburse DMH the estimated amount of $234,240, which is the 7.32 percent local EPSDT local match for two years. The ITFC FFA and ITFC-MTFC FFA placement rate costs will be covered within the Title IV-E Waiver capped allocation. The ITFC FFA and ITFC-MTFC FFA EPSDT local match will be financed using 100 percent net County cost (NCC). The total fiscal year (FY) 2007-08 cost of the contracts is included in the FY 2007-08 Adopted Budget and the FY 2008-09 costs will be included in the Department's FY 2008-09 Proposed County Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

SB 969 (1995) permits any California county to submit a plan for the ITFC FFA programs. Los Angeles County has submitted and revised plans accordingly, which have been approved. Providers are to be paid the ITFC FFA monthly rate of $4,476 for each placed youth, provided the County complies with the applicable waiver conditions (Attachment II).

On April 14, 1998, the County of Los Angeles Board of Supervisors approved a Form Agreement with 17 Foster Family Agencies (FFA's) to provide ITFC FFA services to emotionally disturbed children, pursuant to SB 969, Chapter 832. In 2003, the Board approved DCFS to procure by negotiation with two licensed FFAs (Olive Crest and Five Acres). These Agreements ended upon the expiration date of March 31, 2004, and no new solicitation was developed at that time.

In 2002, a class action lawsuit ("Katie A") was filed against the State of California and the County alleging that children in contact with the County's foster care system were not receiving the mental health services to which they were entitled. In July 2003, the County entered into a settlement agreement to make a number of systematic improvements to better serve children with mental health needs, resolving the County-portion of the lawsuit. In November 2006, Judge Howard Matz issued a court order to compel the County to comply with the obligations of the settlement agreement, which instructed the County to provide class members with not fewer than 300 Treatment Foster Care (TFC) placement slots by January 1, 2008. The County has worked very closely with the Plaintiffs' Attorneys and the Katie A Panel (assigned to review the implementation of the settlement) to develop a corrective action plan, and all parties have agreed that the development, afforded by these contracts, of up to 80 ITFC-MTFC FFA and up to 72 ITFC FFA placement slots is a reasonable step toward

the ultimate goal of 300 TFC slots. The County will be in violation of the court order without the development of this first phase of slots.

DCFS received support from California Department of Social Services (CDSS) to procure these specialized ITFC FFA and ITFC-MTFC FFA program services however, execution of these contracts is contingent upon CDSS' approval of each agency's Program Statement.

The contracts expressly state that the County has no obligation to pay for expenditures beyond the contract amount. Further, the contractor will not be asked to perform services that exceed the contract amount, scope of work, or contract terms.

DCFS has determined that the Living Wage program (County Code Chapter 2.201) does not apply to the recommended contracts.

The contracts comply with all applicable Board requirements. County Counsel has reviewed this Board letter. The contracts have been approved as to form by County Counsel.

CONTRACTING PROCESS

Pursuant to CDSS Manual Operations Policies and Procedures, Section 23-650.1.12, ITFC FFA contracts may be negotiated without formal advertising if rates established by the State are to be used for payments and CDSS has notified the counties that formal advertising is not necessary for a particular program (Attachment III). Hence, no additional contracting process is required. CDSS approval to contract with two additional ITFC-MTFC FFAs is pending.

DCFS will pay each ITFC FFA and ITFC-MTFC FFA provider the ITFC FFA rate of $4,476. DMH will contract with these providers for the mental health services funded by EPSDT.

IMPACT ON CURRENT SERVICES

Currently, the resources needed for foster children who are emotionally/behaviorally disturbed are limited to group homes and institutional settings. The use of ITFC FFA and ITFC-MTFC FFA homes would allow the placement of these children in a family-like setting and less restrictive environment. Further, the County does not have sufficient placement alternatives for children with those symptoms that the target population exhibits.

Without approval of the recommended actions, ITFC FFA and ITFC-MTFC FFA services would not be delivered to emotionally/behaviorally disturbed children and the

County would be in violation of the Katie A court order. It is anticipated that the program will reduce the number of children requiring psychiatric hospitalization and will reduce the number of placements a child may require.

CONCLUSION

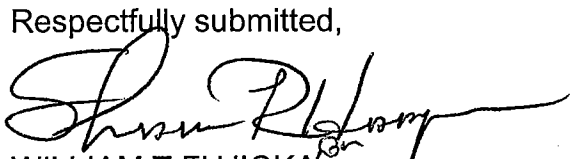
Upon approval of this request, instruct the Executive Officer/Clerk of the Board to send an adopted stamped copy of this Board letter and contracts to:

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

2. Office of the County Counsel
   Attention: Jill Meyers, Associate County Counsel
   648 Kenneth Hahn Hall of Administration
   500 West Temple, Room 602
   Los Angeles, CA 90012

3. Department of Mental Health
   Attention: Marvin Southard, Director
   550 S. Vermont Avenue
   Los Angles, CA 90020

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SRH:LN
GP:LC:lbm

Attachments (3)

c: Auditor-Controller
County Counsel

DCFS-ITFC FAA.BL

ATTACHMENT I

INTENSIVE TREATMENT FOSTER CARE FOSTER FAMILY AGENCY MASTER CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

_____

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

December 2007

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES-
INTENSIVE TREATMENT FOSTER CARE FOSTER FAMILY AGENCY
MASTER CONTRACT

TABLE OF CONTENTS

RECITALS 1

PART I: UNIQUE TERMS AND CONDITIONS 2

1.0 APPLICABLE DOCUMENTS 2
2.0 DEFINITIONS 4
3.0 TERM 10
4.0 PAYMENT RATE 10
5.0 GENERAL INSURANCE REQUIREMENTS 11
6.0 INSURANCE COVERAGE REQUIREMENTS 13
7.0 INVOICES AND PAYMENTS 14
8.0 NOTICES 17
9.0 CONFIDENTIALITY 18
10.0 COUNTY'S RESPONSIBILITY 19
11.0 DESCRIPTION OF SERVICES 21
12.0 CERTIFIED FOSTER PARENTS 22
13.0 STATE LICENSE 24
14.0 FEES 24
15.0 OTHER SOURCES OF INCOME 24
16.0 HOLD STATUS, DO NOT REFER STATUS, DO NOT USE STATUS, CORRECTIVE ACTION PLAN 25
17.0 FINANCIAL REPORTING 28
18.0 PROGRAM REPORTING REQUIREMENTS 28
19.0 RECORDS AND INVESTIGATIONS 30
20.0 DISPUTE RESOLUTION PROCEDURES 33
21.0 INTERPRETATION OF CONTRACT 34
22.0 CONTRACT ENFORCEMENT, OUT OF HOME CARE MANAGEMENT, MONITORING, AND REVIEW 35
23.0 LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS 35
24.0 TERMINATION OF CONTRACT BY CONTRACTOR FOR CONVENIENCE 35
25.0 USE OF FUNDS 36
26.0 REAL PROPERTY, EQUIPMENT, FIXED ASSETS 38
27.0 MUTUAL INDEMNIFICATION 39

PART II: STANDARD TERMS AND CONDITIONS 41

1.0 ADMINISTRATION OF CONTRACT – COUNTY 42
2.0 ASSIGNMENT AND DELEGATION 42
3.0 AUTHORIZATION WARRANTY 44
4.0 BUDGET REDUCTION 44
5.0 CHANGES AND AMENDMENTS 44

6.0 REPORTING SUSPECTED CHILD ABUSE 45
7.0 CHILD SUPPORT COMPLIANCE PROGRAM 46
8.0 GRIEVANCES 47
9.0 COMPLIANCE WITH APPLICABLE LAWS 47
10.0 COMPLIANCE WITH CIVIL RIGHTS LAWS 48
11.0 COMPLIANCE WITH JURY SERVICE PROGRAM 48
12.0 CONFLICT OF INTEREST 49
13.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT 50
14.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST 50
15.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT 51
16.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE 53
17.0 COUNTY'S QUALITY ASSURANCE PLAN 53
18.0 CRIMINAL CLEARANCES 53
19.0 EMPLOYEE BENEFITS AND TAXES 54
20.0 EMPLOYMENT ELIGIBILITY VERIFICATION 54
21.0 EVENTS OF DEFAULT 55
22.0 FORMER FOSTER YOUTH CONSIDERATION 56
23.0 INDEPENDENT CONTRACTOR STATUS 56
24.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN 56
25.0 NON-DISCRIMINATION IN EMPLOYMENT 57
26.0 NON-DISCRIMINATION IN SERVICES 58
27.0 NOTICE OF DELAYS 58
28.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT 58
29.0 PROPRIETARY RIGHTS 58
30.0 DISCLOSURE OF INFORMATION 60
31.0 RECYCLED-CONTENT PAPER 60
32.0 SAFELY SURRENDERED BABY LAW 60
33.0 SUBCONTRACTING 61
34.0 TERMINATION FOR CONTRACTOR'S DEFAULT 62
35.0 TERMINATION FOR CONVENIENCE 63
36.0 TERMINATION FOR IMPROPER CONSIDERATION 64
37.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE 65
38.0 COVENANT AGAINST CONTINGENT FEES 65
39.0 CONTRACTOR'S OBLIGATIONS UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA) 65
40.0 ADMINISTRATION OF CONTRACT – CONTRACTOR 65

LIST OF EXHIBITS

Exhibit A	Statement of Work (ITFC)
Exhibit Aa	Statement of Work (ITFC-MTFC)
Exhibit A-I	Foster Youth Bill of Rights
Exhibit A-II	Legal Rights of Teens in Out-of-Home Care
Exhibit A-III	Line Item Budget
Exhibit A-IV	Foster Youth Rights
Exhibit A-IVa	Personal Rights – Children's Residential Facilities (LIC. 613B)
Exhibit A-V	Foster Child's Needs and Case Plan Summary
Exhibit A-Va	Needs and Services Plan/Quarterly Report Template
Exhibit A-VI	Clothing Standard
Exhibit A-VII	Agency Placement Agreement
Exhibit A-VIII	Special Incident Reporting Guide for Intensive Treatment Foster Care Foster Family Agencies
Exhibit A-IX	Requirements for Medical/Dental Exams for Placed Children
Exhibit A-X	Administration of Psychotropic Medicines to DCFS Supervised Children
Exhibit A-XI	Emancipation Preparation Goal Contract
Exhibit A-XII	Intensive Treatment Foster Care Foster Family Agency Monthly Report
Exhibit B	Intensive Treatment Foster Care Foster Family Agency's Program Statement
Exhibit B-I	Rate Classification Letter (ITFC and ITFC-MTFC)
Exhibit C	Office of Management and Budget (OMB) Circular No. A-122
Exhibit C-I	Auditor-Controller Intensive Treatment Foster Care Foster Family Agency Contract Accounting and Administration Handbook
Exhibit C-II	Auditor-Controller/Department of Children and Family Services Fiscal/Audit Phases, Fiscal/Audits of Intensive Treatment Foster Care Foster Family Agency Services Contractors
Exhibit D	Contractor Employee Acknowledgment and Confidentiality Agreement Form
Exhibit D-I	Certified Foster Parent Acknowledgment and Confidentiality Agreement
Exhibit E	Semi-Annual Revenue and Expenditure Report
Exhibit F	Health and Safety Code 1522
Exhibit G	DCFS 4389 (4/94) Declaration in Support of Access to Juvenile Record (WIC 827) Including Additional Confidentiality Issues and CWS Handbook Procedural Guide 0500-501.20
Exhibit H	Welfare and Institutions Code Section 16001.9
Exhibit I	Welfare and Institutions Code Section 16010 and CWS Handbook Procedural Guide 0600-510.15
Exhibit J	Statement of Dangerous Behaviors (DCFS)
Exhibit K	Intentionally Left Blank
Exhibit L	Notice to Employees Regarding Federal Earned Income Credit (FEIC)
Exhibit M	Payment Resolution Notification
Exhibit N	DCFS Intensive Treatment Foster Care Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures

Exhibit O Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)
Exhibit P CONTRACTOR'S Certification of Compliance with Child, Spousal and Family Support Orders
Exhibit P-I 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 Charitable Contributions Certification
Exhibit V COUNTY'S Administration
Exhibit W Service Delivery Sites
Exhibit X Family Visitation Guidelines
Exhibit Y CONTRACTOR'S Obligation Under the Health Insurance Portability and Accountability Act (HIPAA)
Exhibit Z Discharge Summary for DCFS: Intensive Treatment Foster Care Foster Family Agency
Exhibit AA Intentionally Left Blank
Exhibit BB Intentionally Left Blank
Exhibit CC CONTRACTOR'S Administration
Exhibit DD Welfare and Institutions Code Section 18358-18358.36
Exhibit EE Department of Mental Health (DMH) Forms (EEa-f)
Exhibit FF FYI DCFS Proposed Staffing, Level of Service and Claiming

COUNTY OF LOS ANGELES
INTENSIVE TREATMENT FOSTER CARE FOSTER FAMILY AGENCY
MASTER CONTRACT

Intensive Treatment Foster Care Foster Family Agency Master Contract (hereinafter referred to as "Contract").

This Contract is made and entered into this ____ day of _____ 200__, by and between

County of Los Angeles
hereinafter referred to as
"COUNTY"

and

Contractor _____
hereinafter referred to as
"CONTRACTOR"

RECITALS

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

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

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

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

WHEREAS, COUNTY finds the CONTRACTOR'S program to be economically advantageous to the COUNTY and to provide a safe, secure and nurturing living environment in which the children can develop physically, emotionally, socially, educationally, spiritually and culturally; and

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

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

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

PART I: UNIQUE TERMS AND CONDITIONS

1.0 APPLICABLE DOCUMENTS

1.1 This Contract and the Exhibits hereto, constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous Contracts, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, Section 5.0, "Changes and Amendments" and signed by both parties.

1.2 Exhibits A through A-XII, B, B-I, C through C-II, D, D-I, E, F, G, H, I, J, K, L, M, N, O, P, P-I, Q, R, S, T, U, V, W, X, Y, Z, and AA through FF set forth below, are attached to and incorporated by reference in this Contract.

1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.

1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, Statement of Work, and Attachments according to the following priority:

Exhibit A Statement of Work (ITFC)
Exhibit Aa Statement of Work (MTFC)
Exhibit A-I Foster Youth Bill of Rights
Exhibit A-II Legal Rights of Teens in Out-of-Home Care
Exhibit A-III Line Item Budget
Exhibit A-IV Foster Youth Rights
Exhibit A-IVa Personal Rights – Children's Residential Facilities (LIC. 613B)
Exhibit A-V Foster Child's Needs and Case Plan Summary
Exhibit A-Va Needs and Services Plan/Quarterly Report Template
Exhibit A-VI Clothing Standard
Exhibit A-VII Agency Placement Agreement

Exhibit A-VIII	Special Incident Reporting Guide for Intensive Treatment Foster Care Foster Family Agencies
Exhibit A-IX	Requirements for Medical/Dental Exams for Placed Children
Exhibit A-X	Administration of Psychotropic Medicines to DCFS Supervised Children
Exhibit A-XI	Emancipation Preparation Goal Contract
Exhibit A-XII	Intensive Treatment Foster Care Foster Family Agency Monthly Report
Exhibit B	Intensive Treatment Foster Care Foster Family Agency's Program Statement
Exhibit B-I	Rate Classification Letter (ITFC and ITFC-MTFC)
Exhibit C	Office of Management and Budget (OMB) Circular No. A-122
Exhibit C-I	Auditor-Controller Intensive Treatment Foster Care Foster Family Agency Contract Accounting and Administration Handbook
Exhibit C-II	Auditor-Controller/Department of Children and Family Services Department Fiscal/Audit Phases, Fiscal/Audits of Intensive Treatment Foster Care Foster Family Agency Services Contractors
Exhibit D	CONTRACTOR'S Employee Acknowledgment and Confidentiality Agreement Form
Exhibit D-I	Certified Foster Parent Acknowledgment and Confidentiality Agreement
Exhibit E	Semi-Annual Revenue and Expenditure Report
Exhibit F	Health and Safety Code 1522
Exhibit G	DCFS 4389 (4/94) Declaration in Support of Access to Juvenile Record (WIC 827) Including Additional Confidentiality Issues and CWS Handbook Procedural Guide 0500-501.20
Exhibit H	Welfare and Institutions Code Section 16001.9
Exhibit I	Welfare and Institutions Code Section 16010 and CWS Handbook Procedural Guide 0600-510.15
Exhibit J	Statement of Dangerous Behaviors
Exhibit K	Intentionally Left Blank
Exhibit L	Notice to Employees Regarding Federal Earned Income Credit (FEIC)
Exhibit M	Payment Resolution Notification
Exhibit N	DCFS Intensive Treatment Foster Care Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures
Exhibit O	Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)
Exhibit P	CONTRACTOR'S Certification of Compliance with Child, Spousal, and Family Support Orders
Exhibit P-I	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	Charitable Contributions Certification
Exhibit V	COUNTY'S Administration
Exhibit W	Service Delivery Sites
Exhibit X	Family Visitation Guidelines
Exhibit Y	CONTRACTOR'S Obligation Under the Health Insurance Portability and Accountability Act (HIPAA)
Exhibit Z	Discharge Summary for DCFS: Intensive Treatment Foster Care Foster Family Agency
Exhibit AA	Intentionally Left Blank
Exhibit BB	Intentionally Left Blank
Exhibit CC	CONTRACTOR'S Administration
Exhibit DD	Welfare and Institutions Code Section 18358-18358.36
Exhibit EE	Department of Mental Health (DMH) Forms
Exhibit FF	FYI DCFS Proposed Staffing, Level of Service and Claiming

2.0 DEFINITIONS

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

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

2.2 "Certificate of Approval" – means the document issued by a Foster Family Agency (FFA), which authorizes a home to operate as a Certified Family Home.

2.3 "Certified Family Home" – means a family residence certified by a FFA and issued a Certificate of Approval by a FFA as meeting California Department of Social Services Community Care Licensing (CDSS CCL)

Division standards.

2.4 “Certified Foster Parent” – means the adult(s) residing in the home certified by a FFA to provide care and supervision to children.

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

2.6 “Community” - For placement purposes means the area/zip code where the Placed Child and his/her family were living at the time the child was taken into custody or where the Placed Child's family is living when the child is placed.

2.7 “Community Care Licensing Division” or “CCLD” – means the Division of the California Department of Social Services that licenses community care facilities including Foster Family Agencies. They also monitor compliance with Title 22 regulations.

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

2.9 “CONTRACTOR” – means the non-profit corporation that has entered into a contract with the COUNTY to perform or execute the work covered by Exhibit A or Aa, Statement of Work.

2.10 “Corrective Action Plan” or “CAP” – means a document that serves as the CONTRACTOR’S commitment to remedy deficiencies in response to findings uncovered in investigations, as further described in Part I, Section 16.0, Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, Sub-section 16.1 and Exhibit N, DCFS Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures.

2.11 “COUNTY” – means the Department of Children and Family Services on behalf of the County of Los Angeles and its Board of Supervisors.

2.12 “County Worker” – For a DCFS- Placed Child, County Worker is a Children’s Social Worker (CSW).

2.13 “COUNTY’S Program Manager” (CPM) – means COUNTY representative responsible for daily management of contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.

2.14 “Court Appointed Special Advocate” or “CASA” – means a court appointed person who advocates for the Placed Child’s needs and best interests and provides the court with written recommendations.

2.15 “Day” or “Days” – means whether singular or plural, whether with initial letter capitalized or not, shall mean calendar days, and not business or workday, unless otherwise specifically stated.

2.16 “DCFS” - means COUNTY’S Department of Children and Family Services.

2.17 “Director” - means COUNTY’S Director of Children and Family Services or his or her authorized designee.

2.18 “Do Not Refer Status” or “DNR Status” – All new referrals to CONTRACTOR are suspended, as further discussed in Part I, Section 16.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, Sub-section 16.3, Do Not Refer Status, and Exhibit N, DCFS Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures.

2.19 “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 16.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, Sub-section 16.4, Do Not Use Status, and Exhibit N, DCFS Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures.

2.20 “Emancipation” – means successful passage of foster youth to adulthood, including becoming a responsible and contributing member of the Community.

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

2.22 “Expended Funds” or “Expended” or “Expenditures” – means AFDC-FC funds, received through this Contract that are subsequently spent by CONTRACTOR for the care and Services of Placed Children. Expended funds must be reasonable and allowable in accordance with Part I, Section 25.0 Use of Funds, Sub-section 25.3 of this Contract.

2.23 “Family Group Decision Making or FGDM” – means a thoroughly studied, innovative social work tool that enables families, assisted by social workers, relatives and community members, to effectively plan and

monitor the safety, protection and care of their children.

2.24 "Federal Tax Exempt Status" – means the status of organization or agency that is exempt from Federal income tax under Section 501 (c) (3) of the Internal Revenue Code.

2.25 "Fiscal Year(s)" - means the twelve (12) month period beginning July 1st and ending the following June 30th.

2.26 "Foster Care Funding and Rates Bureau" – means the Division of the California Department of Social Services that establishes Aid to Families with Dependent Children-Foster Care (AFDC-FC) rates for Foster Family Agencies.

2.27 "Foster Care Payment Hotline" – means a telephone number that CONTRACTOR may call under circumstances described in this Contract (i.e., within 24 hours of child leaving the home) or may call to request payment or Medi-Cal information. The Foster Care Payment Hotline Number is (800) 697-4444.

2.28 "Foster Family Agency" or "FFA" – means any organization that, in compliance with Title 22, Division 6, Chapters 4 and 8.8, engaged in the recruiting, certifying, and training of, and providing professional support to, Certified Foster Parent(s), or in finding homes for placement of children for temporary or permanent care who require that level of care as an alternative to a group home. Private foster family agencies shall be organized and operated on a nonprofit basis.

2.29 "Health and Education Passport" or "Black Binder (DCFS)" means the Health and Education Passport that is the summary of the health (including dental and mental health information) and educational information required by Welfare and Institutions Code Section 16010 (Exhibit I) that is to follow the child to all foster placements. DCFS created nylon Black Binder divided into three sections. The first two sections, "Medical and Dental Information" and "Educational Information," meet the requirements of Section 16010. The third section, "Placement Documentation," contains additional items such as photographs of the child and his or her family, birth and death certificates, proof of Medi-Cal eligibility, and the CSW's business card. (DCFS may change the Health and Education Passport format in the future).

2.30 "Hold Status" – means a temporary suspension of referrals of children to CONTRACTOR by placing CONTRACTOR on Hold Status for up to a 45-day period at any time during investigations, as further defined in Part I, Section 16.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, Sub-section 16.2 of this Contract, and Exhibit N,

DCFS Intensive Treatment Foster Care Foster Family Agency Contract Investigation/Monitoring/Audit remedies and Procedures.

2.31 "Independent Living Program" or "ILP" – means the program authorized under 42 U.S.C. 677 of the Social Security Act for services and activities to assist/prepare Placed Children age 14 or older to make the transition from out-of-home care to independent living. Youths receiving family reunification and permanent placement services, and those in out-of-home care are eligible. Youths receiving emergency response and family maintenance services and those in psychiatric hospitals are not eligible for the program. DCFS may also provide ILP services to former foster youths up to age 21. ILP is a major component of Emancipation Planning.

2.32 "Intensive Treatment Foster Care Foster Family Agency" or "ITFC FFA" – means any foster family agency that provides therapeutic services to children who reside in the foster family agency's certified family homes. The services may include, but are not limited to, education and mental health services, sexual or physical abuse counseling, alcohol or drug abuse counseling and vocational training.

2.33 "Intensive Treatment Foster Care Program Rates" – means the service rate levels payable to ITFC FFAs, as periodically established by the Department of Social Services, Foster Care Funding and Rates Bureau.

2.34 "Interagency Placement Review Team" or "IPRT" – as specified in CDSS Manual Letter OPS 95-03 dated November 1, 1995, the IPRT is a committee established by the County with membership which include at minimum representation from DCFS (Operations, Resource Development, MCC Assessment Center, Resource Utilization Management) and the Department of Mental Health (DMH)

2.35 "Monitor for Compliance" – means to review Certified Foster Parents and homes during regular and ad hoc contacts, documenting compliance or lack of compliance, and taking all necessary steps to effect any needed corrective action and continued implementation of such corrective action, up to and including decertification.

2.36 "Multi-disciplinary Assessment Team or MAT" – means a group of health care providers and other professionals, including physicians, pediatricians, psychologists, clinical social worker, licensed vocational nurses, pediatric nurse practitioner, occupational therapist, and home visitor housed at the entry point to the Protective Services Child Health (PSCH) system who will jointly assess and develop a child health plan for each referred child (in conjunction with the CSW, a PHN, and, as appropriate, the child's primary caregivers).

2.37 “Placed Child” or “Placed Children” – means any child or children placed by the COUNTY receiving services from the CONTRACTOR pursuant to this Contract.

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

2.39 “Pool Rate” – means the rate of interest to be charged as determined by COUNTY’S Auditor-Controller.

2.40 “Program" - means the work to be performed by CONTRACTOR as defined in Exhibit A or Aa, Statement of Work.

2.41 “Program Manager” – means the COUNTY representative responsible for administering this Contract, consulting on policy, providing technical assistance and overall coordination and implementation of this Contract between the CONTRACTOR and COUNTY. (See Exhibit V, COUNTY’S Administration)

2.42 “Program Statement” – means a comprehensive description of the ITFC or ITFC-MTFC FFA’s program, attached as Exhibit B, in effect during the term of this Contract, written in accordance with the Program Statement guidelines of CCLD, assigned a program number by CDSS.

2.43 “Real Property” – means Land and anything growing on, attached to, or erected on it.

2.44 “Resource Family” – means a family that is dually trained and certified as both a Certified Foster Home and an adoptive home.

2.45 “Resource Utilization Management” or “RUM” – means DCFS staff tasks to identifying the most appropriate treatment or placement resource for children requiring out of home care services. The RUM Liaison will utilize the Child and Adolescence Needs and Strengths (CANS) assessment tool to determine the level of service required to meet the individual needs of a child or youth providing necessary assistance, intervention, and coordination.

2.46 “Service(s)”- means the basic needs the CONTRACTOR agrees to meet for each Placed Child as outlined in the California Department of Social Services Regulations; Statement of Work (Exhibit A or Aa); and CONTRACTOR’S Program Statement (Exhibit B).

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

2.48 “Subcontractor” – means an organization or individual that enters into a Contract with CONTRACTOR to provide specific program services. Such individuals are not considered employees of CONTRACTOR or COUNTY. In foster care, a Subcontractor usually provides hourly or fixed fee services based on the number of Placed Children in the program.

2.49 “Team Decision Making or TDM” – is a process utilizing a multi-disciplinary assessment and team approach in working with children and their families.

2.50 “Title 22” – means the California Code of Regulations for community care facilities including Foster Family Agencies.

2.51 “Un-Expended Funds” or “un-Expended” - means AFDC-FC funds, received through this Contract, which are retained and not spent by CONTRACTOR. (See Part I, Section 25.0 Use of Funds, Sub-section 25.6 of this Contract.)

3.0 TERM

3.1 The term of this Contract shall be _____ months, commencing after execution by the Director of DCFS**,** through the termination date of the current Contract year unless terminated earlier or extended, in whole or in part, as provided in this Contract.

3.2 The COUNTY shall have the sole option to extend the Contract term for up to one (1) additional 12-month period for a maximum total Contract term not to exceed two (2) years. Such option and extension shall be exercised at the sole discretion of the Director, by written notice to the CONTRACTOR sixty (60) days prior to the expiration of the Contract term provided that approval of County’s Chief Executive Office (CEO) is obtained prior to any such extension.

3.3 The term of this Contract may also be extended by the Director of DCFS by written notice to the CONTRACTOR sixty (60) days prior to the expiration of the Contract term, after CEO approval, for a period not to exceed six (6) months beyond the expiration of the then current Contract term, if such additional time is necessary to complete the negotiation or solicitation of a new Contract.

4.0 PAYMENT RATE

4.1 COUNTY and CONTRACTOR agree that payments referenced in this Contract are based on rates established by California DSS Foster Care

Funding and Rates Bureau. During the term of this Contract, COUNTY shall compensate CONTRACTOR for the Services set forth in this Contract and in the applicable Statement of Work (Exhibit A (ITFC) or Aa (ITFC-MTFC), for each Placed Child at the Intensive Treatment Foster Care Program Rate issued by CDSS Foster Care Rates Bureau.

4.2 CONTRACTOR shall submit to COUNTY a current budget (Exhibit A-III) for the work to be performed under this Contract. The line items shall provide sufficient detail to determine the Services to be delivered. The line items may be the same as the line items on the State of California Department of Social Services, Total Program Cost Display, Form FCR-12 FFA. Projected expenses in CONTRACTOR'S budget shall be periodically adjusted based on actual population and associated revenues. CONTRACTOR represents and warrants that the budget is true and correct in all respects, based upon information and belief available to CONTRACTOR at the time, and Services shall be delivered hereunder in accordance with the budget**.** If there is a shift in any line item budget category which exceeds fifteen percent (15%) of the amount budgeted for that category, CONTRACTOR shall notify COUNTY of such change. COUNTY reserves the right to reject any budget changes submitted by CONTRACTOR.

5.0 GENERAL INSURANCE REQUIREMENTS

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

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

DCFS Contracts Administration
Attention: Contracts Manager
425 Shatto Place, Room 400
Los Angeles, CA 90020

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

5.1.1.1 Specifically identify this Contract.

5.1.1.2 Clearly evidence all coverages required in this Contract.

5.1.1.3 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.

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

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

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

5.1.5 Identify any deductibles or self-insured retentions for COUNTY'S approval. The COUNTY retains the right to require the CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to the COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

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

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

5.1.6.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Contract.

5.1.6.3 Any injury to a CONTRACTOR employee, which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-Employee Injury Report" to COUNTY Contract Manager.

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

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

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

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

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

6.0 INSURANCE COVERAGE REQUIREMENTS

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

General Aggregate:	$2 million
Products/Completed Operations Aggregate:	$1 million
Personal and Advertising Injury:	$1 million
Each Occurrence:	$1 million

<u>Note: General Aggregate limits for Subcontractors shall be not less than $1 million.</u>

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

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

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

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

6.4 Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of CONTRACTOR, its officers or employees with limits of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Contract, unless an occurrence policy is in place with coverage for prior acts.

6.5 For ITFC FFA's or ITFC-MTFC FFA's on COUNTY owned property:

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

7.0 INVOICES AND PAYMENTS

7.1 The CONTRACTOR shall maintain Foster Care Funding and Rates Bureau (FCFRB) ITFC rate letter. A copy of the current rate letter shall be included in the Program Statement. COUNTY shall pay CONTRACTOR for each Placed Child the monthly Intensive Treatment Foster Care Program Rates established by the California Department of Social Services, Foster Care Funding and Rates Bureau.

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

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

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

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

7.4 COUNTY shall mail to CONTRACTOR the amount due by the 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 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 the COUNTY of the incorrect payment, at a rate equal to COUNTY'S current Pool Rate, as determined by COUNTY'S Auditor-Controller, per day on the delinquent amount due. Interest charges shall be paid by CONTRACTOR upon demand.

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

7.7 In addition to the requirements in Exhibit A or Aa, Statement of Work, Part

C, Section 2.0 Permanency, Sub-section 2.1 Permanency, Sub-paragraph 2.1.5, Prior Authorization Required for Movement of a DCFS Placed Child Within the CONTRACTOR'S Program, CONTRACTOR shall notify DCFS Foster Care Hotline at (800) 697-4444 within 24 hours whenever a Placed Child is moved from one site/home to another or a child leaves the CONTRACTOR'S program.

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

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

7.9 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).

7.10 In the event CONTRACTOR does not return payment, or enter into a Contract for payment on a mutually agreed upon time-frame within thirty (30) Days of resolution of payment discrepancy or register a dispute within thirty (30) Days of overpayment notice, COUNTY may place CONTRACTOR on DNR Status pursuant to Part I, Section 16.0, Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan. County shall provide written notice of its intention to place CONTRACTOR on a Do Not Refer Status at least 15 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.

7.11 If CONTRACTOR registers a notice of dispute pursuant to this Section, Sub-section 7.8, the Division Chief will evaluate the adequacy of the CONTRACTOR'S written response. Within 25 calendar days of DCFS'

receipt of CONTRACTOR'S written response, DCFS will provide CONTRACTOR with DCFS' written response, which sets forth the required DCFS CAP. Should CONTRACTOR disagree with the contents of the CAP, CONTRACTOR shall submit a response to the DCFS CAP within 15 business days via first class mail to DCFS Fiscal Monitoring Section. DCFS will review the CONTRACTOR'S response to the DCFS CAP and issue a final required DCFS CAP within 5 calendar days. Should CONTRACTOR not comply with the Corrective Action Plan, DCFS may, in its sole discretion, exercise any and all remedies, including but not limited to placement of CONTRACTOR on Do Not Refer or Do Not Use Status.

7.12 CONTRACTOR may appeal the final decision pursuant to Part I, Section 20.0 Dispute Resolution Procedures.

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

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

7.15 Provided that COUNTY shall remove all Placed Children on or prior to the expiration or other termination of this Contract, CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for Services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY'S right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract. Notwithstanding the foregoing, if COUNTY does not remove a Placed Child from a Certified Family Home following termination of this Contract, COUNTY will pay based upon the Intensive Treatment Foster Care Program Rate.

8.0 NOTICES

8.1 Unless otherwise specifically provided in this Contract, all notices to COUNTY shall be given in writing, sent by certified mail, return receipt requested, by enclosing the same in a sealed envelope addressed to the intended party and by depositing such envelope with postage prepaid in

the United States Post Office or any substation or public letterbox. All notices to COUNTY shall be sent by certified mail, return receipt requested in duplicate addressed to the following:

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

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

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

8.3 All written notification from COUNTY regarding Corrective Action Plan, Hold, "Do Not Refer" or "Do Not Use" status shall be sent by email, facsimile or Certified Mail, Return Receipt Requested.

9.0 CONFIDENTIALITY

9.1 Pursuant to Welfare and Institutions Code, Sections 5328 through 5330, 10850 and 827, all Placed Children's records are confidential. Portions of these confidential records, pertaining to the treatment or supervision of the child, shall be shared with CONTRACTOR pursuant to the DCFS policy in effect and applicable state and federal law. The Juvenile Court has exclusive jurisdiction over juvenile records, documents and case information as well as the responsibility to maintain their confidentiality and the confidentiality of dependent children. A child under DCFS' supervision may not be videotaped, photographed, voice recorded or interviewed, for media, research or other purposes, unless the Juvenile Court has issued an order permitting such access. Anyone requesting to review a Placed Child's case records, interview a Placed Child for research or media purposes, or photograph or videotape a Placed Child, must obtain written approval in accordance with Juvenile Court policy as described in Los Angeles Superior Court, Local Rules, Chapter 17, Juvenile Division, Dependency Proceedings, effective May 1, 1999. CONTRACTOR agrees to maintain the confidentiality of its records and conform to existing orders of the Juvenile Court and policies promulgated

by state and federal laws and COUNTY Policies regarding the Placed Child's confidentiality

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

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

10.0 COUNTY'S RESPONSIBILITY

CONTRACTOR'S covenants and responsibilities under the Contract shall not be conditional upon COUNTY'S performance of the covenants contained in this Section 10.0 except to the extent that CONTRACTOR'S ability to perform is dependent on COUNTY'S performance. COUNTY'S contractual covenants and agreements as set forth herein do not create mandatory duties for COUNTY, nor do they preclude enforcement of this contract by CONTRACTOR pursuant to Government Code Section 814.

10.1 COUNTY shall carefully review for approval and acceptance CONTRACTOR'S Program Statement and any Program Statement Amendments prior to and during the term of the Contract. In addition, COUNTY will monitor/audit CONTRACTOR for compliance with the rules and regulations related to ITFC FFA programs for Placed Children including the SOW. All programmatic audit reports and corrective action plans will be a matter of public record to the extent required by the California Public Records Act.

10.2 CONTRACTOR shall be given reasonable access to appropriate COUNTY personnel. CONTRACTOR shall be given pertinent documentation, information, relevant to providing foster care services in accordance with COUNTY DCFS policy and court policy for confidentiality. CONTRACTOR shall hold all such information in confidence pursuant to the provisions of Part I, Section 9.0 Confidentiality, in the body of this Contract.

10.3 COUNTY shall provide CONTRACTOR with all available information about the Placed Child that may be released in accordance with applicable laws and regulations concerning confidentiality and the release of DCFS case records to service providers. This information may include court orders, court reports, medical, mental health information, educational and placement history information. The CSW will assist CONTRACTOR in obtaining all the necessary information. The information needed to assess the needs of the Placed Child shall include, but is not limited to: *(1)* the items identified in Title 22, Division 6, Chapter 1, Section 80070(b) and Chapter 8.8, Section 88070(a)(1)-(2); and *(2)* a description of dangerous propensities of the Placed Child as outlined in the California Department of Social Services, Manual of Policies and Procedures, Division 31, Section 31-310.16. COUNTY shall report to CONTRACTOR any additional information related to dangerous propensities learned subsequent to placement, in accordance with Exhibit J, Statement of Dangerous Behaviors.

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

10.5 The CSW shall acknowledge that an orientation discussion with the Placed Child and the CSW was completed by signing the LIC 613B (Exhibit A-IVa.) This orientation includes the items designated in SOW, Part C, Section 3.0 Well-Being, Sub-section 3.1 Intake Requirements, Sub-paragraph 3.1.9 Orientation of Placed Children.

10.6 The CSW shall provide CONTRACTOR, at the time of placement or within 24 hours, with a placement packet, including valid proof of Medi-Cal coverage and a signed DCFS 4158, Authorization for Medical Care for a Child Placed by Order of the Juvenile Court. If a child is placed during regular business hours without these items, CONTRACTOR shall immediately notify the Foster Care Hotline at (800) 697-4444. If a child is placed after regular business hours, CONTRACTOR shall call the Foster Care Hotline the following business day with the Placed Child's name and date of placement so that a placement packet may be obtained because COUNTY cannot fund the placement until the placement packet is issued.

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

10.8 The CSWs shall work cooperatively with CONTRACTOR to provide input to and approval of the Needs and Services Plans and updates in

accordance with SOW, Part C, Section 3.0 Well-Being, Sub-section 3.3 Needs and Services Plan and Related Services, Sub-paragraphs 3.3.1 through 3.3.3.

10.9 The CSWs shall include written reports from CONTRACTOR in the next court report.

10.10 The CSW shall provide CONTRACTOR with a copy of each court report to the extent permitted by confidentiality laws.

10.11 COUNTY will monitor for COUNTY'S compliance with State laws, regulations and policies applicable to the visitation of children in placement.

10.12 The CSWs shall obtain parental or Juvenile Court consent, as needed, for the Placed Child's medical and dental care, mental health treatment, and participation in recreational and school activities.

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

11.0 DESCRIPTION OF SERVICES

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

11.2 CONTRACTOR has submitted a Program Statement to COUNTY as approved by CCLD. CONTRACTOR'S Program Statement will include, but not be limited to, specific statements defining intake policy, treatment Services and policies, replacement and discharge policies, detailed statements of the total Services provided by CONTRACTOR, staffing, and the expenditure statement submitted to the rate setting and licensing agencies. CONTRACTOR'S performance under this Contract will be evaluated in part based on CONTRACTOR'S Program Statement.

11.3 COUNTY may, during the term of this Contract, request that CONTRACTOR make revisions to its Program Statement by notifying CONTRACTOR in writing thirty (30) days in advance of any proposed changes. Also, CONTRACTOR shall submit a revised Program Statement to COUNTY at any time during the term of this Contract when CONTRACTOR makes changes to the program. COUNTY shall review

such Program Statement revisions for approval, and once accepted by COUNTY, written approval shall be provided to CONTRACTOR. CONTRACTOR'S revised Program Statement shall become a part of this Contract as Exhibit B in accordance with Part II, Section 5.0, Changes and Amendments.

12.0 CERTIFIED FOSTER PARENTS

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

12.2 CONTRACTOR shall ensure that contact is made with DCFS via fax to obtain historical information prior to certifying new foster parents to better assist CONTRACTOR in the certification process and ensure safer homes for placed children.

CONTRACTOR shall contact DCFS at the following:

DCFS, Out of Home Care Management Division
9320 Telstar Avenue, Room 216
El Monte, CA 91731
Attention: DCFS ITFC FFA Program Manager
(626) 569-6804 – telephone (Program Manager)
(626) 572-2363 – fax

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

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

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

12.6 Sub-section 12.5 above shall not prohibit COUNTY or ITFC FFA staff from giving individuals, including certified/licensed foster parents, appropriate information about licensing, certification, legal guardianship and adoption upon request or in compliance with State adoption regulations.

12.7 Prior to certifying prospective foster parents, CONTRACTOR shall contact their assigned Out of Home Care Management monitor to inquire about any prospective certified foster home's prior history as a routine part of CONTRACTOR'S certification process. The monitor will notify the CONTRACTOR if the prospective certified foster parent has any prior history of abuse and/or neglect, which has been investigated by DCFS.

12.8 CONTRACTOR shall notify COUNTY when a Certified Family Home and/or Certified Foster Parent is certified or de-certified. Notice to COUNTY Program Manager is required at the end of the month prior to prospective certification of a new certified home. Notification of certification shall occur at least 72 hours prior to placement. Notice of decertification shall occur within 72 hours following the date of de-certification and shall include the name of the foster parent, date of birth and social security number. These notices shall be sent to the COUNTY Program Manager and Revenue Enhancement. Decertification notification shall include the reason for decertifying. Failure to provide this information to COUNTY may result in a Do Not Refer Status being placed on the ITFC FFA.

12.9 COUNTY shall notify CONTRACTOR of its intent to place child(ren) in a home of a relative or extended family member in a Certified Family Home.

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

12.11 CONTRACTOR shall report all Certified Family Homes and/or Certified Foster Parent(s) who are decertified (and the reason for decertification), since those recorded on the previous month's report on the Intensive Treatment Foster Care Foster Family Agency Monthly Report (Exhibit A-XII), as described in Part I, Sub-section 18.6, Program Reporting Requirements, hereof.

12.12 In the event that a CONTRACTOR is put on Do Not Use Status, to ensure continuity of care for Placed Children, COUNTY may continue placement in the Certified Family Home if the Certified Foster Parent applies for licensure by the State, becomes certified by another ITFC FFA, or DCFS approves the home as a non-relative extended family member foster home.

13.0 STATE LICENSE

13.1 The CONTRACTOR shall maintain an ITFC FFA facility license issued by the California Department of Social Services, CCL Division, throughout the term of the Contract. A copy of the current license shall be included in the Program Statement.

13.2 The CONTRACTOR shall provide Services pursuant to the approved Program Statement. If planning to add additional offices during the term of the Contract, the CONTRACTOR shall notify the COUNTY Program Manager and must obtain written approval prior to the placement of and/or serving Placed Children from the additional office(s). CONTRACTOR'S decision to pursue licensing of additional offices from CCLD does not ensure placements from Los Angeles County.

14.0 FEES

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

15.0 OTHER SOURCES OF INCOME

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

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

CONTRACTOR shall work with COUNTY to ensure future income payments are paid directly to COUNTY by the payer.

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

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

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

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

16.1 Corrective Action Plan (CAP)

When DCFS reasonably determines in its sole discretion, that a CONTRACTOR'S deficiencies are amenable to correction, DCFS may require CONTRACTOR to provide a Corrective Action Plan and DCFS and CONTRACTOR may enter into a Corrective Action Plan. A CAP shall serve as CONTRACTOR'S commitment to remedy such deficiencies. The CAP procedures are further discussed in Exhibit N, DCFS Intensive Treatment Foster Care Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures.

16.2 Hold Status

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

16.3 Do Not Refer Status

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

When DNR Status is implemented, a CAP may be established, as provided in Exhibit N. DNR Status is removed if the CONTRACTOR conforms to the CAP in terms of content and timeframe, or as provided in Exhibit N, DCFS Intensive Treatment Foster Care Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures.

16.4 Do Not Use Status

Notwithstanding any other provision of this Contract, COUNTY retains the right to remove or cause to be removed any or all Placed Children from the CONTRACTOR'S care by placing CONTRACTOR on Do Not Use Status (DNU Status), when COUNTY reasonably believes, in its sole discretion, based upon prima facie evidence that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/programmatic requirement of this Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Sub-section 16.1 above, and as further described in Exhibit N, DCFS Intensive Treatment Foster Care Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures.

Under unique, warranted circumstances, a DNU Status may be rescinded, as provided in Exhibit N, DCFS Intensive Treatment Foster Care Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures.

16.5 Notice Requirements

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

Verbal notification of such actions will be provided prior to or at the time of CONTRACTOR'S placement on Hold/DNR/DNU Status to the extent possible. To the extent possible and reasonable, and without interfering with any law enforcement investigation, and consistent with statutes and regulations related to confidentiality laws, notification will include the reason(s) for placing CONTRACTOR on Hold Status.

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

16.6 Disagreement with Decision

CONTRACTOR may challenge the COUNTY action in accordance with DCFS local agency policies and procedures (please refer to Exhibit N, DCFS Intensive Treatment Foster Care Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures) then in effect, and thereafter, CONTRACTOR may appeal through the Dispute Resolution Procedures described in Part I, Section 20.0 herein.

16.7 Termination Hold Status

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

17.0 FINANCIAL REPORTING

17.1 CONTRACTOR shall report semi-annual revenues and expenditures on the Expenditure Report (Exhibit E). This report will require sign-off, under penalty of perjury, by CONTRACTOR'S Executive Director or CONTRACTOR'S Administrator, as defined in Title 22, Division 6, Chapter 8.8, Section 88001(a)(2).

17.2 The semi-annual expenditure report shall be mailed no later than: 90 days after the end of the prior six month period covered by the report..

17.3 The semi annual expenditure report shall be submitted twice a (contract) year at six month intervals.

17.4 In the event that the expenditure report is not filed timely, COUNTY may take action, pursuant to policies and procedures outlined in Part I, Section 16.0. In the event the "Do Not Refer" and/or "Do Not Use" status is used, COUNTY shall notify CONTRACTOR in writing seven (7) days prior to such status being used.

17.5 In addition to the semi-annual expenditure report, the CONTRACTOR shall file a copy of the State of California Department of Social Services Total Program Cost Display (Form FCR 12 FFA) for the most recent period, thirty (30) days prior to each anniversary date of this Contract. This form is submitted for information only and not for approval.

17.6 The semi-annual expenditure report and total program cost display shall be mailed to:

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

18.0 PROGRAM REPORTING REQUIREMENTS

18.1 The CONTRACTOR and Certified Foster Parents shall report all suspected child abuse allegations and incidents to the COUNTY'S Child Protection Hotline (CAHL), as more fully described in Part II, Section 6.0 Reporting Suspected Child Abuse, Sub-section 6.1, and CCLD **immediately** upon discovery.

18.2 The CONTRACTOR shall make and document reasonable efforts to provide a monthly telephonic update report to the CSW. In addition to the provisions addressing the Needs and Services Plan/Quarterly Report (Exhibit A-Va), in the Statement of Work, Part C, Section 3.0 Well-Being,

Sub-section 3.3 Needs and Services Plan/Quarterly Report and Related Social Services, Sub-paragraph 3.3.1, CONTRACTOR shall develop the Needs and Services Plan portion of the Needs and Services Plan/Quarterly Report. The plan shall be timely, comprehensive, individualized Needs and Services Plans that (1) treat the identified needs of the Placed Child; (2) is specific, measurable, attainable, and time-limited; and (3) meets the requirements specified in Title 22, Division 6, Chapter 8.8, Sections 88070, 88070.1, 88068.2, 88068.3, and 88069.1.

18.3 The CONTRACTOR shall prepare and submit a Special Incident Report, via the DCFS Internet site (I-Track) System at https://itrack.co.la.ca.us, for each Placed Child in accordance with the guidelines and time frames in Exhibit A-VIII, Special Incident Reporting Guide for Foster Family Agencies. Failure to report via the I-Track system may result in further action as described in Exhibit N.

18.4 The CONTRACTOR shall prepare and submit the Quarterly Report portion of the Needs and Services Plan/Quarterly Report Template to each Placed Child's CSW by the 10th business day following the end of each quarter from the date the child was placed. The Quarterly Report portion of the Needs and Services Plan/Quarterly Report shall include those items identified throughout the SOW and highlighted in the Needs and Services Plan/Quarterly Report Template.

18.5 The CONTRACTOR shall prepare and submit a Termination Report to a Placed Child's CSW within 30 Days from the date the child's placement was terminated. The Termination Report shall include, but not be limited to, a closing summary of the CONTRACTOR'S records relating to the Placed Child.

18.6 The CONTRACTOR shall prepare and submit a monthly report to the COUNTY'S Program Manager due on the 10th of each month. This report shall include overall statistics of the ITFC FFA's program including: *(1)* foster parents certified since the last report [names, addresses, and phone numbers]; *(2)* foster parents decertified since the last report [names, addresses, phone numbers, and the reasons for decertification]; and *(3)* children placed in each Certified Family Home using Exhibit A-XII.

18.7 The CONTRACTOR shall prepare and submit a report in each instance enumerated in Part I, Section 6.0 Insurance Coverage Requirements, Sub-section 6.4, Notification of Incidents, Claims or Suits.

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

18.9 CONTRACTOR hereby agrees to participate in the collection and reporting of outcome data related to child safety, well-being, and permanency. CONTRACTOR shall provide a monthly report to DCFS Out-of-Home Care Management Division, 9320 Telstar Avenue, Room 216, El Monte, CA 91731, which shall reflect (1) the number of child abuse/neglect referrals and/or allegations which have been made regarding each Certified Foster Parent, Certified Family Home, and CONTRACTOR during the previous month; and (2) as to each child placed with CONTRACTOR, the number of changes in placement which have occurred with regard to that child, since initial placement with CONTRACTOR. The reporting requirement in this Sub-section 18.9 shall be separate and apart from the reporting requirements described in Sub-section 18.1 above, and Part II, Section 6.0 Reporting Suspected Child Abuse, Sub-section 6.1.

19.0 RECORDS AND INVESTIGATIONS

19.1 CONTRACTOR shall maintain and retain records on each Placed Child as required by California Code of Regulations, Title 22, Division 6, Chapter 1, Section 80070, and Chapter 8.8, Sections 88070 and 88070.1; and the relevant provisions in this Contract, including this Section 19.0, and CONTRACTOR'S Program Statement (Exhibit B). Such records shall include, but not be limited to, placement and termination documents, medical and dental records, a record of court orders allowing psychotropic medication, Placed Children's financial records (clothing, allowances, earnings, medical expenses, etc.), diagnostic evaluations and studies, Placed Child interviews, special incident reports, social worker progress notes (including treatment, school, extracurricular activities at school or in the Community, etc.), and notes on Services provided by the various professional and paraprofessional staff (treatment, recreation, child care, etc.). The records shall be in sufficient detail to permit an evaluation of Services provided. The information in the Placed Child's record, maintained at CONTRACTOR'S offices, shall be confidential, kept in a locked file, and made available only to selected staff who require it for needs and Services planning.

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

19.3 CONTRACTOR shall maintain and retain records on each Certified Family Home and Certified Foster Parent as required by California Code of Regulations, Title 22, Division 6, Chapter 1, Section 80066 and Chapter

8.8, Sections 88066, 88066.1, 88069.7 and 88069.8. Such records shall include, but not be limited to, fingerprint clearances, Child Abuse Index clearances, a current Certificate of Approval, and CONTRACTOR'S admission agreements for each Placed Child.

19.4 All records described in Sub-sections 19.1 through 19.3 hereof, supporting documents, statistical records, and all other records pertinent to performance of this Contract, including, but not limited to, all timecards and other employment records and confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County or contiguous county and shall be made available to COUNTY, State or Federal authorities, as provided by applicable law, during the term of this Contract and either for a period of five (5) years after the expiration of the term of this Contract or for a period of three (3) years from the date of the submission of the final expenditure report, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review, or audit is started, the records shall be retained until all litigation, claims, financial management reviews, or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County or contiguous county, then, at COUNTY'S sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section. CONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual, Section 23-353.

19.5 COUNTY retains the right to inspect and conduct investigations of CONTRACTOR'S program/fiscal operations, performance and contract compliance without prior notice to CONTRACTOR, seven days a week, 24 hours a day. Unannounced audits, monitoring, and investigations may occur without prior notice when COUNTY, in its sole discretion, deems it necessary. CONTRACTOR will be given reasonable prior notice of routine audits, monitoring, and inspections. CONTRACTOR agrees that COUNTY, or its authorized representatives, the State of California, or its authorized representatives, or the Federal Government, or its authorized representatives, including but not limited to, the U.S. Comptroller General, shall have access to and the right to inspect, examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Contract. The Auditor-Controller/Department of Children and Family Services Fiscal Audit Phases, Fiscal Audits of Intensive Treatment Foster Care Foster Family Agency Services Contractors (Exhibit C-II), details the audit protocols followed by the A/C and DCFS during fiscal audit reviews.

19.6 Such program reviews, investigations, and/or audits shall encompass all of CONTRACTOR'S financial, program, Certified Foster Parent,

Subcontractor, and Placed Children's records related to Services provided under this Contract, and any other financial transactions, as determined necessary by COUNTY to ensure that AFDC-FC funds have been accounted for and Expended in accordance with Part I, Section 25.0, Use of Funds. Methods of inspection may include, but are not limited to, the interview of CONTRACTOR'S staff, insurance agents, banks, personnel, vendors and Subcontractor(s) and inspection of accounting ledgers, journals, canceled checks, timecards, personnel records, Subcontracts, space and equipment leases and other relevant books, records, worksheets and logs as appropriate for ensuring CONTRACTOR accountability of expenditures and program performance under this Contract. CONTRACTOR'S employee records may be reviewed in accordance with State and federal labor laws. CONTRACTOR shall enlist the cooperation of all Subcontractors, staff, and Board members in such efforts.

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

19.8 CONTRACTOR shall be responsible for annual financial audits, as applicable, of its agency and shall require Subcontractors to be responsible for its annual financial audits, as applicable, when required by any governmental entity (e.g. Federal government, the California Department of Social Services (CDSS), COUNTY) to be conducted by an independent audit firm and in accordance with generally accepted governmental auditing standards. Within thirty (30) days after issuance of the audit reports, but no later than nine (9) months after the end of the Contractor's fiscal year CONTRACTOR shall forward copies of such reports to: DCFS, Bureau of Finance and Administration, Fiscal Monitoring and Special Payments, at 425 Shatto Place, Room 400, Los Angeles, California 90020, Attention: Administrative Services Manager III, and to DCFS, Contracts Administration, 425 Shatto Place, Room 400, Los Angeles, California 90020, Attention: ITFC FFA Contract Analyst.

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

19.10 Failure on the part of CONTRACTOR to comply with the provisions of this Section shall constitute a material breach of this Contract upon which COUNTY may take all appropriate action including but not limited to, implementation of Hold Status, Do Not Refer Status, and/or Do Not Use Status, as set forth in Part I, Section 16.0, Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan. If CONTRACTOR disagrees that there has been a material breach, CONTRACTOR may exercise any and all of its legal rights consistent with Part I, Section 20.0 Dispute Resolution Procedures of this Contract.

20.0 DISPUTE RESOLUTION PROCEDURES

20.1 CONTRACTOR and COUNTY agree to act promptly and diligently to first mutually resolve any disputes, pursuant to procedures set forth in this Contract. All such disputes shall thereafter be subject to the provisions of this Section 20.0.

20.2 CONTRACTOR and COUNTY agree that, the existence and details of a dispute notwithstanding, both parties shall continue to perform hereunder, except for any performance which COUNTY determines should not be performed as a result of such dispute consistent with Part I, Section 16.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, of this Contract. COUNTY shall continue to pay sums not in dispute, during any such period of continued performance.

20.3 Nothing in this Section 20.0 herein prevents COUNTY or CONTRACTOR from seeking provisional remedies, such as injunction or extraordinary relief such as a writ.-

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

20.5 As to any dispute arising out of or relating to this Contract, including the breach, termination or validity thereof, which has not been resolved by the filing of a claim pursuant to Sub-section 20.4 herein, or the California Tort Claims Act (Government Code Sections 810-996.6), CONTRACTOR and COUNTY hereby waive their respective right to trial by jury **(and instead agree to trial by a judge _____ [please initial])** of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either CONTRACTOR against COUNTY or COUNTY against CONTRACTOR. -

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

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

21.0 INTERPRETATION OF CONTRACT

21.1 Validity

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

21.2 Governing Laws, Jurisdiction and Venue

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

21.3 Waiver

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

21.4 Construction of Contract

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

21.5 Caption Headings

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

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

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

22.2 CONTRACTOR hereby agrees to cooperate with the Director, Program Manager, and any duly authorized State or Federal government representative, in the review and monitoring of CONTRACTOR'S program, records and procedures, as set forth in Part I, Section 19.0, Records and Investigations.

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

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

23.1 COUNTY'S obligation is payable only and solely from funds appropriated for the purpose of this Contract.

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

24.0 TERMINATION OF CONTRACT BY CONTRACTOR FOR CONVENIENCE

24.1 This Contract may be terminated when such action is deemed by CONTRACTOR to be in its best interest. Termination of this Contract shall be effective by the delivery to COUNTY of written notice of termination pursuant to Part I, Section 8.0, Notices, specifying the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ninety (90)

Days after the notice is sent, unless COUNTY notices CONTRACTOR, pursuant to Part I, Section 8.0, Notices, that the termination will be effective in thirty (30) Days. In the event of a breach by COUNTY under this Contract, CONTRACTOR shall have all remedies available at law, subject to the terms of Part I, Section 20.0, Dispute Resolution Procedures.

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

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

25.0 USE OF FUNDS

25.1 CONTRACTOR shall be organized and operated as a Federal Tax Exempt and non-profit corporation throughout the term of this Contract and conduct itself in accordance with all accounting and operating requirements of such status.

25.2 CONTRACTOR shall use AFDC-FC funds paid to and Expended by CONTRACTOR only for the care and Services of Placed Children, in order to maintain the standards of care and Services consistent with the Statement of Work and the AFDC-FC payments received. By August 1 of each year, CONTRACTOR shall submit to COUNTY a cost allocation plan, which provides for the reasonable allocation of CONTRACTOR'S Expenditures for the then current fiscal year. CONTRACTOR'S cost allocation plan shall be developed in accordance with the principles included in OMB Circular A-122 (Exhibit C) and the Auditor-Controller Contract Accounting and Administration Handbook (Exhibit C-I).

25.3 CONTRACTOR shall Expend foster care funds on reasonable and allowable Expenditures in providing the necessary care and Services, as

specified in this Contract, for children placed by COUNTY. The determination of reasonable and allowable Expenditures shall be in accordance with OMB Circular A–122 (Exhibit C); Manual of Policy and Procedures, Sections 11-400, 11-402, 11-403, 11-404, and 11-420; and 45 CFR 74.27 and the Auditor-Controller Contract Accounting and Administration Handbook (Exhibit C-I). Any AFDC-FC funds not Expended in accordance with the above will be disallowed on monitoring/audit, and will require repayment by CONTRACTOR. Any dispute regarding repayment of funds is subject to the provisions outlined in Part I, Section 20.0, Dispute Resolution Procedures.

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

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

25.6 Total accumulated unexpended funds (TAUF) shall include (1) CONTRACTOR'S unexpended funds; and (2) CONTRACTOR'S accumulated, unexpended AFDC-FC funds received from COUNTY between September 1, 2003 through the expiration date of the most recently completed contract term. If facts suggest the possibility of fraud or significant abuse, COUNTY reserves the right to review uses of unexpended funds accumulated in periods prior to September 1, 2003. CONTRACTOR'S TAUF shall be reflected on its Semi-Annual Revenue and Expenditure Report (Exhibit E).

At the end of any given CONTRACTOR fiscal year, any TAUF that is equal to or less than two months budgeted revenues for COUNTY'S Intensive Treatment Foster Care Foster Family Agency Program for its next fiscal year may be retained by CONTRACTOR for future use for the

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

If the plan is not approved, CONTRACTOR shall, in consultation with COUNTY, work to develop a revised plan that is acceptable to COUNTY within 30 days of denial of proposed plan. DCFS shall respond in writing within 25 days of receipt of CONTRACTOR'S revised plan. CONTRACTOR shall respond with any proposed amendments to revised plan within 15 business days of receipt of DCFS' written response. DCFS will issue a final plan within 5 days of receipt of CONTRACTOR'S amendments.

CONTRACTOR'S failure to develop an appropriate plan for the utilization of excess TAUF, or the Expenditure of excess TAUF without a COUNTY approved plan shall constitute a material breach of the Contract. In such instance, COUNTY may take appropriate action, pursuant to this Contract, including, but not limited to, that under Part I, Section 16.0, Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, with the understanding that CONTRACTOR may appeal the final decision pursuant to the Dispute Resolution Procedures in Part I, Section 20.0.

26.0 REAL PROPERTY, EQUIPMENT, FIXED ASSETS

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

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

26.3 CONTRACTOR shall, for any Real Property, land or Fixed Asset costing $35,000 or more of funds provided to CONTRACTOR through this Contract, submit to COUNTY, at least 15 business days prior to any

purchase (including Capital Leases as defined by Generally Accepted Accounting Principles (GAAP)), an analysis demonstrating that the purchase is less costly to CONTRACTOR than other leasing alternatives. CONTRACTOR shall also stipulate the source of all funds to be used for the purchase of the subject property. In the event that any funds to be used in the purchase will be from the current year Contract or TAUF (as defined in Part I, Section 25.0 Use of Funds, Sub-section 25.6), then CONTRACTOR shall obtain COUNTY'S prior written approval for the purchase by notifying COUNTY by certified mail. COUNTY shall, within 15 working days of receipt of any such request for approval, provide a written response to CONTRACTOR by certified mail. If COUNTY'S response is not received within 10 working days, CONTRACTOR will notify the Director's designee.

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

27.0 MUTUAL INDEMNIFICATION

27.1 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 Contract but only in proportion to and to the extent such liability, expense or damage is caused by any negligent or willful act or omission of CONTRACTOR, its employees or agents.

27.2 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its agents, officers and employees from any and all CONTRACTOR employee Worker's Compensation claims, suits, liability, or expense resulting from its performance of this Contract and will bear the sole responsibility and liability for furnishing Worker's Compensation benefits in an amount and form to meet the State of California's statutory requirements, and in amounts as set forth in Part I, Section 6.0 Insurance Coverage Requirements, Sub-section 6.3, to any and all CONTRACTOR

personnel for injuries arising from or connected with Services performed under this Contract.

27.3 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 obligations and covenants described in Subsections 27.1 and 27.2 above.

27.4 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 Contract but only in proportion to and to the extent such liability, expense or damage is caused by any negligent or willful act or omission of COUNTY, its Special Districts, elected and appointed officers, employees, or agents.

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

27.6 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 obligations and covenants described in Subsections 27.4 and 27.5 above.

INTENSIVE TREATMENT FOSTER CARE FOSTER FAMILY AGENCY MASTER CONTRACT

PART II: STANDARD TERMS AND CONDITIONS

1.0 ADMINISTRATION OF CONTRACT – COUNTY

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

1.1 COUNTY'S Program Manager

The responsibilities of the COUNTY'S Program Manager include:

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

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

1.2 COUNTY'S Contract Program Monitor

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

2.0 ASSIGNMENT AND DELEGATION

2.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Sub-section 2.1, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties.

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

2.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.

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

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

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

2.3 Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR'S duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, Subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY'S express prior written approval, shall be a material breach of the Contract which may result in the termination of the Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

3.0 AUTHORIZATION WARRANTY

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

4.0 BUDGET REDUCTION

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

5.0 CHANGES AND AMENDMENTS

COUNTY reserves the right to change any portion of the work required under this Contract, or make amendment to such other terms and conditions as may become necessary. 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:

5.1 Exhibits A-I, A-V, A-VI, A-VIII through A-XII, Exhibits G, J, L, M, N, O, Q, R, S, and T, and may be changed unilaterally by COUNTY to reflect changes in County, State and Federal law, regulation, and ordinances, court orders, and court rules or in COUNTY policies or procedures, provided that such changes to these exhibits reflecting modifications to COUNTY policies or procedures with significant cost impact on CONTRACTOR must be amended pursuant to Sub-section 5.2. Amendments made pursuant to this Sub-section 5.1 shall be effective upon delivery of a replacement exhibit by certified mail, return receipt requested, to the address of CONTRACTOR set forth in Part I, Section 8.0, Notices. CONTRACTOR shall be responsible for monitoring changes and/or amendments to any and all laws, regulations, ordinances and/or court rules governing or impacting this Contract. CONTRACTOR shall at

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

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

5.3 For any change not covered by Sub-sections 5.1 or 5.2, an amendment to this Contract shall be prepared, by COUNTY, signed by CONTRACTOR, and thereafter submitted to County's Board of Supervisors for consideration and, if approved, execution.

6.0 REPORTING SUSPECTED CHILD ABUSE

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

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

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

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

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

7.0 CHILD SUPPORT COMPLIANCE PROGRAM

7.1 CONTRACTOR'S Warranty of Adherence to COUNTY'S Child Support Compliance Program

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

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

7.2 Termination for Breach of Warranty to Maintain Child Support Compliance

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Sub-section 7.1, "CONTRACTOR'S Warranty of Adherence to County's Child Support Compliance Program," shall constitute a default by the CONTRACTOR under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure to cure such default within ninety (90) Days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board of Supervisors may terminate this Contract pursuant to Part II, Section 34.0, Termination for CONTRACTOR'S Default, and pursue debarment of the CONTRACTOR,

pursuant to County Code Chapter 2.202.

8.0 GRIEVANCES

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

9.0 COMPLIANCE WITH APPLICABLE LAWS

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

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

9.1.2 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include but is not limited to the confidentiality provisions of Section 827 and Section 10850 of the WIC and MPP Division 19, as further described in Part I, Section 9.0, Confidentiality, of this Contract.

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

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

9.3 CONTRACTOR agrees to indemnify and hold COUNTY harmless from any loss, damage or liability resulting from a violation on the part of

CONTRACTOR, its employees, agents or Subcontractors of such laws, regulations, rules, policies, standards or ordinances as described in Sub-sections 9.1 hereof and Part II, Sub-section 25.1, Non-Discrimination in Employment.

10.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

11.0 COMPLIANCE WITH JURY SERVICE PROGRAM

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

11.1 Written Employee Jury Service Policy

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

11.1.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of Fifty Thousand Dollars ($50,000) or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR.

"Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) Days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any Subcontractor to perform services for the COUNTY under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Sub-section shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the Contract.

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

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

12.0 CONFLICT OF INTEREST

12.1 Notwithstanding any other provision of this Contract, no COUNTY employee whose position in COUNTY enables such employee to influence the award or administration of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR herein, or have any other direct or indirect financial interest in this Contract. No officer or employee

of COUNTY who may financially benefit from the provision of Services hereunder shall in any way participate in COUNTY'S approval, or ongoing evaluation of such Services, or in any way attempt to unlawfully influence COUNTY'S approval or ongoing evaluation of such Services.

12.2 No DCFS employee, either active or on leave status, shall serve as an employee or contractor of CONTRACTOR in any capacity on a full or part-time basis. No DCFS employee either active or on leave status shall be certified as a foster parent except when the DCFS Director, or delegate, has signed a written waiver to this prohibition for purposes of entering into a foster-adopt plan of action.

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

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

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

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

14.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST

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

former COUNTY employees who are on a reemployment list during the life of this Contract.

15.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

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

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

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

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

15.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be

debarred, and if so, the appropriate length of time of the debarment. The CONTRACTOR and DCFS shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

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

15.7 If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

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

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

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

16.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

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

17.0 COUNTY'S QUALITY ASSURANCE PLAN

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

18.0 CRIMINAL CLEARANCES

18.1 For the safety and welfare of the children to be served under this Contract, CONTRACTOR agrees, as permitted by law and as more fully set forth in the Statement of Work, to ascertain arrest and conviction records for all current and prospective employees, certified foster parents, 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.

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

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

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

19.0 EMPLOYEE BENEFITS AND TAXES

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

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

20.0 EMPLOYMENT ELIGIBILITY VERIFICATION

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

21.0 EVENTS OF DEFAULT

21.1 Default for Non-Performance

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

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

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

21.1.3 Notice is given by CDSS that CONTRACTOR'S Intensive Treatment Foster Care Program Rate will be terminated. Actual termination of the Rate is not required for default pursuant to this provision.

21.2 Default for Insolvency

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

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

21.2.2 The filing of a voluntary petition in bankruptcy;

21.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

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

21.3 Other Events of Default

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

22.0 FORMER FOSTER YOUTH CONSIDERATION

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

County of Los Angeles
Department of Children and Family Services
Attention: Division Chief, Emancipation Services Division
3530 Wilshire Blvd., Suite 400
Los Angeles, CA 90010
FAX: (213) 637-0036

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

23.0 INDEPENDENT CONTRACTOR STATUS

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

24.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

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

address between the words ‘doing business’ and ‘main db’.)

25.0 NON-DISCRIMINATION IN EMPLOYMENT

25.1 CONTRACTOR certifies and agrees that all persons under its employ, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, religion, color, national origin, political affiliation, marital status, sex, age, or handicap, in compliance with all applicable Federal and State non-discrimination laws and regulations. This includes compliance with Executive Order 11246 entitled “Equal Employment Opportunity,” Executive Order 11375 and as supplemented in the Department of Labor Regulations (41 CFR Part 60).

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

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

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

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

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

26.0 NON-DISCRIMINATION IN SERVICES

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

27.0 NOTICE OF DELAYS

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

28.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

29.0 PROPRIETARY RIGHTS

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

29.2 To the extent that 45 CFR 95.617 applies to this Contract, this Sub-section 29.2 shall be applicable. Notwithstanding any other provision of this Contract, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with Federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or

otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein. To the extent that 45 CFR 95.617 does not apply, nothing precludes the CONTRACTOR from seeking a trademark to its intellectual property developed during the term of this contract.

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

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

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

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

29.5.2 Any materials, data and information covered under Sub-section 29.2; and

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

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

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

29.8 The provisions of Sub-sections 29.5, 29.6, and 29.7 shall survive the expiration or termination of this Contract.

30.0 DISCLOSURE OF INFORMATION

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

30.1.1 CONTRACTOR shall develop all publicity material in a professional manner and subject to Part I, Section 9.0, Confidentiality, of this Contract.

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

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

31.0 RECYCLED-CONTENT PAPER

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

32.0 SAFELY SURRENDERED BABY LAW

32.1 CONTRACTOR'S Acknowledgement of COUNTY'S Commitment to the Safely Surrendered Baby Law

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The

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

32.2 Notice to Employees Regarding the Safely Surrendered Baby Law

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

33.0 SUBCONTRACTING

33.1 No performance of this Contract or any portion thereof may be subcontracted by CONTRACTOR without the express written authority of COUNTY DCFS Director, except as provided in the Statement of Work, Section C, Sub-section 1.1.1. Any attempt by CONTRACTOR to Subcontract performance of any of the terms of this Contract, in whole or in part, without said consent shall be null and void and shall constitute a breach of the terms of this Contract, upon which Contract may be terminated in accordance with Part II, Section 34.0, Termination for CONTRACTOR'S Default. CONTRACTOR shall submit each Subcontract to COUNTY for written approval prior to Subcontractor performing any work hereunder.

33.2 All of the provisions of this Contract and any Amendment(s) hereto shall extend to and be binding upon Subcontractors, provided that assignment or delegation of rights under a Subcontract by Subcontractors shall not require COUNTY approval. CONTRACTOR shall include in all Subcontracts the following provision: "This Contract is a Subcontract under the terms of a prime contract with COUNTY of Los Angeles. All representations and warranties contained in this Subcontract shall inure to the benefit of COUNTY of Los Angeles."

33.3 CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability arising or resulting from the use of any Subcontractor and its employees in the same manner and to the same extent that CONTRACTOR indemnifies COUNTY from any and all liability arising from or resulting from the actions or omissions of its own employees.

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

33.4.1 An executed Acknowledgment and Confidentiality Agreement (Exhibit D) executed by each Subcontractor and each of Subcontractor's employees approved to perform work hereunder.

33.4.2 Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by Part I, Section 6.0, Insurance Coverage Requirements, of this Contract.

33.4.3 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.

33.5 CONTRACTOR shall provide COUNTY'S Program Manager with copies of all executed Subcontracts.

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

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

33.8 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.

34.0 TERMINATION FOR CONTRACTOR'S DEFAULT

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

34.2 In the event COUNTY terminates this Contract in whole or in part as provided in this Section, COUNTY may recover damages to the extent permitted by applicable law, subject to the terms of Part I, Dispute Resolution Procedures, Section 20.0.

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

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

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

35.0 TERMINATION FOR CONVENIENCE

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

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 Contract on the effective date of termination.

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

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

36.0 TERMINATION FOR IMPROPER CONSIDERATION

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

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

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

37.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

38.0 COVENANT AGAINST CONTINGENT FEES

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

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

39.0 CONTRACTOR'S OBLIGATIONS UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)

The COUNTY is subject to the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, CONTRACTOR provides services to the COUNTY and the CONTRACTOR receives, has access to, and/or creates Protected Health Information as defined in Exhibit Y, in order to provide those services. The COUNTY and the CONTRACTOR therefore agree to the terms of Exhibit Y, CONTRACTOR'S Obligations Under HIPAA.

40.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

40.1 CONTRACTOR'S Program Director

40.1.1 CONTRACTOR'S Program Director is designated in Exhibit CC, CONTRACTOR'S Administration. The CONTRACTOR shall notify the COUNTY in writing of any change in the name or address of the

CONTRACTOR'S Program Director.

40.1.2 CONTRACTOR'S Program Director shall be responsible for CONTRACTOR'S day-to-day activities as related to this Contract and shall coordinate with COUNTY'S Program Manager and Program Monitor on a regular basis.

40.2 Approval of CONTRACTOR'S Staff

COUNTY has the absolute right to approve or disapprove all of CONTRACTOR'S staff performing work hereunder and any proposed changes in CONTRACTOR'S staff, including, but not limited to, CONTRACTOR'S Program Director.

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

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

COUNTY OF LOS ANGELES

_____
Patricia S. Ploehn, LCSW, Director
Department of Children and
Family Services

CONTRACTOR

_____
Name of Agency

By _____

Name _____

Title _____

By _____

Name _____

Title _____

_____
Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
RAYMOND G. FORTNER, JR., County Counsel

BY _____
Jill Meyers, Sr. Associate County Counsel

DEPARTMENT OF CHILDREN AND FAMILY SERVICES

INTENSIVE TREATMENT FOSTER CARE FOSTER FAMILY AGENCY MASTER CONTRACT

EXHIBITS

EXHIBIT A

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

INTENSIVE TREATMENT FOSTER CARE
FOSTER FAMILY AGENCY CONTRACT

STATEMENT OF WORK

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

INTENSIVE TREATMENT FOSTER CARE FOSTER FAMILY AGENCY CONTRACT

STATEMENT OF WORK

TABLE OF CONTENTS

PART	PAGE
PART A – INTRODUCTION	3
1.0 PREAMBLE	3
2.0 OVERVIEW	6
3.0 DCFS PRIORITIES FOR CHILDREN	7
4.0 PROGRAM GOALS	8
5.0 SERVICE DELIVERY SITES	8
PART B – TARGET DEMOGRAPHICS	9
PART C – SERVICE TASKS TO ACHIEVE PERFORMANCE OUTCOME GOALS	10
1.0 SAFETY	10
2.0 PERMANENCY	21
3.0 WELL-BEING	26
PART D – PERFORMANCE REQUIREMENTS SUMMARY	49

PART A: INTRODUCTION

1.0 PREAMBLE

For over 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
- Professionalism
- Accountability
- Compassion
- Integrity
- Commitment
- A Can-Do Attitude
- Respect for Diversity

These shared values are encompassed in the COUNTY Mission, to enrich lives through effective and caring service and 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 partners 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, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The COUNTY, its clients, contracting partners, and the community will continue to work together to develop 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 OVERVIEW

A Foster Family Agency (FFA) means any organization engaged in the recruiting, certifying, training, and providing professional support to certified parent(s) or in finding homes for placement of children for temporary or permanent care who require that level of care as an alternative to a group home. Private Foster Family Agencies shall be organized and operated on a nonprofit basis.

Regulations and requirements that apply to Intensive Treatment Foster Care (ITFC) FFAs include, but not limited to:

(a) Manual of Policies and Procedures, Title 22, Division 6, Chapter 1, Sections 80000-80095 [except as otherwise noted in Section 88030(f)] (*General Licensing Requirements*) and Division 6, Chapter 4, Sections 83000 through 83088 (*Small Family Homes*) for the certified family home requirements;

(b) Manual of Policies and Procedures, Title 22, Division 6, Chapter 8.8, Sections 88000 through 88087 (*Foster Family Agency*) for Treatment FFA requirements. (These regulations are available at http://www.dss.cahwnet.gov/ord/default.htm.)

(c) Welfare and Institutions Code (WIC), Sections 18358 - 18358.36, for ITFC FFAs requirements, which are available at http://www.leginfo.ca.gov/.

(d) United States District Court, Central District of California, Case No. CV-02-05662 AHM (ShX), KATIE A. et. al. vs. LOS ANGELES COUNTY, Section XII, paragraphs 85, 87, and 90 for the description of and the order that the

COUNTY develop no fewer than 300 "Therapeutic Foster Care" (TFC) slots. The COUNTY chose the ITFC FFA model for developing 72 of these 300 TFC slots.

(e) The DMH contract.

(f) The statutes referenced in this Exhibit A, Statement of Work (SOW), from the California Education Code (Education Code), California Heath and Safety Code (Health and Safety Code), California Vehicle Code (Vehicle Code), and California Welfare and Institutions Code (WIC), which are available at http://www.leginfo.ca.gov/.

3.0 DEPARTMENT OF CHILDREN AND FAMILY SERVICES (DCFS) PRIORITIES FOR CHILDREN

DCFS has established the following priorities for children: (1) safety; (2) permanency; and (3) well being.

3.1 Safety: Safety is defined as freedom from abuse and neglect.[1] The Performance Outcome Summary and Service Tasks addressing this priority are found in Part C, Section 1.0 of this SOW.

3.2 Permanency: Permanency is defined as a safe and stable nurturing relationship achieved through maintaining the child in the home, reunification, adoption, or legal guardianship. The Performance Outcome Summary and Service Tasks addressing this priority are found in Part C, Section 2.0 of this SOW.

It is a priority of DCFS to place children with resource families. A *Resource Family* is one that will support the goal of family reunification, and, when reunification is not possible, be approved to provide legal permanence for a child. A resource family shall be dually trained and certified as both a Certified Family Home and an adoptive home. It is also a DCFS priority to use a concurrent planning process if it is uncertain whether the permanency plan of family reunification will be successful. Additionally, it is DCFS' goal to have many more FFA homes dually prepared as resource families. The use of resource families in concurrent planning cases: (1) allows the adoption planning process to proceed simultaneously with the family reunification process so that the adoption can be completed in less time if the family reunification plan fails; and (2) reduces the number of placement disruptions for the child by allowing the resource family to become the adoptive family. All contracted ITFC FFAs shall also be licensed as adoption agencies by November 1, 2008.

[1] Abuse or neglect in out-of-home care is defined in the California Penal Code, Section 11165.5.

3.3 Well-Being: This priority refers to a child's educational, Emancipation preparation, medical, dental, psychological and psychiatric well-being. The Performance Outcome Summary and Service Tasks addressing this priority are found in Part C, Section 3.0 of this SOW.

4.0 PROGRAM GOALS

DCFS has incorporated in this Exhibit A, SOW, the following principles of child placement in which DCFS: (1) places a child in the least restrictive environment; (2) determines a Placed Child's permanency plan as quickly as possible; (3) implements permanency plans in family settings; and (4) if the permanency plan is for out-of-home placement, wraps the necessary services around the Placed Child to ensure placement success and prevent replacements.

Consistent with these actions, the COUNTY has included in this SOW the following requirements regarding: (1) Certified Foster Parent training [Section C 3.6]; (2) permanency planning [Section C 2.1]; (3) adoption [Section C 2.3]; (4) sibling-group placements [Section C 2.1.5]; and (5) neighborhood/school-based placements [C 3.1.8].

5.0 SERVICE DELIVERY SITES

CONTRACTOR'S Services shall be at the locations specified on Exhibit W, Service Delivery Sites.

CONTRACTOR shall request approval from the DCFS Out of Home Care Management (OHCM) Division Chief or designee in writing a minimum of thirty (30) Days before: (1) terminating Services at any of the above location(s); and (2) before commencing Services at any other location(s) not previously approved in writing by the DCFS (OHCM) Division Chief or designee.

PART B: TARGET DEMOGRAPHICS

1.0 TARGET DEMOGRAPHICS

The overall target demographics for FFAs is children, 0-17 years old, in need of a temporary or permanent family setting as an alternative to a group home. The principal target groups include children in which the Case Plan is for: (1) family reunification; (2) adoption; (3) legal guardianship; (4) permanent placement; (5) sibling group placement; (6) neighborhood/school-based placement; and (7) children with special health care needs as defined in Title 22, Section 88001(c)(5) and (m) for FFAs with Specialized Certified Family Homes. (See Section C 3.1.6, below).

Additional eligibility requirements for all ITFC FFA children are that they are emotionally disturbed, as evidenced by a history that may include, but is not limited to, all of the specific behavior management problems: (1) lying; (2) stealing; (3) verbal or physical; aggression; (4) acting out sexual behavior; (5) attempts at self-mutilation or suicide; and (6) defiant and oppositional behavior.

At least 80% of the ITFC FFA children as a result of their emotional disturbance shall have been placed, either involuntarily or voluntarily, in a group home with a rate classification level of 12 or higher pursuant to WIC Section 11462. No more than 20% of the ITFC FFA children shall have been (1) assessed by the child's county interagency placement review team (IPRT) as at imminent risk of psychiatric hospitalization or placement in a group home with a rate classification level of 12 or higher pursuant to WIC Section 11462; or (2) children who have successfully completed the group home program, except children on probation or otherwise in the custody of the juvenile court for any violent felony, as defined in subdivision (c) of Section 667.5 of the Penal Code.

PART C – SERVICE TASKS TO ACHIEVE PERFORMANCE OUTCOME GOALS

PERFORMANCE OUTCOME SUMMARY

1.0 SAFETY

PROGRAM TARGET GROUP:
Placed children in certified ITFC FFA homes.

PROGRAM GOAL AND OUTCOME:
Placed children shall be free of abuse and neglect by all non-exempt persons specified in California Health and Safety Code Section 1522(b), other children, and family members.

OUTCOME INDICATORS	PERFORMANCE TARGETS	METHOD OF DATA COLLECTION
Reports of substantiated maltreatment made against non-exempt persons specified in California Health and Safety Code Section 1522(b) while under the care and supervision of an FFA.	99.67 % of children are free from abuse & neglect while under the care & supervision of an ITFC FFA.[2]	CWS/CMS referral history and I-Track web-based system Child's Case File Needs and Services Plan/Quarterly Reports
Community Care Licensing Division (CCLD) citations, Out of Home Care Management Division, and Auditor Controller reports on safety and physical plant deficiencies.	100% of CAPs submitted on time.[3]	CAPs Auditor Controller Reports CCLD Citations
Timeliness and successful completion of agencies' Corrective Action Plans (CAP).	100% of the CAPs successfully implemented.	Facility review reports Special Incident Reports

[2] The COUNTY maintains a zero tolerance policy for substantiated abuse and neglect of Placed Children while under the supervision of CONTRACTOR. While each incident of substantiated abuse or neglect that occurs under the CONTRACTOR'S 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 as to appropriate action.

[3] This indicator measures the timeliness of a CONTRACTOR'S CAP. CONTRACTOR shall comply with timelines provided in Exhibit N.

1.0 SAFETY

PERFORMANCE OUTCOME GOAL: Placed Children shall be free of abuse and neglect by all non-exempt persons specified in the California Health and Safety Code, Section 1522(b), other children, and family members.

SERVICE TASKS:

1.1 Staff Qualifications, Service and Rate Levels, Staff Requirements, and Staff Duties:

The CONTRACTOR shall adhere to all CCLD FFA requirements in connection with staff qualifications, Service and Rate Levels, staff requirements, and staff duties, except for the additional requirements for ITFC FFAs in WIC Sections 18358 – 18358.36 and the DMH contract.

1.1.1 Staff Qualifications and Staff Requirements

(a) The ITFC FFA shall arrange for a 24-hour on call administrator who is available to respond to emergency situations [WIC Section 18358.10(e)].

(b) The CONTRACTOR'S ITFC social workers shall have a master's degree consistent with Health and Safety Code section 1506(e) and at least one year of experience working with seriously emotionally disturbed children [WIC Section 18358.20(j)]. ITFC social workers' caseloads shall average eight Placed Children per full-time social worker, except for Rate and Service Level E, in which the caseloads shall not exceed 12 Placed Children per full-time social worker [WIC Section 18358.10(b)].

(c) The CONTRACTOR'S in-home support counselors shall have either: (1) a bachelor's degree in a social science related field and at least six months of experience in working with emotionally disturbed children in institutional settings; OR (2) an associate's degree in a social science related field and at least one year's experience in working with emotionally disturbed children in institutional settings [WIC Section 18358.10(d)(1)].

WIC Section 18358.10(d) states that the ITFC FFA shall make a specific assignment to each Certified Family Home of a trained support counselor.

1.1.2 Service and Rate Levels:

The rate of pay for a child placed at an ITFC FFA can be any of the five levels reflected in the following Service and Rate Level schedule:

SERVICE AND RATE LEVEL	MONTHLY RATE
A	$4,476.00
B	$4,105.00
C	$3,721.00
D	$3,359.00
E	$2,985.00

The IPRT shall approve the initial Service and Rate Level. The CONTRACTOR must document the hours the in-home counselor spends with each child at each rate level. Children placed at Service and Rate Level E shall receive crisis intervention and other support Services on a flexible, as needed basis from an in-home support counselor. The ITFC FFA shall provide one, full-time in-home support counselor for every 20 children placed at this level [WIC Section 18358.30(b)(4)(A)(ii)].

The CONTRACTOR'S rate shall not exceed Service and Rate Level A at any time during the child's placement. A child may be initially placed at any of the five Service and Rate Levels and thereafter be placed at any level, either at the same level or at a higher or lower level, not to exceed a total of six months at any level other than Service and Rate Level E, unless it is determined to be in the best interests of the Placed Child by the IPRT and the Certified Foster Parent(s). The IPRT may, through subsequent review of the child's placement, extend the placement of a child in a Service and Rate Level higher than Service and Rate Level E for an additional period of up to six months each [WIC Section 18358.30(e)].

1.1.3 Payment to ITFC Foster Parent(s)

Each Contractor shall be required to pay at a minimum each ITFC FFA foster parent according to the following rate schedule per child per month:

RATE LEVEL	MONTHLY RATE	MONTHLY PAYMENT TO ITFC FOSTER PARENT
A	$4,476.00	$1,800.00
B	$4,105.00	$1,645.00
C	$3,721.00	$1,490.00
D	$3,359.00	$1,345.00
E	$2,985.00	$1,200.00

1.1.4 Fingerprint Clearances, Criminal Record Statements, and Child Abuse Index Checks

The CONTRACTOR shall submit the Child Abuse Central Index Check for State Licensed facilities (LIC 198 A) for all Certified Foster Parent applicants, staff having contact with clients, and all other persons designated in California Health and Safety Code Section 1522(b). (These codes are available at http://www.leginfo.ca.gov/).

The CONTRACTOR shall comply with the requirements for fingerprint clearances, criminal record statements, and Child Abuse Index checks as specified in Title 22, Division 6, Chapter 1, Article 3, Sections 80019, 80019.1, and 80019.2 and in Chapter 8.8, Sections 88019 and 88019.2, and Heath and Safety Code Section 1522.

1.1.5 Reference Checks Prior to Certification

The CONTRACTOR shall comply with California Health and Safety Code, Section 1506.8, which states, "Before certifying a family home, a Foster Family Agency shall contact any Foster Family Agencies by whom an applicant has been previously certified and any state or County licensing offices that have licensed the applicant as a foster parent, and shall conduct a reference check as to the applicant."

The CONTRACTOR shall comply with Health and Safety Code Section 1506.7 which states, "A Foster Family Agency shall require the owner or operator of a family home applying for certification to sign an application that shall contain, but not be limited to, the following information: (1) whether the applicant has been certified, and by which Foster Family Agency; (2) whether the applicant has been decertified, and by which Foster Family Agency; (3) whether a placement Hold has been placed on the applicant by a Foster Family Agency, and by which Foster Family Agency; and (4) whether the applicant has been a foster home licensed by a county or by the state and, if so, by which county or state, or whether the applicant has been approved for relative placement by a county and, if so, by which county."

The CONTRACTOR shall comply with Health and Safety Code Section 1536(c) which states, "Notwithstanding subdivision (b) [Health and Safety Code Section 1536(b)], the department, a county, or a Foster Family Agency may request information from, or divulge information to, the department, a county, or a Foster Family Agency regarding a prospective certified parent, foster parent, or relative caregiver for the purpose of, and as necessary to, conduct a reference check to determine whether it is safe and appropriate to license, certify, or approve an applicant to be a certified parent, foster parent, or relative caregiver."

1.1.6 Reporting of Subsequent Arrests or Convictions

The CONTRACTOR shall notify the COUNTY Program Manager in writing of any known arrest and/or subsequent conviction, other than for minor traffic offenses, of the following: (1) any employee, independent CONTRACTOR, volunteer staff, or Subcontractor who comes in contact with Placed Children while providing Services under the Contract; (2) any adult responsible for administration or direct supervision of staff; (3) any person residing in the facility; (4) any person who provides a Placed Child assistance in dressing, grooming, bathing or personal hygiene; (5) if the CONTRACTOR is a firm, partnership, association, or corporation, the chief executive officer of CONTRACTOR or other person serving in like capacity; and (6) additional officers of the governing body of the CONTRACTOR or other persons with a financial interest in the applicant, as determined necessary by CDSS by regulation. Such notice shall be given within one working day of the time such information becomes known to the CONTRACTOR.

1.1.7 Declarations of Part-time Contract Social Workers

The CONTRACTOR shall place any CCLD approved exceptions in the affected employee's personnel file and make them available to DCFS upon request. The CONTRACTOR is responsible for obtaining written declarations from any contract social workers utilized on a part-time basis to the effect that the contract social worker's total contracted caseload with all contracting agencies does not exceed 15 Placed Children.

1.1.8 Staff Language Requirements

The CONTRACTOR shall, to the extent possible and if resources are available, provide staff and social work personnel who are proficient in both speaking and writing the language of the CONTRACTOR'S Certified Foster Parents and the Placed Children.

1.1.9 Required Social Work/Therapy Services

The CONTRACTOR'S social work staff shall provide Services as set forth in the CONTRACTOR'S Program Statement, Exhibit B of the Contract; the DMH contract; Title 22, Division 6, Chapter 8.8, Sections 88065(a)(9), 88065.3(a) and (g), 88068.1(b)(2) and (3), 88068.2(a), and 88068.3(a). These Services shall include: (1) qualified social work personnel available on a 24-hour basis to respond to any emergency within a two-hour period; (2) provision of social Services of the FFA; (3) orientations for potential Certified Foster Parents; (4) initial and continued evaluation and assessment of Certified Foster Parents and Certified Foster Parents' homes; (5) intake and continued assessments of Placed Children to determine if the FFA can meet the Placed Child's Service needs; (6) placement of the child in the Certified Family Home; (7) development of the Needs and Services Plan and

updates of the Needs and Services Plan; (8) supervision of the placement including direct contact with the Placed Child and the Certified Foster Parents; and (9) provision of support Services to the Certified Foster Parents.

WIC Section 18358.10(c) states that an ITFC FFA shall also provide therapists for the provision of therapy to: (1) the child; (2) the biological parents of the child; and (3) the foster parents of the child.

Other Services the CONTRACTOR'S ITFC FFA shall provide include:

(a) Recruiting, training, and supervision of qualified support counselors: WIC Section 18358.20(d) states that an ITFC FFA shall provide a system for recruiting, training, and supervising qualified in-home support counselors.

(b) Recruiting, training, and Monitoring of Certified Foster Parents: WIC Section 18358.20(h) states that an ITFC FFA shall provide a process for recruitment, selection, and training of foster parents, including respite foster parents.

WIC Section 18358.05(b)(2)(D) states that the ITFC FFA shall provide a plan for Monitoring the participating foster family agencies for compliance with this chapter.

(c) Providing and/or Arranging Services: WIC Section 18358.15(a) states that the ITFC FFA shall provide or arrange for all of the following Services: (1) individualized Needs and Services Plans that ensure continuity and stability of placement and describe the specific needs of the child and the appropriate Service and Rate Level; (2) education and mental health services; (3) therapeutic after-school Programs; (4) in-home support Services necessary to implement the Case Plan; and (5) other necessary Services including medical and dental services.

(d) Developing treatment plans and updates including respite care: WIC Section 18358.20(c) states that the ITFC FFA shall develop a treatment plan approved by the placing county for each child within one month of placement that addresses all of the following: (1) the child's need for therapy; (2) behavior modification Services; (3) support counselor Services; (4) psychotropic medication and Monitoring; (5) respite Services; (6) family therapy and other Services needed to return the child home; and (7) education liaison Services as needed to maintain the child in the classroom.

(e) Written policies and procedures: WIC Section 18358.20(f) states that the ITFC FFA shall develop written policies and procedures on how the Program will be structured to ensure: (1) the safety of the child; (2) how suicide attempts, runaways, sexual acting out, violent and assaultive behavior will be handled; and (3) what will occur to reduce

or eliminate future episodes.

In addition to the above requirements, each ITFC agency shall adopt a specific trauma-focused, evidence-based treatment model that will be approved by the COUNTY. Examples are: (1) Trauma-Focused Cognitive Behavioral Therapy [TF-CBT]; (2) Structured Psychotherapy for Adolescents Responding to Chronic Stress [SPARCS]; and (3) Dialectical Behavioral Therapy [DBT]. All members of the ITFC foster family and treatment team, including Certified Foster Parents, support counselors, therapists, social workers, and permanency partners, shall be trained in the theory, language, and practice of the chosen trauma-focused therapeutic model. Because the permanency partners will also be trained in the chosen treatment model, each ITFC child will progress along a continuum from intensive individualized foster care into a permanent home using the same therapeutic language and concepts of the ITFC Program.

1.1.10 Required Visits by ITFC Social Work Staff with Placed Child and Certified Foster Parents

The CONTRACTOR'S social work staff shall make weekly face-to-face contacts with the Placed Child. Two of the weekly contacts each month shall be made in the Certified Family Home. The ITFC FFA social workers shall interview the Placed Children privately at least monthly regarding quality of life issues and shall document the results of these interviews.

The CONTRACTOR'S social work staff shall document each visit with the Placed Child and the Certified Foster Parents and include the following information at minimum: (1) name or initials of the person recording; (2) both the date recorded and the date of the visit; (3) problems reported by the child; (4) problems reported by the Certified Foster Parents; and (5) how the reported problems are being resolved.

1.1.11 Required Support Counselor Services

WIC Section 18358.10(d)(3) states that the ITFC FFAs in-home support counselors shall provide support Service to the child and the foster family, doing all of the following: (1) structure a safe environment for the Placed Child; (2) make collateral contacts; (3) perform any administrative or training functions necessary to implement the Placed Child's Needs and Services Plan, including having the Certified Foster Parent review and approve the Needs and Services Plan; (4) ensure that the Needs and Services Plan meets the Placed Child's needs and are appropriate to and consistent with the minimum level of Service specified in WIC Section 18358.30; and (5) arrange for and coordinating Services with school personnel.

When the IPRT and the ITFC FFA agree that alternative Services are in the best interests of the Placed Child, the CONTRACTOR may provide the following types of Services in lieu of in-home support Services as noted above: (1) therapy; (2) behavior modification Services; (3) support counselor Services [i.e., Emancipation, independent living skills development, mentoring, tutoring, increased planned activities, etc]; (4) psychotropic medication and Monitoring (with appropriate court order); (5) respite Services; (6) family therapy to aid in reunification; and (7) educational services to maintain the Placed Child in the classroom [WIC Section 18358.30(b)(4)(B)].

1.2 Monitoring Requirements:

1.2.1 Requirements and Duties of Certified Foster Parents and Others Who Supervise Placed Children

The CONTRACTOR shall Monitor for Compliance that the Certified Foster Parents and others who supervise the Placed Children meet all the requirements and perform all the duties specified in [1] Title 22, Division 6, Chapter 1, Sections 80065(d)(2), 80065(e), and 80065(g) through (m); and [2] Division 6, Chapter 4, Sections 83064(b), 83065(b), 83065.1, and 83066(d). The CONTRACTOR shall document an inspection of each Certified Family Home for compliance with applicable Title 22 requirements at least every six months or per the timelines and provisions of the approved Program Statement.

The ITFC FFA shall also Monitor Certified Foster Parents to ensure: (1) the well-being of emotionally disturbed children under their care; (2) participation in initial and ongoing in-service training and demonstration pursuant to WIC Section 18358.1 and demonstration of an understanding of and ability to meet the needs of emotionally disturbed children; (3) participation in the development and implementation of the individual Case Plan for the child; (4) medical and dental needs are met; and (5) reporting of special incidents per Title 22, Chapter 1, Section 80061, including any use of physical contact to manage a child's behavior [WIC Section 18358.25].

1.2.2 Supervision of Placed Children

The CONTRACTOR shall, in accordance with Title 22 and the Needs and Services Plan, Monitor for Compliance that Certified Foster Parents and caretakers know where the Placed Children are at all times and are able to identify who is responsible for the Placed Child's supervision at all times. The Placed Child may leave the Certified Family Home unaccompanied, if age appropriate, for specific purposes in accordance with the Needs and Services Plan.

1.2.3 Housing, Furniture, Housekeeping, and Home Environment for Health, Safety, Appropriateness, Maintenance, and Cleanliness

The CONTRACTOR shall Monitor Certified Foster Parents for compliance with Title 22, Chapter 1, Sections 80087 and 80088, and Chapter 4, Sections 83087, 83087.1, 83087.2, and 83088, to provide: (1) a home and yards that are safe, well-maintained, and appropriately furnished; (2) age appropriate environment; (3) a bedroom, or sufficient space in a shared bedroom, with a comfortable mattress in good condition and adequate space to store clothing and personal items; (4) an appropriate and well-lit space for studying; (5) acceptable housekeeping; and (6) safety gates and latches as applicable.

In addition to providing locked storage for poisons, firearms, and ammunition as required by Title 22, Chapter 1, Section 80087(h)(1) through (3), the CONTRACTOR shall also provide locked storage for disinfectants, cleaning solutions, and other items that could pose a danger if readily available to clients.

The CONTRACTOR shall: (1) shall develop a checklist for the Monitor's use that incorporates Title 22, Division 6, Chapter 1, Article 7, and Chapter 4, Article 7; and (2) Monitor Foster Parents after certification at least quarterly for compliance with the above regulations regarding physical environment.

1.2.4 Second-Hand Smoke, Tobacco Products, Narcotics and/or Other Illegal Substances, and Alcoholic Beverages

The CONTRACTOR shall Monitor for Compliance that: (1) Placed Children are not exposed to second-hand smoke; (2) Placed Children under eighteen (18) years of age are not permitted to use any tobacco products under any circumstances; and (3) Placed Children are not to drink any alcoholic beverages or use any narcotics or illegal substances under any circumstances. CONTRACTOR shall document failure of the Certified Foster Parent's compliance with this section and take necessary corrective action to ensure compliance.

1.2.5 Drivers' Licenses, Vehicle Safety, and Vehicle Equipment

The CONTRACTOR shall Monitor and maintain the necessary records to meet the transportation requirements of California Department of Social Services Manual of Policy and Procedures, Title 22, Division 6, Chapter 1, Section 80074 and Chapter 4, Section 83074 as well as California Vehicle Code Sections 27360 and 27360.5. These requirements include the following: (1) drivers must be licensed for the type of vehicle operated; (2) the manufacturer's rated seating capacity must not be exceeded; (3) vehicles used to transport Placed Children must be maintained in a

safe operating condition; (4) infants must be secured in a car seat designed for infants; (5) children up to six years of age who weigh less than 60 pounds must be secured in a child passenger restraint system meeting applicable federal motor safety standards; and (6) children over six and less than sixteen years of age, and who weigh 60 pounds or more, must be secured in a child passenger restraint system or safety belt meeting applicable federal motor vehicle safety standards.

1.2.6 Driving Records and Auto Liability Insurance of ITFC FFA Social Workers, Other ITFC FFA Staff, and Certified Foster Parents Who Use Their Vehicles to Transport Placed Children

The CONTRACTOR shall Monitor and maintain records to verify that Certified Foster Parents or their designated drivers who transport the Placed Children: (1) have and maintain a valid California driver's license with the California Department of Motor Vehicles; and (2) insure their vehicles, if used to transport the Placed Children, at or above the minimum bodily injury and property damage limits required by the State of California.

The CONTRACTOR shall also maintain for their social workers and other staff who use their vehicles to transport children no less than $1,000,000 non-owned auto liability coverage per accident in accordance with the Contract, Section 5.0, General Insurance Requirements, and Section 6.0, Insurance Coverage Requirements.

1.3 Procedure for Emergency Replacement:

In the event of an emergency, the CONTRACTOR may move a Placed Child without prior authorization from the Children's Social Worker (CSW). The ITFC FFA shall make every effort to keep the 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 Certified Family Home.

The 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. The CONTRACTOR shall then discuss the situation with the CSW or the CSW's supervisor and document the conversation and decision in the Placed Child's record.

1.4 Runaway Procedures:

The CONTRACTOR shall try to locate a runaway child by:

1.4.1 Immediately calling DCFS.
As soon as you have discovered that a child has run away, please call the CSW or their supervisor. If it is after hours or on the weekend, or, you are unable to reach the CSW or their supervisor, call the **DCFS Child Protection Hotline at 1-800-540-4000**. Any assistance you can provide to the CSW about neighbors, friends of the child, school officials and family members would be helpful in gathering more information.

DCFS staff or the Hotline will need as much detailed information as you can give them. For instance: Who did the child leave the home with? Did someone pick up the child or did they leave on foot? Which direction did the child go in? Was there a parent or relative involved? What was the child's state of mind – angry, depressed?

1.4.2 Immediately calling law enforcement and filing a Missing Persons' Report. Have the phone number of your nearest law enforcement agency on hand. Law enforcement will need a physical description of the minor and any distinguishing physical characteristics. Be sure to get a report number and the name of the person taking the report and follow up by getting a report in writing. Document all of your efforts.

1.4.3 Within 72 hours, sending the Missing Person's Report and reporting number to the CSW. If you are reporting a runaway, fill out an iTrack Special Incident Report. Forward the report to Community Care Licensing, the DCFS Out-of-Home Care Management Division and to the CSW. Be sure to include the time and date the child was last seen and any significant details leading up to the incident.

1.4.4 Keep all of your copies of reports and documentation for at least 6 months.

Important numbers to have on hand:
CSW
CSW's supervisor
Child Protection Hotline: 1-800-540-4000
Closest law enforcement agency

PERFORMANCE OUTCOME SUMMARY

2.0 PERMANENCY

PROGRAM TARGET GROUP:
Placed Children in Certified ITFC FFA Homes.

PROGRAM GOAL AND OUTCOME:
Placed children shall achieve timely permanency through family reunification, adoption, or legal guardianship.

OUTCOME INDICATORS	PERFORMANCE TARGETS	METHOD OF DATA COLLECTION
Discharge to a permanent destination, family reunification, adoption, or guardianship.	81.5% of discharges from an ITFC FFA to family reunification, adoption, legal guardianship.[5]	CWS/CMS Child's Case File
Placement stability: Number of children who experienced more than one move within the ITFC FFA in the past year.	At least 90% of children will maintain placement stability, with no moves between foster homes.	Needs and Services Plan/Quarterly Reports Discharge Summary

[5] This data will be collected by the Department's Information Technology Section from the CWS/CMS database to insure accuracy. CONTRACTOR shall also maintain documentation demonstrating the implementation of the child's permanent plan.

2.0 PERMANENCY

PERFORMANCE OUTCOME GOAL: Placed children shall achieve timely permanency through reunification, adoption, or legal guardianship.

SERVICE TASKS:

2.1 Permanency:

2.1.1 Permanency Planning

For all Placed Children the CONTRACTOR shall document on the CONTRACTOR'S intake form the Placed Child's permanency plan as provided by the CSW.

The CONTRACTOR shall assess the strengths, training, skills, and interests of each Certified Foster Parent in order to match them, to the extent possible and appropriate, to each child's permanency plan for family reunification/relative placement, adoption, legal guardianship, or planned permanent living arrangement.

The CONTRACTOR shall assess the strengths, training, skills, and interests of each Certified Foster Parent in order to match them, to the extent possible and appropriate, to each child's need for sibling group placement, neighborhood/school-based placement, or special health care needs placement.

When the permanency plan is immediate adoption (the Placed Child has been identified as Fast Track to Permanency), the CONTRACTOR shall determine and document in the CONTRACTOR'S intake form whether the Certified Family Home has an approved adoption home study and is available and appropriate prior to accepting the child.

2.1.2 Facilitating Legal Permanency Plans

The CONTRACTOR shall, in collaboration with the CSW, facilitate the implementation of any permanent placement, such as family reunification, adoption, or legal guardianship, as determined by the COUNTY for a Placed Child under the CONTRACTOR'S care.

2.1.3 Location Information Prior to Placement

The CONTRACTOR shall provide to the COUNTY the location of the Certified Family Home prior to placement.

2.1.4 Prior Authorization Required for Movement of a DCFS Placed Child

The CONTRACTOR may move a Placed Child from one home to another home within the CONTRACTOR'S Program only after receiving prior written authorization from either the Placed Child's CSW, the CSW's supervisor, or the CSW's administrator, except as set forth in Exhibit A, SOW, Section 1.3. This Exhibit A, SOW, Part C, Section 1.3 shall apply to any movement of a Placed Child to a Certified Foster Parent to provide respite care. The CONTRACTOR shall document the name of the approving CSW or administrator and place it in the Placed Child's record.

The COUNTY shall not unreasonably withhold or delay authorization for the CONTRACTOR to move a Placed Child from one home to another.

2.1.5 Sibling-Group Placements

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

2.1.6 Identifying, Developing, and Maintaining Important Relationships

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 the COUNTY Case Plan. CONTRACTORS shall assist the CSW in identifying these individuals as potential permanency resources. CONTRACTORS shall, to the extent possible, 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 (Welfare and Institutions Code, Section 16501.1(i). For a Placed Child 16 years of age or older, the CONTRACTOR shall assist the Placed Child and the CSW to identify a caring adult that will help the child prepare for the transition from foster care to independent living (Welfare and Institutions Code, Section 16501.1(f)(15).

2.2 Family Reunification:

If the permanency plan is for family reunification, the CONTRACTOR shall assist the COUNTY in reunification efforts by: (1) placing the child with a home in his/her own neighborhood to the extent possible; (2) facilitating visits and arranging transportation for the Placed Child with the family consistent with the orders of the court and the Needs and Services Plan; (3) offering and/or

supporting other reunification Services such as family counseling; (4) Monitoring the visits with the family as needed. The CONTRACTOR shall Monitor for Compliance that the Certified Foster Parents cooperate with such reunification efforts and visitation.

2.3 Adoption:

2.3.1 Adoptions Assessments

If the Placed Child's permanency plan is for adoption, the CONTRACTOR shall participate with the CSW and/or Adoptions Worker to assess both the strengths and special needs of a Placed Child to assist in determining an appropriate adoptive home.

2.3.2 Adoption-Related Services

The CONTRACTOR shall facilitate the Placed Child's involvement in adoption-related activities and visits with prospective adoptive families. The CONTRACTOR shall provide counseling, support, and education for the Placed Child and his/her Certified Foster Parents in making decisions and transitions related to adoption or to any other legally permanent placement.

2.3.3 Adoption-Related Information

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

2.4 Legal Guardianship:

If the permanency plan is for legal guardianship, the CONTRACTOR shall assist the COUNTY by: (1) placing the child in the neighborhood of the legal guardian/ proposed legal guardian to the extent possible; (2) facilitating visits and arranging transportation of the Placed Child with the legal guardian/proposed legal guardian consistent with the orders of the court and the Needs and Services Plan; (3) offering support and other Services such as family counseling to the legal guardian/ proposed legal guardian; (4) Monitoring visits with the legal guardian/proposed legal guardians as needed. The CONTRACTOR shall Monitor for Compliance that the Certified Foster Parents cooperate with such legal guardianship efforts and visitation.

2.5 Maintaining and Developing the Community Network for DCFS Children:

Permanency planning starts with maintaining a child's Community network that he or she had prior to placement to the greatest possible extent consistent with the best interests of the child. This is powerfully stated in Part C: (1) Sections 2.1.1; (2) the new Family Visitation Plan requirements in Section 3.2 and Exhibit

X; (3) the new requirements for Identifying, Developing, and Maintaining Important Relationships in Section 2.1.6; (4) Sibling-Group Placements in Section 2.1.5; (5) Family Reunification in Section 2.2; (6) Community-Based placement in Section 3.1.8; (7) the right of a Placed Child to remain in his or her school of origin in Section 3.10.2; and (8) the right of immediate enrollment in school in Section 3.10.3.

Developing a Community network for children is also stated in: (1) arranging for tutoring for a child whose basic skills are below grade level in Section 3.10.6; (2) providing adoption-related Services in Section 2.3; (3) providing legal guardianship-related Services in Section 2.4; (4) promoting participation in extracurricular, enrichment, and social activities in Section 3.4; and (5) facilitating participation of youths 14 years and older in the DCFS Emancipation Program, including plans for attending vocational training programs, work experience, and education opportunities in Sections 3.11.3 and 3.11.4.

In addition to the above requirements, the CONTRACTOR shall, in coordination with the CSW, arrange with the receiving family for each child going to a lower level of placement (a foster family, adoptive, or legal guardian home, or a relative/parent home), prior to or at the time of termination, the appropriate services in the community into which the child will be going. These services could include: (1) counseling, tutoring, and medical resources; (2) special school programs and non-public schools information; (3) transportation information; and (4) the locations of faith communities consistent with the child's preferences. The goal is to achieve the greatest continuity and the least disruption of Services as possible.

PERFORMANCE OUTCOME SUMMARY

3.0 WELL-BEING

PROGRAM TARGET GROUP:
Placed children in Certified Family Homes of ITFC FFAs

PROGRAM GOAL AND OUTCOME:
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
Placed children enrolled in school within three school days of placement. Placed children who achieved high school graduation or equivalent upon Emancipation.	At least 80% of school-aged children will be enrolled in school within three school days of placement. [6] At least 90% of age appropriate Placed Children emancipated with high school diploma or equivalent. [7]	Health and Education Black Binder Child's Case Files Needs and Services Plan/Quarterly Reports CWS/CMS

[6] CONTRACTOR shall document the reason(s) if a child was not enrolled in school within 3 school days of placement.

[7] CONTRACTOR shall document the reason(s) if a child did not achieve high school graduation or equivalency upon Emancipation.

3.0 WELL-BEING

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

SERVICE TASKS:

3.1 Intake Requirements: The CONTRACTOR shall comply with the intake requirements of Title 22, Chapter 8.8, Section 88068.1. The CONTRACTOR shall also comply with the intake requirements in paragraphs 3.1.1 through 3.1.9 below.

3.1.1 Declaration in Support of Access to Juvenile Records Form

The CONTRACTOR shall complete and submit a DCFS 4389 (4/94), Declaration in Support of Access to Juvenile Records (WIC 827) (see Exhibit G), in order for the CSW to release any juvenile records. The CONTRACTOR will ensure that only persons permitted by law have access to records.

3.1.2 Assessment Prior to the Placement of More Than One Child in an ITFC Certified Family Home

No more than one emotionally disturbed child shall be placed in an ITFC FFA Certified Family Home unless the participating ITFC FFA provides the county welfare department with a written assessment of the risk and compatibility of placing two emotionally disturbed children together. More than two emotionally disturbed children who are siblings may be placed together in the same Certified Family Home if the placement is approved by the IPRT of the placing county and the participating county. However, there shall be no more than a total of five children living in a Certified Family Home with two adults, and there shall be no more than a total of three children living in a Certified Family Home with one adult, except in cases where children living in the home other than those placed pursuant to this chapter are 15 years of age or older. No other foster children other than ITFC placements shall be in the home, unless there has been approval in advance by the IPRT.

The CONTRACTOR shall reassess a Certified Family Home with more than one child whenever there is a major event in the family (death, divorce, birth of another child, serious illness, etc.) or serious incident (as defined in Exhibit A-VIII, Special Incident Reporting Guide for FFAs, Item #5) with the foster children that raises concerns about their care and supervision. The CONTRACTOR shall retain the reassessments, document any problems, and record how the problems were resolved.

3.1.3 The CONTRACTOR shall not place both DCFS and Probation children in the same Certified Family Home.

3.1.4 Requirement for Emergency Intakes 24/7

The CONTRACTOR shall provide intake Services 24 hours per Day, seven Days per week.

3.1.5 Pre-Placement Visits

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

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

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

3.1.6 Acceptance of All Children Who Meet Program Statement Criteria

The CONTRACTOR shall accept all children who meet the CONTRACTOR'S Program Statement criteria when an appropriate vacancy is available. The CONTRACTOR'S social work staff shall assess the ITFC FFA's ability to: (1) provide the required Services to meet the child's needs in the child's own neighborhood as appropriate based upon the information received from the child's CSW; and (2) facilitate family participation in treatment as appropriate based upon the information received from the child's CSW.

3.1.7 Denial of Placement of Children Who Do Not Meet the License or Program Statement Criteria

The CONTRACTOR is responsible for denying placement of children, within the limitations of the information provided at the time of placement, who do not meet the license or Program Statement criteria for the ITFC FFA. If the CONTRACTOR determines that a referred child does not meet these criteria, the CONTRACTOR shall immediately notify the CSW. Upon request, the CONTRACTOR shall provide an explanation for such denial to the CSW.

The CONTRACTOR shall not accept children with special health care needs, within the limitations of the information provided at the time of placement, unless an appropriate placement is available in a specialized Certified Family Home as specified in Title 22, Division 6, Chapter 4, Sections 83065.1, 83066, 83069.1, 83070.1, 83072.2, and 83087.1. Special health care needs includes, but is not limited to medical conditions requiring specialized in home health care. Special health care needs include medical technology dependence and other medical conditions that could deteriorate rapidly, causing permanent injury or death, as defined in Title 22, Division 6, Chapter 4, Section 83001(m)(1).

3.1.8 Community-Based Placement

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

3.1.8 Orientation of Placed Children

The CONTRACTOR shall provide each newly Placed Child, in an age-appropriate manner, a comprehensive overview of the CONTRACTOR'S Program and procedures as described in the CONTRACTOR'S Program Statement (Exhibit B), the LIC 613, Personal Rights form (Exhibit A- IVa), the Foster Youth Bill of Rights (Exhibit A-I), WIC Section 16001.9 (Exhibit H), and, for children 11 years old and older, the Legal Rights of Teens in Out of Home Care (Exhibit A-II). Such overview will include: (1) opportunities for achievement; (2) voca-tional and job training; (3) life-skills training; (4) recreation; (5) educational choices; 6) religious, spiritual, or ethical development in the faith of the Placed Child's or his/her parents' choice; (7) identification of Placed Child's ITFC FFA social worker; (8) Placed Child's clothing and weekly allowance; (9) Certified Foster Parent's house rules including discipline practices and grievance/complaint procedures; (10) school attendance requirements including school dress code and academic expectations; and (11) discharge procedures. The CONTRACTOR shall have the Placed Child or Placed Child's authorized representative sign an acknowledgement of

completion of the orientation and the receipt of written copies of personal rights, Foster Youth Bill of Rights, the Legal Rights of Teens in Out of Home Care (11 years old and older), house rules, discipline practices, grievance/complaint procedures, and discharge procedures.

3.2 Visitation Plan:

3.2.1 Family Visitation Guidelines

The Juvenile Court Visitation Committee of the Los Angeles County Superior Court has issued new requirements in a document called *Family Visitation Guidelines*, which is attached as Exhibit X. The requirements include, but are not limited to:

(a) Family Visitation Plans (FVPs) shall be developed by a TEAM consistent with the dependency and criminal court orders [See Section 3.2.2 below];

(b) The FVP must include detailed, specified information [See Exhibit X, p. 12];

(c) Caregivers, including ITFC FFA staff, are required to perform specified tasks [See Section 3.2.3 below];

(d) Length and frequency of visitation should correspond to the child's age and developmental stage and be consistent with the family's permanency goal [See Section 3.2.4 below]; and

(e) The FVP must provide for regular and frequent visitation between siblings, unless inappropriate [Exhibit X, p. 21].

3.2.2 The TEAM

The TEAM may refer to (1) Team Decision-Making [TDM]; (2) Family Group Decision-Making [FGDM]; (3) Permanency Planning Conferences; (4) Family Conferencing; (5) Meetings convened to specifically plan visitation; (6) Point of Engagement [POE]; and (7) Multidisciplinary Assessment Teams [MAT].

Each TEAM, with the exception of FGDM, shall include the following members: (1) TEAM Facilitator; (2) DCFS CSW, Emergency Response Worker and/or Supervising CSW; (3) parents/legal guardians; (4) care-givers [including residential facility representatives and ITFC FFA personnel]; (5) Children 10 years of age and older, unless inappropriate; and (6) other individuals to the extent possible and appropriate as listed in Exhibit X, p. 7, including siblings.

3.2.3 Caregivers' Requirements

Caregivers, including ITFC FFA staff, are required to:

(a) ensure the well-being of the child including the provision of emotional support;

(b) comply with the finalized and/or court approved FVP;

(c) participate in the TEAM meeting to develop and review the FVP as appropriate;

(d) be familiar with the Case Plan;

(e) inform the CSW of any problems in complying with the FVP (scheduling conflicts, etc);

(f) respect the importance to the child of his/her family, and make every effort to ensure communication/interaction between the child and the family to the greatest extent possible. Where appropriate, this communication/interaction should include phone calls, mail and e-mail;

(g) accommodate adjustments to the FVP to the greatest extent possible;

(h) maintain contact with the CSW regarding visitation progress. This should include an objective description of the child's behavior before and after visitation;

(i) maintain objectivity, and remain committed to the permanency plan;

(j) share with the parent any changes or concerns related to the child's health and education;

(k) prepare the child for visits. This should include describing the location of the visit to the child and what type of contact the child can expect during the visit to the greatest extent possible;

(l) dress child in accordance with visitation facility (e.g., jails, drug treatment facilities) regulations as informed by the CSW or the facility;

(m) provide transportation as negotiated in the FVP; and

(n) notify CSW of any unplanned contacts between the child and parent or caregiver and parent.

3.2.4 Frequency and Length of Visitation Guidelines

The frequency and length of visitation guidelines are as follows:

(a) <u>For 0-6 months</u>, families should visit at least three times a week for 30-60 minutes.

(b) <u>For 6-12 months</u>, families should visit at least three times a week for one hour.

(c) <u>For 1-4 years</u>, families should visit at least twice per week for 1 ½ hours.

(d) For 5-15 years, families should visit at least once per week for two or more hours.

(e) For 16-18 years, there is no recommendation except the child's desires should be strongly considered in creating the FVP

3.2.5 Honoring the Visitation Rights of Placed Children

The 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; or (2) the FVP developed by the TEAM 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.

The CONTRACTOR must allow visitation for the caseworker, attorney, and CASA. The CSW shall provide CONTRACTOR with copies of court orders regarding court ordered visitation (Exhibit G) and the FVP.

The FVP shall be discussed with the Certified Foster Parent to facilitate his/her understanding of COUNTY'S and the CONTRACTOR'S expectations of the Certified Foster Parent, including the transportation arrangements and the birth parent/guardian visiting the Placed Child in the Certified Family Home when applicable. A copy of the FVP shall be given to the Certified Foster Parent.

3.3 Needs and Services Plan and Related Social Services:

3.3.1 Required use of the "Provider Needs and Services Plan/Quarterly Report: Template

The CONTRACTOR shall use the "Provider Needs and Services Plan/Quarterly Report" electronic template for CCLD and DCFS. If you have not already received the template, call Dr. Robert Rogers at (626) 569-6813 for an e-copy. (A printed copy is attached for informational purposes only as Exhibit A-Va.)

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

3.3.2 Required DMH Records

In addition to the records requirements in paragraphs 3.3.1 and 3.3.2 above, the CONTRACTOR shall complete for each child the following DMH forms (Exhibits EEa-f):

(a) Outcomes Measures Application (OMA) Child (0-15 years) Baseline – Exhibit EE-a;

(b) OMA Child 3M (3 Month) – Exhibit EE-b;

(c) OMA Child Key Event Change (KEC) – Exhibit EE-c;

(d) OMA Transitional Age Youth (TAY), 16-25) Baseline – Exhibit EE-d;

(e) OMA TAY 3M – Exhibit EE-e; and

(f) OMA TAY KEC – Exhibit EE-f.

3.3.3 Participation by the Placed Child, CSW, Certified Foster Parents, and Family

The CONTRACTOR shall ensure that: (1) the Placed Child, age and maturity permitting, the CSW, and the Certified Foster Parents are offered the opportunity to participate in the development of and any modifications to the Needs and Services Plan in accordance with Title 22, Division 6, Chapter 8.8, Sections 88068.2(b) and 88068.3(b); (2) the CSW gives written approval of the Needs and Services Plan and any modifications thereto in accordance with Title 22, Division 6, Chapter 8.8, Sections 88068.2(b)(1) and 88068.3(b)(1); and (3) the CSW and Certified Foster Parents receive copies of the approved Needs and Services Plan and any modifications thereto in accordance with Title 22, Division 6, Chapter 8.8, Section 88068.2(c) and 88068.3(c).

Efforts to comply with the above requirements shall be documented in the Placed Children's case files.

3.3.4 Attendance at Team Decision-Making and Permanency Planning Conferences

The CONTRACTOR shall attend all DCFS Team Decision-making and Permanency Planning conferences, to which the CONTRACTOR receives advance notice of.

3.3.5 Life Goals and Objectives

The CONTRACTOR shall discuss with Certified Foster Parents on teaching the Placed Child how to set short-term and long-term goals and objectives appropriate to the developmental level of the Placed Child. The CONTRACTOR shall discuss possible short-term and long-term goals and objectives with the Placed Child as they relate to his/her Needs and Services Plan, 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.

3.3.6 Placed Children's Cultural Awareness

The CONTRACTOR shall discuss with Certified Foster Parents ways to provide opportunities to encourage the development of the Placed Child's cultural awareness, thereby increasing self-esteem. Placed Children should be encouraged and allowed to participate in activities in which they have an interest such as dance, art, sports, music, etc.

3.3.7 Transportation Services

No Placed Child shall miss going to school or medical appointments because the CONTRACTOR does not provide or arrange transportation. The CONTRACTOR shall arrange transportation to activities as agreed to by the CONTRACTOR in the Needs and Services Plan. These activities may include school, ILP, teen clubs, place of child's employment, adoption-related events, visits with the family/relatives and prospective adoptive families, job training, extra-curricular or recreational activities, therapy, medical/dental appointments, religious service of Placed Child's or family's preference, sibling visits, etc. This can include teaching the Placed Child to take public transportation, and arranging transportation with other care providers or outreach advisors, ILP coordinators, CSWs, etc. CONTRACTOR shall ensure that all persons providing non-public transportation consistent with and in support of the Needs and Services Plan developed with the Department, for a Placed Child pursuant to this Section comply with the requirements of: (1) Title 22, Division 6, Chapter 1 Section 80074 and Chapter 4, Section 83074; (2) California Vehicle Code, Sections 27360 and 27360.5; and (3) vehicle insurance at or above the minimum bodily injury and property damage limits required by the State of California. The CONTRACTOR shall provide transportation and transportation expenses as outlined in Exhibit B, the CONTRACTOR'S Program Statement.

3.4 Extracurricular, Enrichment, and Social Activities:

The CONTRACTOR shall comply with WIC Section 362.05, which states, in part, that, "Each state and local entity shall ensure that private agencies that provide foster care services to dependent children have policies consistent with this section and that those agencies promote and protect the ability of dependent children to participate in age-appropriate extracurricular, enrichment, and social activities. Caregivers, as defined in paragraph (1) of subdivision (a) of Section 362.04 shall use a reasonable and prudent parent standard, as defined in paragraph (2) of subdivision (a) of Section 362.04, in determining whether to give permission for a child residing in foster care to participate in extracurricular, enrichment, and social activities. The caretaker shall take reasonable steps to determine the appropriateness of the activity in consideration of the child's age, maturity, and developmental level." (See Welfare and Institutions Code, Section 362.04(a)(2), for the definition of "reasonable and prudent parent standard.")

3.5 Written Notice at Least Seven Days Prior to Discharge:

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 CSW whether additional Services may prevent an unnecessary and traumatizing replacement of a child from the CONTRACTOR'S Certified Family Home.

Prior to discharging a Placed Child, the CONTRACTOR shall, for DCFS Children, provide the DCFS Regional Administrator, DCFS Resource Utilization Management (RUM) Section Program Manager, and the Placed Child's CSW's supervisor a Notice of Intent to Discharge that documents efforts to stabilize the placement, including police calls and mental health services, in advance of any anticipated replacement. The Notice of Intent to Discharge for a DCFS Child may be provided by way of e-mail or fax. When the CONTRACTOR notifies the COUNTY of issues potentially affecting the stability of a child's continued placement in CONTRACTOR'S Program, COUNTY and CONTRACTOR shall convene a Team Decision Making (TDM) meeting/case conference to determine whether the child's placement may be stabilized and/or additional Services may be provided without removing the child from the CONTRACTOR'S Program. CONTRACTOR shall provide Notice of Intent to Discharge no less than 7 Days prior to the anticipated discharge date, unless it is agreed upon at the case conference (Team Decision Making meeting) that less notice is necessary due to an immediate threat to the health and safety of the Placed Child or others.

Whenever a Placed Child is discharged, complete a Discharge Summary for DCFS: Foster Family Agency, per Exhibit Z.

COUNTY and CONTRACTOR will pursue appropriate performance indicators to be measured and reported on regarding increased placement stability.

3.6 Training Requirements for Certified Foster Parents and Support Counselors:

3.6.1 Certified Foster Parents: The CONTRACTOR shall train Certified Foster Parents to meet the Placed Children's needs and understand the Case Plan goals of: (1) family reunification; (2) adoption; (3) legal guardianship; (4) permanent placement; (5) placement of sibling groups in the same home; (6) neighborhood/ school-based placements; or (7) placement of children with special health care needs. The CONTRACTOR shall recruit Certified Foster Parents with these objectives in mind.

WIC Section 18358.10(a)(2) states that ITFC FFA foster parents shall be provided with at least 60 hours of training in the care of emotionally disturbed children and 12 hours of ongoing in-service training per year. Training shall include, but not limited to, working with abused and

neglected children, progressive crisis intervention, and cardiopulmonary resuscitation. All training shall be completed prior to the child's placement in the home. In two-parent homes, placement may be made after one parent has completed 60 hours of training, provided that the second parent has completed 40 hours of training and completes an additional 20 hours of training within the first six months of placement. PRIDE (Parent Resource for Information Development and Education) and PS MAP (Permanency and Safety, Model Approach to Partnerships in Parenting) training may comprise part of the 60 hours.

WIC Section 18358.20(h) states that the training curriculum for ITFC FFA foster parents shall include the following areas, at a minimum: (1) alternative forms of discipline; (2) child growth and development; (3) behavior management techniques; (4) differential needs and treatment of children; and (5) crisis prevention and intervention.

3.6.2 Support Counselors: WIC Section 18358.10(d)(2) states that each participating ITFC FFA shall provide each support counselor with 60 hours of training to include, but not be limited to, working with abused and neglected children, progressive crisis intervention, cardio-pulmonary resuscitation, and developing treatment plans for emotionally disturbed children. All training shall be completed prior to placing a child in a Certified Family Home for which the support counselor is assigned responsibility.

3.7 Monitoring Requirements:

The CONTRACTOR shall Monitor items 3.7.1 through 3.7.16; 3.8.1; 3.9.1 through 3.9.7; 3.10.4 through 3.10.5; 3.10.9; and 3.11.2 through 3.11.5 quarterly. The CONTRACTOR shall develop a *Quarterly Certified Family Home Inspection Checklist* that incorporates all of the requirements in these sections, including all the Title 22 regulations referenced in them, to use for the inspections. The CONTRACTOR shall retain these inspection sheets, document any problems, and record how the problems were resolved.

3.7.1 Planned Activities and Use of Community Resources

The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents provide opportunity for and encourage, as appropriate, activities in accordance with Title 22, Division 6, Chapter 4, Section 83079(a), and the Needs and Services Plan including: (1) group interaction activities, both at the Certified Family Home and in the community; (2) physical activities such as games, sports, and exercise, both at the Certified Family Home and in the community; (3) individual and family-oriented leisure time activities; (4) educational activities such as assistance with homework; and (5) daily living skills activities such as bathing, dressing, grooming, manners, shopping, cooking, money management, and use of public transportation. However, in accordance with Title 22, Division 6, Chapter

4, Section 83079 (b), the Placed Child shall not be required to perform activities that interfere with school, training, treatment Programs or family visits.

3.7.2 Allowance Logs

The CONTRACTOR shall Monitor for Compliance that the Certified Foster Parent maintains a log indicating the date, the amount of allowance the Placed Child receives, and the Placed Child's signature (when age appropriate) upon receipt of the allowance.

3.7.3 Placed Child's Allowance, Security and Use of Allowance, Earnings, and Other Income

The CONTRACTOR shall abide by the requirements outlined in Title 22, Division 6, Chapter 1, Section 80026 and adhere to their own Program Statement.

The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents provide a weekly allowance, which is appropriate to the Placed Child's age and reasonably commensurate with peer group standards as described in the CONTRACTOR'S Program Statement. The CONTRACTOR shall work with the Certified Foster Parents and the CSW to 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. Certified Foster Parents shall encourage Placed Children age fourteen (14) and older to save their earnings for Emancipation. If a Placed Child is unable to handle money, the CONTRACTOR shall provide the Placed Child with instruction on how to handle money and put the Placed Child's money in a secure place until the Placed Child is able to handle his/her money independently.

The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents not require a Placed Child to use his/her allowance or earnings to purchase items that Certified Foster Parents or the CONTRACTOR is responsible to provide as described in the CONTRACTOR'S Program Statement. If the Certified Foster Parents receive infant supplement money for child(ren) placed with a minor parent, such money should be used to buy these items including: (1) clothing; (2) personal care/hygiene items; and (3) items such as diapers and baby clothes, or baby sitting Services etc.,

The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents do not substitute monetary allowances with non-monetary items such as clothing, food, and other items that Certified Foster Parents are responsible for providing.

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 the CONTRACTOR herein. Beyond supervision of spending for appropriateness, age, safety, and health, the CONTRACTOR shall Monitor for Compliance that Certified Foster Parents 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.

3.7.4 Monetary Consequences

Certified foster parents may apply monetary consequences in accordance with the Foster Youth Bill of Rights (Exhibit A-I). Certified foster parents shall maintain an account of monetary fines collected. Independent Living Program (ILP) incentive money is considered "income" to the Placed Child and shall not be withheld from the Placed Child by the CONTRACTOR or Certified Foster Parents.

3.7.5 Chores

The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents appropriately assign and supervise performance of chores within the context of a family setting appropriate to the Placed Child.

3.7.6 Balanced Diet, Snacks, and Special Diets

The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents provide a balanced diet in sufficient quantities as defined in Title 22, Division 6, Chapter 1, Section 80076, and Chapter 4, Section 83076. A variety of snacks shall be made reasonably available unless specified in the Needs and Services Plan.

The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents 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. The CONTRACTOR shall inform the CSW when special dietary needs arise due to medical problems/conditions.

3.7.7 Food Preparation and Storage

The CONTRACTOR shall Monitor for Compliance with Title 22, Section 80076, for food storage, food preparation, and sanitation procedures to prevent transmission of infectious illnesses. The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents do not serve frozen milk for drinking.

3.7.8 Clothing Inventories

The CONTRACTOR shall maintain a written inventory of each Placed Child's clothing. The CONTRACTOR shall update clothing inventories at least every six (6) months.

3.7.9 Meeting of the Full Clothing Standard in a Timely Manner

The CONTRACTOR shall Monitor for Compliance that each Placed Child has the amount of clothing listed within the timeframes stated in the DCFS Clothing Standard (Exhibit A-VI).

3.7.10 Clothing Size, Condition, Appropriateness, Selection, Cleaning, Mending, Monitoring, etc

Clothing shall fit according to industry size charts and shall never be too small or more than two sizes larger than actual measurements indicate. The clothing shall also be clean, in good condition, and appropriate for the intended use and season, including the school dress code. The CONTRACTOR shall not provide used/second hand underwear or shoes. The CONTRACTOR may use donations of new clothing to meet the DCFS Clothing Standard (Exhibit A-VI). 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. The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents provide for laundry, dry cleaning, and mending of clothing in accordance with the Program Statement.

3.7.11 Special Clothing Needs

The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents 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.

3.7.12 Clothing Storage and Security

Certified foster parents shall provide appropriate storage for the Placed Child's clothing. The COUNTY understands that clothing often disappears, particularly during home visits, and that clothing security is not entirely within the CONTRACTOR'S control. All losses shall be documented as part of the clothing inventory, including a brief description of the circumstances involved. The CONTRACTOR shall report two or more instances of clothing loss in a six-month period to the CSW.

3.7.13 Collection and Storage of Personal Belongings at Termination of Placement

When the Placed Child is discharged, the CONTRACTOR shall ensure that the Placed Child's clothing accompanies the Placed Child to the next placement. If the Placed Child runs away, the CONTRACTOR shall Monitor for Compliance that the Certified Foster Parents collect all personal belongings, alert the CSW that they are at the home, and, if the CSW does not collect the belongings, store them for up to 14 calendar Days. After 14 Days, the CONTRACTOR shall contact and inform the CSW that the personal belongings will be mailed to the COUNTY at the COUNTY'S expense unless an alternate plan is agreed upon.

3.7.14 Personal Care Items

The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents: (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 choice among brands as long as the cost is reasonable; (3) give consideration to specific cultural and ethnic needs; (4) provide specific brands necessary for health reasons; and (5) Monitor the use of all products in aerosol or glass containers.

3.7.15 Supply, Cleanliness, and Condition of Linens, Blankets, Window Treatments, etc.

The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents: (1) supply 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.

3.7.16 Life Book/Photo Album

The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents encourage and assist each Placed Child in creating and updating a life book/photo album of items that relate to childhood memories. If the Placed Child has not taken the life book with him/her, the CONTRACTOR shall provide the Placed Child's life book either to the CSW at the time the Placed Child departs from CONTRACTOR'S care or, when the CSW is not present, to DCFS or the CSW within three (3) business days of the time of the Placed Child's departure.

3.8 Health and Medical Requirements:

3.8.1 Medical, Dental, and Psychiatric Needs

The CONTRACTOR shall Monitor that the necessary medical, dental, and psychiatric needs of the Placed Child are met in accordance with the: (1) Child Health Disability Prevention Program (Exhibit A-IX); (2) the Medi-Cal program; (3) Title 22, Division 6, Chapter 1, Section 80075, and Chapter 4, Section 83075; and (4) WIC Section 18358.20(b).

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

3.8.2 Reimbursement for Medical, Dental, and Psychiatric Costs

The CONTRACTOR shall utilize the Medi-Cal program for all eligible medical, dental, and psychiatric care costs for Placed Children.

For any services not eligible for Medi-Cal reimbursement and not covered by private insurance, the CONTRACTOR shall, to the extent feasible, obtain medical, dental, or psychiatric care services for the Placed Child through a COUNTY or COUNTY contracted facility.

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

3.8.3 Use of Child Health Disability Prevention (CHDP) Medical/Dental Providers.

The CONTRACTOR shall, to the extent possible, utilize a Child Health Disability Prevention (CHDP) provider doctor/dentist, who does CHDP equivalent exams and performs the initial medical/dental assessment, care, and follow through. See Exhibit A-IX, Requirements for Medical/Dental Exams for Placed Children (Periodicity Schedule for Health Assessment Requirements by Age Groups).

If CONTRACTOR needs assistance in locating a CHDP provider doctor/dentist, CONTRACTOR may (1) log onto the web site of the Los Angeles County Department of Health Services at http://lapublichealth.org/cms/chdp/, (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.

3.8.4 Physical/Dental Exams, Medical/Dental Care, and Medical/Dental Instructions Prior to Emancipation

To the extent reimbursed by Medi-Cal or private insurance or otherwise reimbursed by the COUNTY, the 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 within the three-month period prior to Emancipation.

3.8.5 Emergency Psychiatric Treatment

The CONTRACTOR shall have a plan for emergency psychiatric treatment for a Placed Child. Each Certified Foster Parent shall be trained in the procedures to activate this plan prior to certification.

3.8.6 Maintenance of the Health Portion of the Health and Education Passport

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

The CSW will provide CONTRACTOR with all medical information and reports in their possession to be contained in the Placed Child's Black Binder, or the equivalent, at the time of placement subject to confidentiality law restrictions. The CONTRACTOR shall update the Health Portion of the Placed Child's Black Binder during the course of treatment by following the instructions on page 1. This includes the mental health, dental, and health information regarding: (1) providers' names and addresses; (2) all mental health, dental, and health problems identified and Services provided, visits, and testing; (3) hospitalizations; (4) immunizations; (5) allergies; (6) current medications; and (7) any other relevant mental health, dental, and health information. The doctor or his staff must record medical and dental information such as immunizations given, medical diagnoses, and prescribed medication. (For the Education Portion of the Black Binder, see Section 3.10.8, below.)

The CSW shall provide the Black Binder within thirty (30) Days of initial placement of a child in foster care. If the child has already been placed elsewhere and is moved to CONTRACTOR'S facility, the Black Binder is to be provided within 48 hours of placement. If the Black Binder is not provided within the required timeframe, the CONTRACTOR shall: (1) initiate the Black Binder information (See Exhibit I, WIC Section 16010); and (2) immediately report lack of receipt of the binder to and request it from DCFS Regional Administrator via e-mail. The CONTRACTOR shall not be held responsible in an audit or monitoring review for failure to have

documents that were in existence at the time of placement but were not provided to the CONTRACTOR by the COUNTY.

The CONTRACTOR shall provide the updated Black Binder to the CSW at the time the Placed Child departs from the CONTRACTOR'S Program or provide the Black Binder within forty-eight (48) hours to the Regional Office SCSW or the on-duty CSW if the CSW is not present at the time of the Placed Child's departure. The CONTRACTOR shall update and be responsible for the Black Binder information only during the course of the placement.

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

3.8.7 Medications and Court Authorizations at Replacement

At the time of a child's replacement, the CONTRACTOR shall give any medications and court authorizations for the administration of psychotropic drugs to the CSW. If the medications and court authorizations are not available at the time of replacement outside the agency, CONTRACTOR shall send them to the CSW within 24 hours of the replacement.

3.9 Health and Medical Monitoring Requirements:

3.9.1 Immunizations and Routine Health Care

The CONTRACTOR shall Monitor the immunization and routine health care status of all Placed Children and shall accurately reflect this information in the Placed Child's medical records folder or Health Portion of the Black Binder when provided by DCFS.

3.9.2 Medications

The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents record type, date, and time of all prescription and non-prescription medication administered to the Placed Child.

3.9.3 Psychiatric Care and Clinical Evaluations by DMH Approved Providers

The CONTRACTOR shall Monitor for Compliance that psychiatric needs of the Placed Child are met in accordance with the CHDP program, Medi-Cal program, and CCLD regulations to the extent that funding and services are available.

The CONTRACTOR shall: (1) take all necessary steps to ensure that any Placed Child in its care with a known history of psychiatric problems (including hospitalizations) receives a clinical evaluation, provided that such an evaluation is authorized by DMH, conducted by a licensed mental

health professional; and (2) submit to the CSW the written results of such tests when obtained by the CONTRACTOR.

3.9.4 Assessment, Continuing Evaluation, and the Required Court Authorizations on Psychotropic Medication

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

For each psychotropic medication prescribed to a Placed Child, the CONTRACTOR, in conjunction with the CSW, shall Monitor to ensure that: (1) the prescribing physician submits a request and obtains court authorization; and (2) these requests and orders are renewed every six (6) months (Exhibit A-X). Upon receipt from the CSW or physician, the CONTRACTOR shall maintain copies of the court authorizations in the Placed Child's case record.

The CONTRACTOR shall Monitor the incorporation of all psychotropic medication(s) the Placed Child receives into the treatment plan.

3.9.5 Plans for Emergency Medical and Dental Treatment

The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents have plans for emergency medical and dental treatment of a Placed Child.

3.9.6 Grooming and Hygiene

The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents provide Placed Children age-appropriate instructions in proper grooming and personal hygiene.

3.9.7 Secure Location for Records

The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents maintain in a secure location (inaccessible to children) all documents set forth in Title 22, Division 6, Chapter 4, Section 83070.

3.10 Educational Requirements:

3.10.1 Stable School Placements

The CONTRACTOR shall comply with WIC Section 16000(b). CONTRACTOR shall also comply with Education Code Section 48850(a), which states, in part, that, "In fulfilling their responsibilities to pupils in

foster care, educators, COUNTY placing agencies, care providers, advocates, and the juvenile courts shall work together to maintain stable school placements and to ensure that each pupil is placed in the least restrictive educational programs, and has access to the academic resources, services, and extracurricular and enrichment activities that are available to all pupils. In all instances, educational and school placement decisions must be based on the best interests of the child."

3.10.2 Right of Placed Child to Remain in School of Origin

The CONTRACTOR shall comply with Education Code Section 48853.5(d)(1), which states, "At the initial detention or placement, or any subsequent change in placement of a foster child, the local educational agency serving the foster child shall allow the foster child to continue his or her education in the school of origin for the duration of the academic school year."

The CONTRACTOR shall comply with Section 48853.5(d)(2), which states, "The liaison, in consultation with and the agreement of the foster child and the person holding the right to make educational decisions for the foster child may, in accordance with the foster child's best interests, recommend that the foster child's right to attend the school of origin be waived and the foster child be enrolled in any public school that pupils living in the attendance area in which the foster child resides are eligible to attend."

3.10.3 Immediate Enrollment of Placed Child in School

The CONTRACTOR shall comply with Education Code Section 48853.5(d)(4)(A), which states, "If the liaison in consultation with the foster child and the person holding the right to make educational decisions for the foster child agree that the best interests of the foster child would best be served by his or her transfer to a school other than the school of origin, the foster child shall immediately be enrolled in the new school."

3.10.4 Certified Foster Parents' Participation in Placed Child's School Program

The CONTRACTOR shall Monitor for Compliance that the Certified Foster Parent(s) are: (1) representing the Placed Child at parent meetings, open houses, etc.; (2) working 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) encouraging and assisting the Placed Child to participate in school activities; and (4) arranging appropriate transportation to and from school.

3.10.5 Daily Homework and Cognitive/Developmental Stimulation

The CONTRACTOR shall Monitor that Certified Foster Parents 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.

3.10.6 Tutoring

The CONTRACTOR shall arrange for tutoring to improve the Placed Child's basic skills to the extent that these services are available and are specified in the Needs and Services Plan. The CONTRACTOR is not obligated to pay for items covered by public funds.

3.10.7 Educational Information

The CONTRACTOR shall document in the quarterly update to the Needs and Services Plan and report to the CSW the following information: (1) Placed Child's attendance; (2) Placed Child's academic and extra-curricular achievements; (3) issues of concern related to school matters; (4) Placed Child's behavior; (5) school officials' concerns about the Placed Child's health; (6) suspension or discipline of the Placed Child; (7) academic credits; and (8) strengths of the Placed Child.

3.10.8 Maintenance of the Education Portion of the Health and Education Passport

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

The CSW shall provide the Black Binder within thirty (30) Days of initial placement of a child in foster care. If the child has already been placed elsewhere and is moved to CONTRACTOR'S facility, the Black Binder is to be provided within 48 hours of placement. If the Black Binder is not provided within the required timeframe, the CONTRACTOR shall: (1) initiate the Black Binder information (See Exhibit I, WIC Section 16010); and (2) immediately report lack of receipt of the binder to and request it from DCFS Regional Administrator via e-mail. The CONTRACTOR shall not be held responsible in an audit or monitoring review for failure to have documents that were in existence at the time of placement but were not provided to the CONTRACTOR by the COUNTY.

The CONTRACTOR shall provide the updated Black Binder to the CSW at the time the Placed Child departs from the CONTRACTOR'S Program or provide the Black Binder within forty-eight (48) hours to the Regional office

SCSW or on-duty CSW if the CSW is not present at the time of Placed Child's departure. The CONTRACTOR shall update and be responsible for the Black Binder information only during the course of the placement.

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

3.10.9 School Photos, Uniforms, Proms, Graduations, etc

The CONTRACTOR shall Monitor that each Placed Child receives school photos and uniforms when appropriate. The CONTRACTOR shall Monitor that each Placed Child is given the opportunity to attend his/her prom(s) and graduation(s).

3.11 Workforce Readiness Requirements:

3.11.1 The TILP

The CONTRACTOR shall participate with the CSW 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. The CONTRACTOR shall have a copy of the TILP from the CSW on file. The CONTRACTOR and Certified Foster Parents co-operate with the CSW to implement the Placed Child's TILP as appropriate.

3.11.2 The DCFS 5205 B (Revised 12-02)

For all Placed Children ages 14 years and older, the ITFC FFA social worker and the Certified Foster Parents shall work cooperatively with the CSW and the Placed Children to facilitate the CSW's completion of the DCFS 5205 B (Revised 12-02), "Emancipation Preparation Goal Contract," every six months. (See Exhibit A-XI of the Contract.)

3.11.3 Cooperation with the DCFS Emancipation Program

The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents facilitate participation by Placed Children ages 14 years and older in the DCFS Emancipation Program. The CSW shall make every effort to provide CONTRACTOR with at least two weeks notice of acceptance to the program.

3.11.4 Participation in the DCFS Emancipation Program

The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents facilitate participation by Placed Children, ages 16 and older, in the DCFS Emancipation Program, including: (1) plans for emancipating youth; (2) vocational training; (3) work experience; and (4) educational

opportunities. The CONTRACTOR shall not keep Placed Children from attending vocational training programs or working on the job for reasons of punishment.

3.11.5 Independent Living Skills

The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents develop an individualized plan for each Placed Child to learn basic living skills within the context of the family home setting. Such skills may include, as age appropriate: (1) learning to plan, shop for, and prepare balanced meals; (2) purchase and care of clothing; (3) basic housekeeping skills; (4) budgeting; (5) use of public transportation as appropriate; and (6) personal safety.

PART D – PERFORMANCE REQUIREMENTS SUMMARY

DCFS ACTIONS FOR CONTRACTOR'S UNMET PERFORMANCE TARGETS	
CONTRACTOR'S PERFORMANCE TARGETS	**DCFS ACTIONS FOR UNMET PERFORMANCE TARGETS**
96.67 % of children are free from abuse & neglect while under the care & supervision of an ITFC FFA. 100% of the CAPs successfully implemented. The COUNTY maintains a zero tolerance policy for substantiated abuse and neglect of Placed Children while under the supervision of CONTRACTOR. While each incident of substantiated abuse or neglect that occurs under the CONTRACTOR'S 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 as to appropriate action. 100% of CAPs submitted on time. 81.5% of discharges from an ITFC FFA to reunification, adoption, legal guardianship, and Emancipation. At least 90% of children will main-tain placement stability, with no moves between foster homes within the past year. At least 80% of school-aged child-ren will be enrolled in school within three school days. At least 90% of age-appropriate Placed Children emancipated with high school diploma or equivalent.	Failure to meet performance target could result in a Program review and implementation of an administrative remedy(ies) as outlined in Exhibit N. Failure to comply with a CAP(s) could result in further action, such as *Hold, Do Not Refer (DNR), or Do Not Use (DNU) S*tatus as outlined in Exhibit N. Failure to meet this and the following performance targets could result in a Program review and implementation of an administrative remedy(ies) as outlined in Exhibit N.

EXHIBIT Aa

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
DEPARTMENT OF MENTAL HEALTH

INTENSIVE TREATMENT FOSTER CARE
FOSTER FAMILY AGENCY MASTER CONTRACT

TO CREATE A
MULTIDIMENSIONAL TREATMENT FOSTER CARE
FOSTER FAMILY AGENCY PROGRAM MODEL

STATEMENT OF WORK

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
DEPARTMENT OF MENTAL HEALTH

ITFC FFA MASTER CONTRACT TO CREATE A MTFC FFA PROGRAM MODEL

STATEMENT OF WORK

TABLE OF CONTENTS

PART	PAGE
PART A – INTRODUCTION	3
1.0 PREAMBLE	3
2.0 OVERVIEW	6
3.0 DCFS PRIORITIES FOR CHILDREN	7
4.0 PROGRAM GOALS	8
5.0 SERVICE DELIVERY SITES	8
PART B – TARGET DEMOGRAPHICS	9
PART C – SERVICE TASKS TO ACHIEVE PERFORMANCE OUTCOME GOALS	10
1.0 SAFETY	11
2.0 PERMANENCY	19
3.0 WELL-BEING	24
PART D – PERFORMANCE REQUIREMENTS SUMMARY	44

PART A: INTRODUCTION

1.0 PREAMBLE

For over 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
- Professionalism
- Accountability
- Compassion
- Integrity
- Commitment
- A Can-Do Attitude
- Respect for Diversity

These shared values are encompassed in the COUNTY Mission, to enrich lives through effective and caring service and 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 partners 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, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The COUNTY, its clients, contracting partners, and the community will continue to work together to develop 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 OVERVIEW

DCFS is contracting for the creation of a new type of ITFC FFA titled ITFC-MTFC FFA. This new program model will be developed in compliance with:

(a) California Department of Social Services, Manual of Policies and Procedures, Title 22, Division 6, Chapter 1, Sections 80000-80095 [except as otherwise noted in Section 88030(f)] (*General Licensing Requirements*) and Division 6, Chapter 4, Sections 83000 through 83088 (*Small Family Homes*) for the certified family home requirements; and.

(b) California Department of Social Services, Manual of Policies and Procedures, Title 22, Division 6, Chapter 8.8, Sections 88000 through 88087 (*Foster Family Agency*) for Treatment FFA requirements. (These regulations are available at http://www.dss.cahwnet.gov/ord/default.htm.); and

(c) Welfare and Institutions Code (WIC), Sections 18358 - 18358.36, for Intensive Treatment Foster Care (ITFC) FFA requirements, which are available at http://www.leginfo.ca.gov/; and

(d) The statutes referenced in this Exhibit A, Statement of Work (SOW), from the California Education Code (Education Code), California Heath and Safety Code (Health and Safety Code), California Vehicle Code (Vehicle Code), and California Welfare and Institutions Code (WIC), which are available at http://www.leginfo.ca.gov/; and

(e) United States District Court, Central District of California, Case No. CV-02-05662 AHM (ShX), KATIE A. et. al. vs. LOS ANGELES COUNTY, Section XII, paragraphs 85, 87, and 90 for the description of and the order that the COUNTY develop no fewer than 300 “Therapeutic Foster Care” (TFC) slots

as well as the "Multidimensional Treatment Foster Care" (MTFC) model of TFC that the COUNTY chose for developing 80 of these 300 TFC slots.

MTFC is an ITFC FFA with an alternative Program Model to be developed during the course of this contract as a collaborative effort between the ITFC-MTFC FFA, DCFS, DMH and the California Institute of Mental Health. This does not preclude limit or restrict any monitoring that may be conducted by other departments of the County of Los Angeles, or the State of California.

3.0 DCFS PRIORITIES FOR CHILDREN

DCFS has established the following priorities for children: (1) safety; (2) permanency; and (3) well being.

3.1 Safety: Safety is defined as freedom from abuse and neglect.[1] The Performance Outcome Summary and Service Tasks addressing this priority are found in Part C, Section 1.0 of this SOW.

3.2 Permanency: Permanency is defined as a safe and stable nurturing relationship achieved through maintaining the child in the home, reunification, adoption, or legal guardianship. The Performance Outcome Summary and Service Tasks addressing this priority are found in Part C, Section 2.0 of this SOW.

It is a priority of DCFS to place children with resource families. A *Resource Family* is one that will support the goal of family reunification, and, when reunification is not possible, be approved to provide legal permanence for a child. A resource family shall be dually trained and certified as both a Certified Family Home and an adoptive home. It is also a DCFS priority to use a concurrent planning process if it is uncertain whether the permanency plan of family reunification will be successful. Additionally, it is DCFS' goal to have many more FFA homes dually prepared as resource families. The use of resource families in concurrent planning cases: (1) allows the adoption planning process to proceed simultaneously with the family reunification process so that the adoption can be completed in less time if the family reunification plan fails; and (2) reduces the number of placement disruptions for the child by allowing the resource family to become the adoptive family. All contracted ITFC-MTFC FFAs shall also be licensed as adoption agencies by November 1, 2008.

3.3 Well-Being: This priority refers to a child's educational, Emancipation preparation, medical, dental, psychological and psychiatric well-being. The Performance Outcome Summary and Service Tasks addressing this priority are found in Part C, Section 3.0 of this SOW.

[1] Abuse or neglect in out-of-home care is defined in the California Penal Code, Section 11165.5.

4.0 PROGRAM GOALS

To create and implement a Multidimensional Treatment Foster Care (MTFC) Module of ITFC FFA program to accommodate eighty (80) foster youth utilizing CDT Training and technical assistance model designed to promote sustainable model adherent implementation of evidence based practices. The provision of ITFC-MTFC is expected to improve social and emotional functioning, decrease aggressive and defiant behaviors, promote placement stability, and reduce timelines to permanency for those youth referred to the program.

5.0 SERVICE DELIVERY SITES

CONTRACTOR'S Services shall be at the locations specified on Exhibit W, Service Delivery Sites.

CONTRACTOR shall request approval from the DCFS Out of Home Care Management (OHCM) Division Chief or designee in writing a minimum of thirty (30) Days before: (1) terminating Services at any of the above location(s); and (2) before commencing Services at any other location(s) not previously approved in writing by the DCFS (OHCM) Division Chief or designee.

PART B: TARGET DEMOGRAPHICS

1.0 TARGET DEMOGRAPHICS

The target demographics for ITFC-MTFC FFAs are “seriously emotionally disturbed children or adolescents,” which the Welfare and Institutions Code, Section 5600.3(a)(2), defines as "minors under the age of 18 years who have 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:

1.1 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:

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

(b) 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;

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

1.3 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.

1.4 Children who are emotionally disturbed, as evidenced by a history that may include, but is not limited to, all of the specific behavior management problems:

(a) Lying,
(b) Stealing,
(c) Verbal or physical aggression,
(d) Unacceptable sexual behavior
(e) Attempts at self mutilation or suicide
(f) Defiant and oppositional behavior

1.5 Children who have successfully completed the group home program, except children on probation or otherwise in the custody of the juvenile court for any violent felony, as defined in subdivision (c) of Section 667.5 of the Penal Code.

PART C – SERVICE TASKS TO ACHIEVE PERFORMANCE OUTCOME GOALS

PERFORMANCE OUTCOME SUMMARY

1.0 SAFETY

PROGRAM TARGET GROUP:
Placed children in certified ITFC-MTFC FFA homes.

PROGRAM GOAL AND OUTCOME:
Placed children shall be free of abuse and neglect by all non-exempt persons specified in California Health and Safety Code Section 1522(b), other children, and family members.

OUTCOME INDICATORS	PERFORMANCE TARGETS	METHOD OF DATA COLLECTION
Reports of substantiated maltreatment made against non-exempt persons specified in California Health and Safety Code Section 1522(b) while under the care and supervision of an FFA.	99.67 % of children are free from abuse & neglect while under the care & supervision of an ITFC-MTFC FFA.[2]	CWS/CMS referral history and I-Track web-based system Child's Case File Needs and Services Plan/Quarterly Reports
Community Care Licensing Division (CCLD) citations, Out of Home Care Management Division, and Auditor Controller reports on safety and physical plant deficiencies.	100% of CAPs submitted on time.[3]	CAPs Auditor Controller Reports CCLD Citations Facility review reports
Timeliness and successful completion of agencies' Corrective Action Plans (CAP).	100% of the CAPs successfully implemented.	Special Incident Reports

[2] The COUNTY maintains a zero tolerance policy for substantiated abuse and neglect of Placed Children while under the supervision of CONTRACTOR. While each incident of substantiated abuse or neglect that occurs under the CONTRACTOR'S 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 as to appropriate action.

[3] This indicator measures the timeliness of a CONTRACTOR'S CAP. CONTRACTOR shall comply with timelines provided in Exhibit N.

1.0 SAFETY

PERFORMANCE OUTCOME GOAL: Placed Children shall be free of abuse and neglect by all non-exempt persons specified in California Health and Safety Code, Section 1522(b), other children, and family members.

SERVICE TASKS:

1.1 Staff Qualifications, Staff Requirements, and Rates:

The CONTRACTOR shall adhere to all CCLD FFA requirements and the DMH contract.

1.1.1 Staff Qualifications

The ITFC-MTFC FFA shall be: (1) certified by Treatment Foster Care (TFC) Consultants, Inc. as MTFC model adherent; or (2) receive training and supervision from and be in good standing with TFC Consultants, Inc. Compliance with either of these requirements shall be based on certification reports issued from TFC Consultants, Inc.

1.1.2 Staff Requirements:

A model-adherent ITFC-MTFC treatment team consists of the following clinicians/practitioners, who together provide all of the treatment components described above for up to 10 children:

(a) ITFC-MTFC trained foster parent
- Completes pre-service training in behavioral management program
- Responsible for providing board, care and supervision
- One child placed in each foster home
- Responsible for implementing (daily) behavioral management program
- Applies the point and level system (daily)
- Monitors school attendance and completion of homework
- Participates in weekly foster parent supervision group
- Completes Parent Daily Report (PDR)[4] (all weekdays)

(b) Program Supervisor
- Senior master's level clinician
- Coordinates all aspects of treatment
- Creates, reviews and amends service plan
- Implements program with child

[4] PDR is the Parent Daily Report, a brief measure of behavioral functioning administered by the PDR Caller to the foster parent each weekday. This measure is sensitive to achievement of program outcomes, and prediction of placement failure. As such, it is used to inform treatment planning on an ongoing basis.

- Leads clinical and foster parent (weekly) meetings
- Coordinates with placing agency, school, psychiatrist, others as needed

(c) Foster Parent Recruiter, Trainer and PDR Caller
- Recruits ITFC-MTFC foster parents
- Conducts pre-service training
- Administers PDR (all weekdays)
- Participates in weekly foster parent and clinical supervision groups

(d) Family Therapist
- Master's level clinician
- Provides family therapy weekly
- Attends clinical supervision meeting weekly

(e) Individual Therapist
- Master's level clinician
- Provides individual therapy weekly
- Attends clinical supervision meeting weekly

(f) Psychiatrist
- Licensed psychiatrist
- Available as needed to provide psychiatric assessments and medication services

(g) Skills Trainer
- Behaviorally trained practitioner
- Provides behavioral/social skills training in the context of pro-social community activities (weekly)

1.1.3 Fingerprint Clearances, Criminal Record Statements, and Child Abuse Index Checks

The CONTRACTOR shall submit the Child Abuse Central Index Check for State Licensed facilities (LIC 198 A) for all Certified Foster Parent applicants, staff having contact with clients, and all other persons designated in California Health and Safety Code Section 1522(b). (These codes are available at http://www.leginfo.ca.gov/).

The CONTRACTOR shall comply with the requirements for fingerprint clearances, criminal record statements, and Child Abuse Index checks as specified in Title 22, Division 6, Chapter 1, Article 3, Sections 80019, 80019.1, and 80019.2 and in Chapter 8.8, Sections 88019 and 88019.2, and Heath and Safety Code Section 1522.

1.1.4 Reference Checks Prior to Certification

The CONTRACTOR shall comply with California Health and Safety Code, Section 1506.8, which states, “Before certifying a family home, a Foster Family Agency shall contact any Foster Family Agencies by whom an applicant has been previously certified and any state or County licensing offices that have licensed the applicant as a foster parent, and shall conduct a reference check as to the applicant.”

The CONTRACTOR shall comply with Health and Safety Code Section 1506.7 which states, “A Foster Family Agency shall require the owner or operator of a family home applying for certification to sign an application that shall contain, but not be limited to, the following information: (1) whether the applicant has been certified, and by which Foster Family Agency; (2) whether the applicant has been decertified, and by which Foster Family Agency; (3) whether a placement Hold has been placed on the applicant by a Foster Family Agency, and by which Foster Family Agency; and (4) whether the applicant has been a foster home licensed by a county or by the state and, if so, by which county or state, or whether the applicant has been approved for relative placement by a county and, if so, by which county.”

The CONTRACTOR shall comply with Health and Safety Code Section 1536(c) which states, “Notwithstanding subdivision (b) [Health and Safety Code Section 1536(b)], the department, a county, or a Foster Family Agency may request information from, or divulge information to, the department, a county, or a Foster Family Agency regarding a prospective certified parent, foster parent, or relative caregiver for the purpose of, and as necessary to, conduct a reference check to determine whether it is safe and appropriate to license, certify, or approve an applicant to be a certified parent, foster parent, or relative caregiver.”

1.1.5 Reporting of Subsequent Arrests or Convictions

The CONTRACTOR shall notify the COUNTY Program Manager in writing of any known arrest and/or subsequent conviction, other than for minor traffic offenses, of the following: (1) any employee, independent CONTRACTOR, volunteer staff, or Subcontractor who comes in contact with Placed Children while providing Services under the Contract; (2) any adult responsible for administration or direct supervision of staff; (3) any person residing in the facility; (4) any person who provides a Placed Child assistance in dressing, grooming, bathing or personal hygiene; (5) if the CONTRACTOR is a firm, partnership, association, or corporation, the chief executive officer of CONTRACTOR or other person serving in like capacity; and (6) additional officers of the governing body of the CONTRACTOR or other persons with a financial interest in the applicant, as determined necessary by CDSS by regulation. Such notice shall be given within one working day of the time such information becomes known to the CONTRACTOR.

1.1.6 Staff Language Requirements

The CONTRACTOR shall, to the extent possible and if resources are available, provide staff and social work personnel who are proficient in both speaking and writing the language of the CONTRACTOR'S Certified Foster Parents and the Placed Children.

1.1.7 ITFC-MTFC Rates

(a) The ITFC-MTFC FFA shall be paid $4476.

(b) ITFC-MTFC Certified Foster Parents shall be paid $2,400 per month per child.

1.1.8 Required Social Work/Therapy Services

Multidimensional Treatment Foster Care (MTFC) is a comprehensive, multifaceted behavioral intervention that has demonstrated effectiveness as an alternative to group home, residential and institutional care. The intervention is provided by clinicians/practitioners as well as the foster parent, who work as a closely coordinated team with clearly defined areas of service responsibility. The treatment for each child is directed and coordinated by the MTFC Program Supervisor.

Treatment for each youth includes the following standard components:

(a) Behavior management and intervention on a daily basis by the foster parent

(b) Individual therapy on a weekly basis by a master's level clinician

(c) Family therapy on a weekly basis by a master's level clinician

(d) Behavioral skills training on a weekly basis by a behaviorally trained practitioner

(e) Medication services as needed by a licensed psychiatrist

(f) Ongoing appraisal of treatment progress on a daily basis by the Foster Parent Recruiter/Trainer/ PDR Caller

(g) Case management and treatment coordination/oversight with placing agency, school, foster family, biological/permanent family, and treatment team by the Program Supervisor, a senior master's level clinician

(h) Flexible funding to support participation in school, after-school and pro-social activities

(i) Respite for foster parents (1-2 days monthly) provided by MTFC trained foster parents

(j) Twenty-four hour response to support foster family and child including:

During the day-time hours, the agency's PDR social worker will call each Certified Foster Home to check on any problems. If there are problems, the social worker will have the staff person call the certified foster parent and/or child to try to work out solutions to the problem.

After hours the Certified Foster Parent will call the Program Supervisor or designee who will do a mini-assessment to determine the appropriate response, which includes, depending on the circumstances one or more of the following steps: (1) calling the Psychiatric Emergency Team (PET); (2) calling 911; (3) calling the DCFS on-call duty persons; and (4) the appropriate staff member going to the Certified Family Home.

1.2 Monitoring Requirements:

1.2.1 Requirements and Duties of Certified Foster Parents and Others Who Supervise Placed Children

The CONTRACTOR shall Monitor for Compliance that the Certified Foster Parents and others who supervise the Placed Children meet all the requirements and perform all the duties specified in [1] Title 22, Division 6, Chapter 1, Sections 80065(d)(2), 80065(e), and 80065(g) through (m); and [2] Division 6, Chapter 4, Sections 83064(b), 83065(b), 83065.1, and 83066(d). The CONTRACTOR shall document an inspection of each Certified Family Home for compliance with applicable Title 22 requirements at least every six months or per the timelines and provisions of the approved Program Statement.

1.2.2 Supervision of Placed Children

The CONTRACTOR shall, in accordance with Title 22 and the Needs and Services Plan, Monitor for Compliance that Certified Foster Parents and caretakers know where the Placed Children are at all times and are able to identify who is responsible for the Placed Child's supervision at all times. DCFS children may leave the Certified Family Home unaccompanied, if age appropriate, for specific purposes in accordance with the Needs and Services Plan.

1.2.3 Housing, Furniture, Housekeeping, and Home Environment for Health, Safety, Appropriateness, Maintenance, and Cleanliness

The CONTRACTOR shall Monitor Certified Foster Parents for compliance with Title 22, Chapter 1, Sections 80087 and 80088, and Chapter 4,

Sections 83087, 83087.1, 83087.2, and 83088, to provide: (1) a home and yards that are safe, well-maintained, and appropriately furnished; (2) age appropriate environment; (3) a bedroom, or sufficient space in a shared bedroom, with a comfortable mattress in good condition and adequate space to store clothing and personal items; (4) an appropriate and well-lit space for studying; (5) acceptable housekeeping; and (6) safety gates and latches as applicable.

In addition to providing locked storage for poisons, firearms, and ammunition as required by Title 22, Chapter 1, Section 80087(h)(1) through (3), the CONTRACTOR shall also provide locked storage for disinfectants, cleaning solutions, and other items that could pose a danger if readily available to clients.

The CONTRACTOR shall: (1) shall develop a checklist for the Monitor's use that incorporates Title 22, Division 6, Chapter 1, Article 7, and Chapter 4, Article 7; and (2) Monitor Foster Parents after certification at least quarterly for compliance with the above regulations regarding physical environment.

1.2.4 Second-Hand Smoke, Tobacco Products, Narcotics and/or Other Illegal Substances, and Alcoholic Beverages

The CONTRACTOR shall Monitor for Compliance that: (1) Placed Children are not exposed to second-hand smoke; (2) Placed Children under eighteen (18) years of age are not permitted to use any tobacco products under any circumstances; and (3) Placed Children are not to drink any alcoholic beverages or use any narcotics or illegal substances under any circumstances. CONTRACTOR shall document failure of the Certified Foster Parent's compliance with this section and take necessary corrective action to ensure compliance.

1.2.5 Drivers' Licenses, Vehicle Safety, and Vehicle Equipment

The CONTRACTOR shall Monitor and maintain the necessary records to meet the transportation requirements of California Department of Social Services Manual of Policy and Procedures, Title 22, Division 6, Chapter 1, Section 80074 and Chapter 4, Section 83074 as well as California Vehicle Code Sections 27360 and 27360.5. These requirements include the following: (1) drivers must be licensed for the type of vehicle operated; (2) the manufacturer's rated seating capacity must not be exceeded; (3) vehicles used to transport Placed Children must be maintained in a safe operating condition; (4) infants must be secured in a car seat designed for infants; (5) children up to six years of age who weigh less than 60 pounds must be secured in a child passenger restraint system meeting applicable federal motor safety standards; and (6) children over six and less than sixteen years of age, and who weigh 60 pounds or more,

must be secured in a child passenger restraint system or safety belt meeting applicable federal motor vehicle safety standards.

1.3 Procedure for Emergency Replacement:

In the event of an emergency, the CONTRACTOR may move a Placed Child without prior authorization from the CSW. The MTFC FFA shall make every effort to keep the 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 Certified Family Home.

The 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. The CONTRACTOR shall then discuss the situation with the CSW or the CSW's supervisor and document the conversation and decision in the Placed Child's record.

1.4 Runaway Procedures:

The CONTRACTOR shall try to locate a runaway child by:

1.4.1 Immediately calling DCFS.
As soon as you have discovered that a child has run away, please call the CSW or their supervisor. If it is after hours or on the weekend, or, you are unable to reach the CSW or their supervisor, call the **DCFS Child Protection Hotline at 1-800-540-4000**. Any assistance you can provide to the CSW about neighbors, friends of the child, school officials and family members would be helpful in gathering more information.

DCFS staff or the Hotline will need as much detailed information as you can give them. For instance: Who did the child leave the home with? Did someone pick up the child or did they leave on foot? Which direction did the child go in? Was there a parent or relative involved? What was the child's state of mind – angry, depressed?

1.4.2 Immediately calling law enforcement and filing a Missing Persons' Report. Have the phone number of your nearest law enforcement agency on hand. Law enforcement will need a physical description of the minor and any distinguishing physical characteristics. Be sure to get a report number and the name of the person taking the report and follow up by getting a report in writing. Document all of your efforts.

1.4.3 Within 72 hours, sending the Missing Person's Report and reporting number to the CSW. If you are reporting a runaway, fill out an iTrack Special Incident Report. Forward the report to Community Care Licensing, the DCFS Out-of-Home Care Management Division and to the CSW. Be sure to include the time and date the child was last seen and any significant details leading up to the incident.

1.4.4 Keep all of your copies of reports and documentation for at least 6 months.

Important numbers to have on hand:

CSW
CSW's supervisor
Child Protection Hotline: 1-800-540-4000
Closest law enforcement agency

PERFORMANCE OUTCOME SUMMARY

2.0 PERMANENCY

PROGRAM TARGET GROUP:
Placed Children in Certified ITFC-MTFC FFA Homes.

PROGRAM GOAL AND OUTCOME:
Placed children shall achieve timely permanency through family reunification, adoption, or legal guardianship.

OUTCOME INDICATORS	PERFORMANCE TARGETS	METHOD OF DATA COLLECTION
Discharge to a permanent destination, family reunification, adoption, or guardianship.	81.5% of discharges from an ITFC-MTFC FFA to family reunifica-tion, adoption, legal guardian-ship.[6]	CWS/CMS Child's Case File
Placement stability: Number of children who experienced more than one move within the ITFC-MTFC FFA in the past year.	At least 90% of children will maintain placement stability, with no moves between foster homes.	Needs and Services Plan/Quarterly Reports Discharge Summary

[6] This data will be collected by the Department's Information Technology Section from the CWS/CMS database to insure accuracy. CONTRACTOR shall also maintain documentation demonstrating the implementation of the child's permanent plan.

2.0 PERMANENCY

PERFORMANCE OUTCOME GOAL: Placed children shall achieve timely permanency through reunification, adoption, or legal guardianship.

SERVICE TASKS:

2.1 Permanency:

2.1.1 Permanency Planning

For all Placed Children the CONTRACTOR shall document on the CONTRACTOR'S intake form the Placed Child's permanency plan as provided by the CSW.

The CONTRACTOR shall assess the strengths, training, skills, and interests of each Certified Foster Parent in order to match them, to the extent possible and appropriate, to each child's permanency plan for family reunification/relative placement, adoption, legal guardianship, or planned permanent living arrangement.

The CONTRACTOR shall assess the strengths, training, skills, and interests of each Certified Foster Parent in order to match them, to the extent possible and appropriate, to each child's need for sibling group placement, neighborhood/school-based placement, or special health care needs placement.

When the permanency plan is immediate adoption (the Placed Child has been identified as Fast Track to Permanency), the CONTRACTOR shall determine and document in the CONTRACTOR'S intake form whether the Certified Family Home has an approved adoption home study and is available and appropriate prior to accepting the child.

2.1.2 Facilitating Legal Permanency Plans

The CONTRACTOR shall, in collaboration with the CSW, facilitate the implementation of any permanent placement, such as family reunification, adoption, or legal guardianship as determined by the COUNTY for a Placed Child under the CONTRACTOR'S care.

2.1.3 Location Information Prior to Placement

The CONTRACTOR shall provide to the COUNTY the location of the Certified Family Home prior to placement.

2.1.4 Prior Authorization Required for Movement of a Placed Child

The CONTRACTOR may move a DCFS child from one home to another home within the CONTRACTOR'S Program only after receiving prior written authorization from either the Placed Child's CSW, the CSW's supervisor, or the CSW's administrator except as set forth in Exhibit A, SOW, Section 1.3**.** This Exhibit A, SOW, Part C, Section 1.3 shall apply to any movement of a Placed Child to a Certified Foster Parent to provide respite care. The CONTRACTOR shall document the name of the approving CSW or administrator and place it in the Placed Child's record.

The COUNTY shall not unreasonably withhold or delay authorization for the CONTRACTOR to move a Placed Child from one home to another.

2.1.5 Identifying, Developing, and Maintaining Important Relationships

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 the COUNTY Case Plan. CONTRACTORS shall assist the CSW in identifying these individuals as potential permanency resources. CONTRACTORS shall, to the extent possible, 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 (Welfare and Institutions Code, Section 16501.1(i). For a Placed Child 16 years of age or older, the CONTRACTOR shall assist the Placed Child and the CSW to identify a caring adult that will help the child prepare for the transition from foster care to independent living (Welfare and Institutions Code, Section 16501.1(f)(15).

2.2 Family Reunification:

If the permanency plan is for family reunification, the CONTRACTOR shall assist the COUNTY in reunification efforts by: (1) placing the child with a home in his/her own neighborhood to the extent possible; (2) facilitating visits and arranging transportation for the Placed Child with the family consistent with the orders of the court and the Needs and Services Plan; (3) offering and/or supporting other reunification Services such as family counseling; (4) monitoring the visits with the family as needed. The CONTRACTOR shall Monitor for Compliance that the Certified Foster Parents cooperate with such reunification efforts and visitation.

2.3 Adoption:

2.3.1 Adoptions Assessments

If the Placed Child's permanency plan is for adoption, the CONTRACTOR shall participate with the CSW and/or Adoptions Worker to assess both the strengths and special needs of a Placed Child to assist in determining an appropriate adoptive home.

2.3.2 Adoption-Related Services

The CONTRACTOR shall facilitate the Placed Child's involvement in adoption-related activities and visits with prospective adoptive families. The CONTRACTOR shall provide counseling, support, and education for the Placed Child and his/her Certified Foster Parents in making decisions and transitions related to adoption or to any other legally permanent placement.

2.3.3 Adoption-Related Information

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

2.4 Legal Guardianship:

If the permanency plan is for legal guardianship, the CONTRACTOR shall assist the COUNTY by: (1) placing the child in the neighborhood of the legal guardian/ proposed legal guardian to the extent possible; (2) facilitating visits and arranging transportation of the Placed Child with the legal guardian/proposed legal guardian consistent with the orders of the court and the Needs and Services Plan; (3) offering support and other Services such as family counseling to the legal guardian/ proposed legal guardian; (4) monitoring visits with the legal guardian/proposed legal guardians as needed. The CONTRACTOR shall Monitor for Compliance that the Certified Foster Parents cooperate with such legal guardianship efforts and visitation.

2.5 Maintaining and Developing the Community Network for Foster Children:

Permanency planning starts with maintaining a child's Community network that he or she had prior to placement to the greatest possible extent consistent with the best interests of the child. This is powerfully stated in Part C: (1) Sections 2.1.1; (2) the new Family Visitation Plan requirements in Section 3.2 and Exhibit X; (3) the new requirements for Identifying, Developing, and Maintaining Important Relationships in Section 2.1.6; (4) Family Reunification in Section 2.2; (5) Community-Based placement in Section 3.1.8; (6) the right of a Placed Child to remain in his or her school of origin in Section 3.9.2; and (7) the right of immediate enrollment in school in Section 3.9.3.

Developing a Community network for children is also stated in: (1) arranging for tutoring for a child whose basic skills are below grade level in Section 3.9.6; (2) providing adoption-related Services in Section 2.3; (3) providing legal guardianship-related Services in Section 2.4; (4) promoting participation in extracurricular, enrichment, and social activities in Section 3.4; and (5) facilitating participation of youths 14 years and older in a DCFS approved Emancipation Program, including plans for attending vocational training programs, work experience, and education opportunities in Sections 3.10.3 and 3.10.4.

In addition to the above requirements, the CONTRACTOR shall, in coordination with the CSW, arrange with the receiving family for each child going to a lower level of placement (a foster family, adoptive, or legal guardian home, or a relative/parent home), prior to or at the time of termination, the appropriate services in the community into which the child will be going. These services could include: (1) counseling, tutoring, and medical resources; (2) special school programs and non-public schools information; (3) transportation information; and (4) the locations of faith communities consistent with the child's preferences. The goal is to achieve the greatest continuity and the least disruption of Services as possible.

PERFORMANCE OUTCOME SUMMARY

3.0 WELL-BEING

PROGRAM TARGET GROUP:
Placed children in Certified Family Homes of ITFC-MTFC FFAs

PROGRAM GOAL AND OUTCOME:
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
Placed children enrolled in school within three school days of placement. Placed children who achieved high school graduation or equivalent upon Emancipation.	At least 80% of school-aged children will be enrolled in school within three school days of placement. [7] At least 90% of age-appropriate Placed Children emancipated with high school diploma or equivalent. [8]	Health and Education Black Binder Child's Case Files Needs and Services Plan/Quarterly Reports CWS/CMS

[7] CONTRACTOR shall document the reason(s) if a child was not enrolled in school within 3 school days of placement.

[8] CONTRACTOR shall document the reason(s) if a child did not achieve high school graduation or equivalency upon Emancipation.

3.0 WELL-BEING

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

SERVICE TASKS:

3.1 Intake Requirements: The CONTRACTOR shall comply with the intake requirements of Title 22, Chapter 8.8, Section 88068.1. The CONTRACTOR shall also comply with the intake requirements in paragraphs 3.1.1 through 3.1.9 below.

3.1.1 Declaration in Support of Access to Juvenile Records Form

The CONTRACTOR shall complete and submit a DCFS 4389 (4/94), Declaration in Support of Access to Juvenile Records (WIC 827) (see Exhibit G), in order for the CSW to release any juvenile records. The CONTRACTOR will ensure that only persons permitted by law have access to records.

3.1.2 Assessment Prior to the Placement of More Than One Child in an ITFC-MTFC Certified Family Home

No more than one emotionally disturbed child shall be placed in an ITFC-MTFC FFA Certified Family Home.

The CONTRACTOR shall reassess a Certified Family Home with more than one child whenever there is a major event in the family (death, divorce, birth of another child, serious illness, etc.) or serious incident (as defined in Exhibit A-VIII, Special Incident Reporting Guide for FFAs, Item #5) with the foster children that raises concerns about their care and supervision. The CONTRACTOR shall retain the reassessments, document any problems, and record how the problems were resolved.

3.1.3 The CONTRACTOR shall not place both DCFS and Probation children in the same ITFC-MTFC Certified Family Home.

3.1.4 Requirement for Emergency Intakes 24/7

The CONTRACTOR shall provide intake Services 24 hours per Day, seven Days per week.

3.1.5 Pre-Placement Visits

The CSW shall arrange a visit to the proposed CONTRACTOR'S Certified Foster Parents prior to the child's/children's placement whenever possible. The CSW shall: (1) provide information to the CONTRACTOR regarding the child's/children's needs, including all court reports and social studies,

in conformity with COUNTY policy and confidentiality laws: (2) discuss the plan for the child(ren) to stay in the same neighborhood and/or school district, including the transportation arrangement to his/her home school(s); and (3) provide the out-of-home care provider(s) information of any known or suspected dangerous behavior of the child being placed.

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

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

3.1.6 Acceptance of All Children Who Meet Program Statement Criteria

The CONTRACTOR shall accept all children who meet the CONTRACTOR'S Program Statement criteria when an appropriate vacancy is available. The CONTRACTOR'S social work staff shall assess the ITFC-MTFC FFA's ability to: (1) provide the required Services to meet the child's needs in the child's own neighborhood as appropriate based upon the information received from the child's CSW; and (2) facilitate family participation in treatment as appropriate based upon the information received from the child's CSW.

3.1.7 Denial of Placement of Children Who Do Not Meet the License or Program Statement Criteria

The CONTRACTOR is responsible for denying placement of children, within the limitations of the information provided at the time of placement, who do not meet the license or Program Statement criteria for the ITFC-MTFC FFA. If the CONTRACTOR determines that a referred child does not meet these criteria, the CONTRACTOR shall immediately notify the CSW. Upon request, the CONTRACTOR shall provide an explanation for such denial to the CSW.

The CONTRACTOR shall not accept children with special health care needs, within the limitations of the information provided at the time of

placement, unless an appropriate placement is available in a specialized Certified Family Home as specified in Title 22, Division 6, Chapter 4, Sections 83065.1, 83066, 83069.1, 83070.1, 83072.2, and 83087.1. Special health care needs includes, but is not limited to medical conditions requiring specialized in home health care. Special health care needs include medical technology dependence and other medical conditions that could deteriorate rapidly, causing permanent injury or death, as defined in Title 22, Division 6, Chapter 4, Section 83001(m)(1).

3.1.8 Community-Based Placement

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

3.1.9 Orientation of Placed Children

The CONTRACTOR shall provide each newly Placed Child, in an age-appropriate manner, a comprehensive overview of the CONTRACTOR'S Program and procedures as described in the CONTRACTOR'S Program Statement (Exhibit B), the LIC 613, Personal Rights form (Exhibit A- IVa), the Foster Youth Bill of Rights (Exhibit A-I), WIC Section 16001.9 (Exhibit H), and, for children 11 years old and older, the Legal Rights of Teens in Out of Home Care (Exhibit A-II).

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 faith of the Placed Child's or his/her parents' choice; (7) identification of Placed Child's ITFC-MTFC FFA social worker/therapist; (8) Placed Child's clothing and weekly allowance; (9) Certified Foster Parent's house rules including discipline practices and grievance/complaint procedures; (10) school attendance requirements including school dress code and academic expectations; and (11) discharge procedures.

The CONTRACTOR shall have the Placed Child or Placed Child's authorized representative sign an acknowledgement of completion of the orientation and the receipt of written copies of personal rights, Foster Youth Bill of Rights, the Legal Rights of Teens in Out of Home Care (11 years old and older), house rules, discipline practices, grievance/complaint procedures, and discharge procedures.

3.2 Visitation Plan:

3.2.1 Family Visitation Guidelines for DCFS Placed Children

The Juvenile Court Visitation Committee of the Los Angeles County Superior Court has issued new requirements in a document called *Family Visitation Guidelines*, which is attached as Exhibit X. The requirements include, but are not limited to:

(a) Family Visitation Plans (FVPs) shall be developed by a TEAM consistent with the dependency and criminal court orders [See Section 3.2.3 below];

(b) The FVP must include detailed, specified information [See Exhibit X, p. 12];

(c) Caregivers, including ITFC-MTFC FFA staff, are required to perform specified tasks [See Section 3.2.4 below];

(d) Length and frequency of visitation should correspond to the child's age and developmental stage and be consistent with the family's permanency goal [See Section 3.2.5 below]; and

(e) The FVP must provide for regular and frequent visitation between siblings, unless inappropriate [Exhibit X, p. 21].

3.2.2 The TEAM (DCFS)

The TEAM may refer to (1) Team Decision-Making [TDM]; (2) Family Group Decision-Making [FGDM]; (3) Permanency Planning Conferences; (4) Family Conferencing; (5) Meetings convened to specifically plan visitation; (6) Point of Engagement [POE]; and (7) Multidisciplinary Assessment Teams [MAT].

Each TEAM, with the exception of FGDM, shall include the following members: (1) TEAM Facilitator; (2) DCFS CSW, Emergency Response Worker and/or Supervising CSW; (3) parents/legal guardians; (4) care-givers [including residential facility representatives and ITFC-MTFC FFA personnel]; (5) Children 10 years of age and older, unless inappropriate; and (6) other individuals to the extent possible and appropriate as listed in Exhibit X, p. 7, including siblings.

3.2.3 Caregivers' Requirements

Caregivers, including ITFC-MTFC FFA staff, are required to:

(a) ensure the well-being of the child including the provision of emotional support;

(b) comply with the finalized FVP visitation mandates;

(c) participate in the TEAM meeting to develop and review the FVP as appropriate;

(d) be familiar with the Case Plan;

(e) inform the CSW of any problems in complying with the FVP (scheduling conflicts, etc);

(f) respect the importance to the child of his/her family, and make every effort to ensure communication/interaction between the child and the family to the greatest extent possible. Where appropriate, this communication/interaction should include phone calls, mail and e-mail;

(g) accommodate adjustments to the FVP to the greatest extent possible;

(h) maintain contact with the CSW regarding visitation progress. This should include an objective description of the child's behavior before and after visitation;

(i) maintain objectivity, and remain committed to the permanency plan;

(j) share with the parent any changes or concerns related to the child's health and education;

(k) prepare the child for visits. This should include describing the location of the visit to the child and what type of contact the child can expect during the visit to the greatest extent possible;

(l) dress child in accordance with visitation facility (e.g., jails, drug treatment facilities) regulations as informed by the CSW or the facility;

(m) provide transportation as negotiated in the FVP; and

(n) notify the CSW of any unplanned contacts between the child and parent or caregiver and parent.

3.2.4 Frequency and Length of Visitation Guidelines for DCFS Placed Children

The frequency and length of visitation guidelines are as follows:

(a) For 0-6 months, families should visit at least three times a week for 30-60 minutes.

(b) For 6-12 months, families should visit at least three times a week for one hour.

(c) For 1-4 years, families should visit at least twice per week for 1½ hours.

(d) For 5-15 years, families should visit at least once per week for two or more hours.

(e) For 16-18 years, there is no recommendation except the child's desires should be strongly considered in creating the FVP

3.2.5 Honoring the Visitation Rights of Placed Children

The 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; or (2) the FVP developed by the TEAM 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.

The CONTRACTOR must allow visitation for the caseworker, attorney, and CASA. The CSW shall provide CONTRACTOR with copies of court orders regarding court ordered visitation (Exhibit G) and the FVP.

The FVP shall be discussed with the Certified Foster Parent to facilitate his/her understanding of COUNTY'S and the CONTRACTOR'S expectations of the Certified Foster Parent, including the transportation arrangements and the birth parent/guardian visiting the Placed Child in the Certified Family Home when applicable. A copy of the FVP shall be given to the Certified Foster Parent.

3.3 Needs and Services Plan and Quarterly Reports:

3.3.1 The CONTRACTOR shall use the "Provider Needs and Services Plan/Quarterly Report" electronic template for CCLD, DCFS, and Probation.

3.3.2 Required DMH Records

In addition to the records requirements in paragraph 3.3.1 above, the CONTRACTOR shall complete for each child the following DMH electronic templates. (Printed copies are attached for informational purposes only as Exhibits EEa-f.)

(a) OMA (Outcomes Measures Application) Child (0-15 years) Baseline;

(b) OMA Child 3M (3 Month);

(c) OMA Child KEC (Child Key Event Change);

(d) OMA TAY (Transitional Age Youth, 16-25) Baseline;

(e) OMA TAY 3M; and

(f) OMA TAY KEC.

3.3.3 Participation by the Placed Child, CSW, Certified Foster Parents, and Family

The CONTRACTOR shall ensure that: (1) the Placed Child, age and maturity permitting, the CSW, and the Certified Foster Parents are offered

the opportunity to participate in the development of and any modifications to the Needs and Services Plan in accordance with Title 22, Division 6, Chapter 8.8, Sections 88068.2(b) and 88068.3(b); (2) the CSW gives written approval of the Needs and Services Plan and any modifications thereto in accordance with Title 22, Division 6, Chapter 8.8, Sections 88068.2(b)(1) and 88068.3(b)(1); and (3) the CSW and Certified Foster Parents receive copies of the approved Needs and Services Plan and any modifications thereto in accordance with Title 22, Division 6, Chapter 8.8, Section 88068.2(c) and 88068.3(c).

Documentation of actions taken in efforts to comply with the above shall be documented in each placed child's case files. Attendance at Team Decision-Making and Permanency Planning Conferences.

Both the ITFC-MTFC-FFA and the Certified Foster Parents shall attend all DCFS Team Decision-making and Permanency Planning conferences, to which the CONTRACTOR receives advance notice.

3.3.4 Life Goals and Objectives

The CONTRACTOR shall discuss with Certified Foster Parents on teaching the Placed Child how to set short-term and long-term goals and objectives appropriate to the developmental level of the Placed Child. The CONTRACTOR shall discuss possible short-term and long-term goals and objectives with the Placed Child as they relate to his/her Needs and Services Plan, 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.

3.3.5 Placed Children's Cultural Awareness

The CONTRACTOR shall discuss with Certified Foster Parents ways to provide opportunities to encourage the development of the Placed Child's cultural awareness, thereby increasing self-esteem. Placed Children should be encouraged and allowed to participate in activities in which they have an interest such as dance, art, sports, music, etc.

3.3.6 Transportation Services

No Placed Child shall miss going to school or medical appointments because the CONTRACTOR does not provide or arrange transportation. The CONTRACTOR shall arrange transportation to activities as agreed to by the CONTRACTOR in the Needs and Services Plan. These activities may include school, ILP, teen clubs, place of child's employment, adoption-related events, visits with the family/relatives and prospective adoptive families, job training, extra-curricular or recreational activities, therapy, medical/dental appointments, religious service of Placed Child's or family's preference, sibling visits, etc. This can include teaching the

Placed Child to take public transportation, and arranging transportation with other care providers or outreach advisors, ILP coordinators, CSWs, etc. The CONTRACTOR shall provide transportation and transportation expenses as outlined in Exhibit B, the CONTRACTOR'S Program Statement.

CONTRACTOR shall ensure that all persons providing non-public transportation consistent with and in support of the Needs and Services Plan developed with the Department, for a Placed Child pursuant to this Section comply with the requirements of: (1) Title 22, Division 6, Chapter 1 Section 80074 and Chapter 4, Section 83074; (2) California Vehicle Code Sections 27360 and 27360.5; and (3) vehicle insurance at or above the minimum bodily injury and property damage limits required by the State of California.

3.4 Extracurricular, Enrichment, and Social Activities:

The CONTRACTOR shall comply with WIC Section 362.05, which states, in part, that, "Each state and local entity shall ensure that private agencies that provide foster care services to dependent children have policies consistent with this section and that those agencies promote and protect the ability of dependent children to participate in age-appropriate extracurricular, enrichment, and social activities. Caregivers, as defined in paragraph (1) of subdivision (a) of Section 362.04 shall use a reasonable and prudent parent standard, as defined in paragraph (2) of subdivision (a) of Section 362.04, in determining whether to give permission for a child residing in foster care to participate in extracurricular, enrichment, and social activities. The caretaker shall take reasonable steps to determine the appropriateness of the activity in consideration of the child's age, maturity, and developmental level." (See Welfare and Institutions Code, Section 362.04(a)(2), for the definition of "reasonable and prudent parent standard.")

3.5 Written Notice at Least Seven Days Prior to Discharge:

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 CSW whether additional Services may prevent an unnecessary and traumatizing replacement of a child from the CONTRACTOR'S Certified Family Home.

Prior to discharging a Placed Child, the CONTRACTOR shall provide the DCFS Regional Administrator, DCFS Resource Utilization Management (RUM) Section Program Manager, and the Placed Child's CSW's supervisor a Notice of Intent to Discharge that documents efforts to stabilize the placement, including police calls and mental health services, in advance of any anticipated replacement. The Notice of Intent to Discharge may be provided by way of e-mail or fax. When the CONTRACTOR notifies the COUNTY of issues potentially affecting the stability of a child's continued placement in CONTRACTOR'S Program, COUNTY and

CONTRACTOR shall convene a Team Decision Making (TDM) meeting/case conference to determine whether the child's placement may be stabilized and/or additional Services may be provided without removing the child from the CONTRACTOR'S Program. CONTRACTOR shall provide Notice of Intent to Discharge no less than 7 Days prior to the anticipated discharge date, unless it is agreed upon at the case conference (Team Decision Making meeting) that less notice is necessary due to an immediate threat to the health and safety of the Placed Child or others.

Whenever a Placed Child is discharged, complete a Discharge Summary for DCFS: Foster Family Agency, per Exhibit Z.

COUNTY and CONTRACTOR will pursue appropriate performance indicators to be measured and reported on regarding increased placement stability.

CONTRACTOR shall provide Family therapy and other services needed to return the child home.

3.6 Monitoring Requirements:

The CONTRACTOR shall Monitor items 3.6.1 through 3.6.16; 3.7.1; 3.8.1 through 3.8.7; 3.9.4 through 3.9.5; 3.9.8; and 3.10.2 through 3.10.5 quarterly. The CONTRACTOR shall develop a *Quarterly Certified Family Home Inspection Checklist* that incorporates all of the requirements in these sections, including all the Title 22 regulations referenced in them, to use for the inspections. The CONTRACTOR shall retain these inspection sheets, document any problems, and record how the problems were resolved.

3.6.1 Planned Activities and Use of Community Resources

The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents provide opportunity for and encourage, as appropriate, activities in accordance with Title 22, Division 6, Chapter 4, Section 83079(a), and the Needs and Services Plan including: (1) group interaction activities, both at the Certified Family Home and in the community; (2) physical activities such as games, sports, and exercise, both at the Certified Family Home and in the community; (3) individual and family-oriented leisure time activities; (4) educational activities such as assistance with homework; and (5) daily living skills activities such as bathing, dressing, grooming, manners, shopping, cooking, money management, and use of public transportation. However, in accordance with Title 22, Division 6, Chapter 4, Section 83079 (b), the Placed Child shall not be required to perform activities that interfere with school, training, treatment Programs or family visits.

3.6.2 Allowance Logs

The CONTRACTOR shall Monitor for Compliance that the Certified Foster Parent maintains a log indicating the date, the amount of allowance the Placed Child receives, and the Placed Child's signature (when age appropriate) upon receipt of the allowance.

3.6.3 Placed Child's Allowance, Security and Use of Allowance, Earnings, and Other Income

The CONTRACTOR shall abide by the requirements outlined in Title 22, Division 6, Chapter 1, Section 80026 and adhere to their own Program Statement.

The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents provide a weekly allowance, which is appropriate to the Placed Child's age and reasonably commensurate with peer group standards as described in the CONTRACTOR'S Program Statement. The CONTRACTOR shall work with the Certified Foster Parents and the CSW to 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. Certified Foster Parents shall encourage Placed Children age fourteen (14) and older to save their earnings for Emancipation. If a Placed Child is unable to handle money, the CONTRACTOR shall provide the Placed Child with instruction on how to handle money and put the Placed Child's money in a secure place until the Placed Child is able to handle his/her money independently.

The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents not require a Placed Child to use his/her allowance or earnings to purchase items that Certified Foster Parents or the CONTRACTOR is responsible to provide as described in the CONTRACTOR'S Program Statement. If the Certified Foster Parents receive infant supplement money for child(ren) placed with a minor parent, such money should be used to buy these items including: (1) clothing; (2) personal care/hygiene items; and (3) items such as diapers and baby clothes, or baby sitting Services etc.,

The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents do not substitute monetary allowances with non-monetary items such as clothing, food, and other items that Certified Foster Parents are responsible for providing.

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 the CONTRACTOR herein. Beyond supervision of spending for appropriateness, age, safety, and health, the CONTRACTOR shall Monitor for Compliance that Certified Foster Parents 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.

3.6.4 Monetary Consequences

Certified foster parents may apply monetary consequences in accordance with the Foster Youth Bill of Rights (Exhibit A-I). Certified foster parents shall maintain an account of monetary fines collected. Independent Living Program (ILP) incentive money is considered "income" to the Placed Child and shall not be withheld from the Placed Child by the CONTRACTOR or Certified Foster Parents.

3.6.5 Chores

The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents appropriately assign and supervise performance of chores within the context of a family setting appropriate to the Placed Child.

3.6.6 Balanced Diet, Snacks, and Special Diets

The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents provide a balanced diet in sufficient quantities as defined in Title 22, Division 6, Chapter 1, Section 80076, and Chapter 4, Section 83076. A variety of snacks shall be made reasonably available unless specified in the Needs and Services Plan.

The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents 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. The CONTRACTOR shall inform the CSW when special dietary needs arise due to medical problems/conditions.

3.6.7 Food Preparation and Storage

The CONTRACTOR shall Monitor for Compliance with Title 22, Section 80076, for food storage, food preparation, and sanitation procedures to prevent transmission of infectious illnesses. The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents do not serve frozen milk for drinking.

3.6.8 Clothing Inventories

The CONTRACTOR shall maintain a written inventory of each Placed Child’s clothing. The CONTRACTOR shall update clothing inventories at least every six (6) months.

3.6.9 Meeting of the Full Clothing Standard in a Timely Manner

The CONTRACTOR shall Monitor for Compliance that each Placed Child has the amount of clothing listed within the timeframes stated in the DCFS Clothing Standard (Exhibit A-VI).

3.6.10 Clothing Size, Condition, Appropriateness, Selection, Cleaning, Mending, Monitoring, etc

Clothing shall fit according to industry size charts and shall never be too small or more than two sizes larger than actual measurements indicate. The clothing shall also be clean, in good condition, and appropriate for the intended use and season, including the school dress code. The CONTRACTOR shall not provide used/second hand underwear or shoes. The CONTRACTOR may use donations of new clothing to meet the DCFS Clothing Standard (Exhibit A-VI). 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. The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents provide for laundry, dry cleaning, and mending of clothing in accordance with the Program Statement.

3.6.11 Special Clothing Needs

The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents 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.

3.6.12 Clothing Storage and Security

Certified foster parents shall provide appropriate storage for the Placed Child's clothing. The COUNTY understands that clothing often disappears, particularly during home visits, and that clothing security is not entirely within the CONTRACTOR'S control. All losses shall be documented as part of the clothing inventory, including a brief description of the circumstances involved. The CONTRACTOR shall report two or more instances of clothing loss in a six-month period to the CSW.

3.6.13 Collection and Storage of Personal Belongings at Termination of Placement

When the Placed Child is discharged, the CONTRACTOR shall ensure that the Placed Child's clothing accompanies the Placed Child to the next placement. If the DCFS Placed Child runs away, the CONTRACTOR shall Monitor for Compliance that the Certified Foster Parents collect all

personal belongings, alert the CSW that they are at the home, and, if the CSW does not collect the belongings, store them for up to 14 calendar Days. After 14 Days, the CONTRACTOR shall contact and inform the CSW that the personal belongings will be mailed to the COUNTY at the COUNTY'S expense unless an alternate plan is agreed upon.

3.6.14 Personal Care Items

The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents: (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 choice among brands as long as the cost is reasonable; (3) give consideration to specific cultural and ethnic needs; (4) provide specific brands necessary for health reasons; and (5) Monitor the use of all products in aerosol or glass containers.

3.6.15 Supply, Cleanliness, and Condition of Linens, Blankets, Window Treatments, etc.

The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents: (1) supply 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.

3.6.16 Life Book/Photo Album

The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents encourage and assist each Placed Child in creating and updating a life book/photo album of items that relate to childhood memories. If the Placed Child has not taken the life book with him/her, the CONTRACTOR shall provide the Placed Child's life book either to the CSW at the time the Placed Child departs from CONTRACTOR'S care or, when the CSW is not present, to DCFS or the CSW within three (3) business days of the time of the Placed Child's departure.

3.7 Health and Medical Requirements:

3.7.1 Medical, Dental, and Psychiatric Needs

The CONTRACTOR shall Monitor that the necessary medical, dental, and psychiatric needs of the Placed Child are met in accordance with the: (1) Child Health Disability Prevention Program (Exhibit A-IX); (2) Medi-Cal program; (3) Title 22, Division 6, Chapter 1, Section 80075, and Chapter 4, Section 83075.

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

3.7.2 Reimbursement for Medical, Dental, and Psychiatric Costs

The CONTRACTOR shall utilize the Medi-Cal program for all eligible medical, dental, and psychiatric care costs for Placed Children.

For any services not eligible for Medi-Cal reimbursement and not covered by private insurance, the CONTRACTOR shall, to the extent feasible, obtain medical, dental, or psychiatric care services for the Placed Child through a COUNTY or COUNTY contracted facility.

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

3.7.3 Use of Child Health Disability Prevention (CHDP) Medical/Dental Providers.

The CONTRACTOR shall, to the extent possible, utilize a Child Health Disability Prevention (CHDP) provider doctor/dentist, who does CHDP equivalent exams and performs the initial medical/dental assessment, care, and follow through. See Exhibit A-IX, Requirements for Medical/Dental Exams for Placed Children (Periodicity Schedule for Health Assessment Requirements by Age Groups).

If CONTRACTOR needs assistance in locating a CHDP provider doctor/dentist, CONTRACTOR may: (1) log onto the web site of the Los Angeles County Department of Health Services at http://lapublichealth.org/cms/chdp/; (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.

3.7.4 Physical/Dental Exams, Medical/Dental Care, and Medical/Dental Instructions Prior to Emancipation

To the extent reimbursed by Medi-Cal or private insurance or otherwise reimbursed by the COUNTY, the 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 within the three-month period prior to Emancipation.

3.7.5 Emergency Psychiatric Treatment

The CONTRACTOR shall have a plan for emergency psychiatric treatment for a Placed Child. Each Certified Foster Parent shall be trained in the procedures to activate this plan prior to certification.

3.7.6 Maintenance of the Health Portion of the Health and Education Passport

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

The CSW will provide CONTRACTOR with all medical information and reports in their possession to be contained in the Placed Child's Black Binder, or the equivalent, at the time of placement subject to confidentiality law restrictions. The CONTRACTOR shall update the Health Portion of the Placed Child's Black Binder during the course of treatment by following the instructions on page 1. This includes the mental health, dental, and health information regarding: (1) providers' names and addresses; (2) all mental health, dental, and health problems identified and Services provided, visits, and testing; (3) hospitalizations; (4) immunizations; (5) allergies; (6) current medications; and (7) any other relevant mental health, dental, and health information. The doctor or his staff must record medical and dental information such as immunizations given, medical diagnoses, and prescribed medication. (For the Education Portion of the Black Binder, see Section 3.9.7, below.)

The CSW shall provide the Black Binder within thirty (30) Days of initial placement of a child in foster care. If the child has already been placed elsewhere and is moved to CONTRACTOR'S facility, the Black Binder is to be provided within 48 hours of placement. If the Black Binder is not provided within the required timeframe, the CONTRACTOR shall: (1) initiate the Black Binder information (See Exhibit I, WIC Section 16010); and (2) immediately report lack of receipt of the binder and request it from DCFS Regional Administrator via e-mail. The CONTRACTOR shall not be held responsible in an audit or monitoring review for failure to have documents that were in existence at the time of placement but were not provided to the CONTRACTOR by the COUNTY.

The CONTRACTOR shall provide the updated Black Binder to the CSW at the time a DCFS child departs from the CONTRACTOR'S Program or provide the Black Binder within forty-eight (48) hours to the Regional Office SCSW or on-duty CSW if the CSW is not present at the time of the Placed Child's departure. The CONTRACTOR shall update and be responsible for the Black Binder information only during the course of the placement.

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

3.7.7 Medications and Court Authorizations at Replacement

At the time of a child's replacement, the CONTRACTOR shall give to the CSW any medications and court authorizations for the administration of psychotropic drugs. If the medications and court authorizations are not available at the time of replacement outside the agency, CONTRACTOR shall send them to the CSW within 24 hours of the replacement.

3.8 Health and Medical Monitoring Requirements:

3.8.1 Immunizations and Routine Health Care

The CONTRACTOR shall Monitor the immunization and routine health care status of all Placed Children and shall accurately reflect this information in the Placed Child's medical records folder or Health Portion of the Black Binder when provided by the CSW.

3.8.2 Medications

The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents record type, date, and time of all prescription and non-prescription medication administered to the Placed Child.

3.8.3 Psychiatric Care and Clinical Evaluations by DMH Approved Providers

The CONTRACTOR shall Monitor for Compliance that psychiatric needs of the Placed Child are met in accordance with the CHDP program, Medi-Cal program, and CCLD regulations to the extent that funding and services are available.

The CONTRACTOR shall: (1) take all necessary steps to ensure that any Placed Child in its care with a known history of psychiatric problems (including hospitalizations) receives a clinical evaluation, provided that such an evaluation is authorized by DMH, conducted by a licensed mental health professional; and (2) submit to the CSW the written results of such tests when obtained by the CONTRACTOR.

3.8.4 Assessment, Continuing Evaluation, and the Required Court Authorizations on Psychotropic Medication

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

For each psychotropic medication prescribed to a Placed Child, the CONTRACTOR, in conjunction with the CSW, shall Monitor to ensure that: (1) the prescribing physician submits a request and obtains court authorization; and (2) these requests and orders are renewed every six (6) months (Exhibit A-X). Upon receipt from the CSW or physician, the CONTRACTOR shall maintain copies of the court authorizations in the Placed Child's case record.

The CONTRACTOR shall Monitor the incorporation of all psychotropic medication(s) the Placed Child receives into the treatment plan.

3.8.5 Plans for Emergency Medical and Dental Treatment

The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents have plans for emergency medical and dental treatment of a Placed Child.

3.8.6 Grooming and Hygiene

The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents provide Placed Children age-appropriate instructions in proper grooming and personal hygiene.

3.8.7 Secure Location for Records

The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents maintain in a secure location (inaccessible to children) all documents set forth in Title 22, Division 6, Chapter 4, Section 83070.

3.9 Educational Requirements:

3.9.1 Stable School Placements

The CONTRACTOR shall comply with WIC Section 16000(b). CONTRACTOR shall also comply with Education Code Section 48850(a), which states, in part, that, "In fulfilling their responsibilities to pupils in foster care, educators, COUNTY placing agencies, care providers, advocates, and the juvenile courts shall work together to maintain stable school placements and to ensure that each pupil is placed in the least restrictive educational programs, and has access to the academic resources, services, and extracurricular and enrichment activities that are available to all pupils. In all instances, educational and school placement decisions must be based on the best interests of the child."

Education liaison services as needed to maintain the child in the classroom.

3.9.2 Right of Placed Child to Remain in School of Origin

The CONTRACTOR shall comply with Education Code Section 48853.5(d)(1), which states, “At the initial detention or placement, or any subsequent change in placement of a foster child, the local educational agency serving the foster child shall allow the foster child to continue his or her education in the school of origin for the duration of the academic school year.”

The CONTRACTOR shall comply with Section 48853.5(d)(2), which states, “The liaison, in consultation with and the agreement of the foster child and the person holding the right to make educational decisions for the foster child may, in accordance with the foster child’s best interests, recommend that the foster child’s right to attend the school of origin be waived and the foster child be enrolled in any public school that pupils living in the attendance area in which the foster child resides are eligible to attend.”

3.9.3 Immediate Enrollment of Placed Child in School

The CONTRACTOR shall comply with Education Code Section 48853.5(d)(4)(A), which states, “If the liaison in consultation with the foster child and the person holding the right to make educational decisions for the foster child agree that the best interests of the foster child would best be served by his or her transfer to a school other than the school of origin, the foster child shall immediately be enrolled in the new school.”

3.9.4 Certified Foster Parents’ Participation in Placed Child’s School Program

The CONTRACTOR shall Monitor for Compliance that the Certified Foster Parent(s) are: (1) representing the Placed Child at parent meetings, open houses, etc.; (2) working 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) encouraging and assisting the Placed Child to participate in school activities; and (4) arranging appropriate transportation to and from school.

3.9.5 Daily Homework and Cognitive/Developmental Stimulation

The CONTRACTOR shall Monitor that Certified Foster Parents 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.

3.9.6 Tutoring

The CONTRACTOR shall arrange for tutoring to improve the Placed Child’s basic skills to the extent that these services are available and are

specified in the Needs and Services Plan. The CONTRACTOR is not obligated to pay for items covered by public funds.

3.9.7 Maintenance of the Education Portion of the Health and Education Passport

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

The CSW shall provide the Black Binder within thirty (30) Days of initial placement of a child in foster care. If the child has already been placed elsewhere and is moved to CONTRACTOR'S facility, the Black Binder is to be provided within 48 hours of placement. If the Black Binder is not provided within the required timeframe, the CONTRACTOR shall: (1) initiate the Black Binder information (See Exhibit I, WIC Section 16010); and (2) immediately report lack of receipt of the binder and request it from DCFS Regional Administrator via e-mail. The CONTRACTOR shall not be held responsible in an audit or monitoring review for failure to have documents that were in existence at the time of placement but were not provided to the CONTRACTOR by the COUNTY.

The CONTRACTOR shall provide the updated Black Binder to the CSW at the time the Placed Child departs from the CONTRACTOR'S Program or provide the Black Binder within forty-eight (48) hours to the Regional office SCSW or on-duty CSW if the CSW is not present at the time of Placed Child's departure. The CONTRACTOR shall update and be responsible for the Black Binder information only during the course of the placement.

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

3.9.8 School Photos, Uniforms, Proms, Graduations, etc

The CONTRACTOR shall Monitor that each Placed Child receives school photos and uniforms when appropriate. The CONTRACTOR shall Monitor that each Placed Child is given the opportunity to attend his/her prom(s) and graduation(s).

3.10 Workforce Readiness Requirements:

3.10.1 The TILP

The CONTRACTOR shall participate with the CSW 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. The CONTRACTOR

shall have a copy of the TILP from the CSW on file. The CONTRACTOR and Certified Foster Parents co-operate with the CSW to implement the Placed Child's TILP as appropriate.

3.10.2 The DCFS 5205 B (Revised 12-02)

For all Placed Children ages 14 years and older, the ITFC-MTFC FFA social worker and the Certified Foster Parents shall work cooperatively with the CSW and the Placed Children to facilitate the CSW's completion of the DCFS 5205 B (Revised 12-02), "Emancipation Preparation Goal Contract," every six months. (See Exhibit A-XI of the Contract.)

3.10.3 Cooperation with the DCFS Emancipation Program

The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents facilitate participation by Placed Children ages 14 years and older in the DCFS Emancipation Program. The CSW shall make every effort to provide CONTRACTOR with at least two weeks notice of acceptance to the program.

3.10.4 Participation in the DCFS Emancipation Program

The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents facilitate participation by Placed Children, ages 16 and older, in the DCFS Emancipation Program, including: (1) plans for emancipating youth; (2) vocational training; (3) work experience; and (4) educational opportunities. The CONTRACTOR shall not keep Placed Children from attending vocational training programs or working on the job for reasons of punishment.

3.10.5 Independent Living Skills

The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents develop an individualized plan for each Placed Child to learn basic living skills within the context of the family home setting. Such skills may include, as age appropriate: (1) learning to plan, shop for, and prepare balanced meals; (2) purchase and care of clothing; (3) basic housekeeping skills; (4) budgeting; (5) use of public transportation as appropriate; and (6) personal safety.

PART D – PERFORMANCE REQUIREMENTS SUMMARY

DCFS ACTIONS FOR CONTRACTOR'S UNMET PERFORMANCE TARGETS	
CONTRACTOR'S PERFORMANCE TARGETS	**DCFS ACTIONS FOR UNMET PERFORMANCE TARGETS**
96.67 % of children are free from abuse & neglect while under the care & supervision of an ITFC-MTFC FFA. The COUNTY maintains a zero tolerance policy for substantiated abuse and neglect of Placed Children while under the supervision of CONTRACTOR. While each incident of substantiated abuse or neglect that occurs under the CONTRACTOR'S 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 as to appropriate action. 100% of the CAPs successfully implemented. 100% of CAPs submitted on time. 81.5% of discharges from an ITFC-MTFC FFA to reunification, adoption, legal guardianship, and Emancipation. At least 90% of children will main-tain placement stability, with no moves between foster homes within the past year. At least 80% of school-aged child-ren will be enrolled in school within three school days. At least 90% of age-appropriate Placed Children emancipated with high school diploma or equivalent.	Failure to meet performance target could result in a Program review and implementation of an administrative remedy(ies) as outlined in Exhibit N. Failure to comply with a CAP(s) could result in further action, such as *Hold, Do Not Refer (DNR), or Do Not Use (DNU) S*tatus as outlined in Exhibit N. Failure to meet this and the following performance targets could result in a Program review and implementation of an administrative remedy(ies) as outlined in Exhibit N.

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

REVISED AUGUST 2004

Youth Law Center
417 Montgomery Street, Suite 900
San Francisco, CA 94104

(415) 543-3379

TABLE OF CONTENTS

INTRODUCTION 1

OUT-OF-HOME CARE 2

ROLE OF THE COURTS 4

TYPES OF PLACEMENTS 10

GUARDIANSHIP 12

ADOPTION 13

INDEPENDENT LIVING 14

VISITATION 15

CONFIDENTIALITY AND YOUR RECORDS 16

EDUCATION 19

HEALTH CARE 22

PREGNANCY 24

MONEY 25

RELIGION 27

DRIVING 28

IMMIGRANT STATUS 31

EMANCIPATION 33

COMPLAINTS 36

RIGHTS AND RESPONSIBILITIES 37

- **KNOW YOUR RIGHTS** 37
- **YOUR GROUP OR FOSTER HOME'S RESPONSIBILITIES** 38
- **YOUR SOCIAL WORKER OR PROBATION OFFICER'S RESPONSIBILITIES** 38

DEFINITION INDEX 39

USEFUL RESOURCES 41

ENDNOTES 42

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.

Thanks also to Carole Shauffer, Maria Ramiu, Alice Bussiere, Pat Riley, Janet Knipe, Beverly Williams, Sujung Kim, Sharon Meieran, Alicia Amezcua, Nakeisha Peacock, Kelli Keith, Clark Peters, Liz Yap, Sheila Keating, Cheryl DeMichele, Janet Hong, Cristina Velez, Ayana Murphy, Karli Sager, Jyoti Rekhi and Rebecca Loubriel.

This handbook was made possible by the generous support of the Morris Stulsaft Foundation, the Skadden Fellowship Foundation and the Bernard and Alba Witkin Charitable Trust.

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 plan[3] 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 county child welfare department 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 changes[8] 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. Your social worker must give you information about and the opportunity to participate in the independent living 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 the county child welfare department for abused or neglected children and youth and will state -- "allege" -- the reasons - that county child welfare department 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's home, 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.[20]

The court reviews your case at a *dependency status review*, at least every six months.[21] 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).[22] You or your lawyer can participate.[23] You also are entitled to get notice of the review at least 15 days ahead of time.[24]

The *permanency planning hearing*[25] 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*.[26] 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.*[27] See the section on ***Adoption***.
- *Legal guardianship.*[28] The judge will look at this option only if adoption is not an available option.[29] See the section of this booklet called ***Guardianship***.
- *Long-term out-of-home care*.[30] The judge will look at this option only if all the other options are not possible.

If the court finds you cannot go home but you 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 where you want to live.[31]

"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 you and your 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.[32] 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.[33]

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?

If you are 10 or older, the court must notify you in writing of the date, time, and place of each hearing. [34]

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. [35]

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 the judge does not appoint an attorney for you.[36]

What is the attorney Supposed to do?

Your attorney is responsible for investigating facts, interviewing witnesses, making recommendations to the court concerning your welfare and participating in later court proceedings to represent your interests. This responsibility exists for issues directly involved in the court proceedings and those outside of that scope. Also, your attorney must interview you and take into account your wishes when making his or her recommendations to the court.[37]

The same attorney who represents you at the detention hearing is responsible for representing you at all later hearings unless she or he is relieved by the court for not doing an acceptable job in protecting your interests or unless the court substitutes another attorney.[38]

Who else can attend these hearings?

Your parents, their attorneys, your guardian or foster parents (if you are living with a foster family)[39] and their attorney, your social worker, and your court-appointed special advocate (CASA) can all attend the hearings. Any blood relative who cares about your case can also attend.[40] Non-relatives who are not legal guardians but who have been taking care of you on a day-to-day basis can also attend.[41]

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.[42]

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

COUNTY CHILD WELFARE DEPARTMENT (CCWD)	YOU	THE COURT
CCWD prepares a case plan for you	You stay in emergency placement or temporary custody	The court conducts a detention hearing and a jurisdiction hearing to decide whether it and the CCWD should stay involved in your case
Your social worker visits you at least once a month and whenever you request a visit	You stay in kinship care, foster care, or group home	The court conducts a disposition hearing to decide your permanent and temporary placements
CCWD prepares a social report for each hearing to help the court make a decision in your best interests		The court (or CCWD) reviews your dependency status every six months
	You return home, are adopted, obtain a legal guardian, or are placed in long-term out-of-home care	No later than 12 months after the disposition hearing, the court conducts a permanency planning hearing

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 there. 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 placement[43]
- court placement[44]

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.[45] 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.[46] 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.[47] 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 to provide for your 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.[48] 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.[49] It will also end in the case of your adoption, marriage, or entrance into active duty with the armed forces of the United States.[50] 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.[51] 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.[52]

What is required for adoption?

First, your parents' rights are terminated or they give consent to an adoption. [53] If you are over 12, you must also consent to the adoption.[54] 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.[55]

What is adoption assistance?

The Adoption Assistance Program provides benefits to prospective parents who are interested in adopting children from the child welfare department.[56] 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.[57] If your prospective parents qualify, they will receive reimbursement for some expenses, such as court costs associated with the adoption,[58] as well as regular payments to cover your needs.[59]

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),*[60] 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.[61] The reasons must be in the case plan.

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 to18 years old who are in Independent Living Programs.[62] 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.[63] If you're in a long-term, stable placement, visits can be less frequent, but never less than once every six months.[64] If you're in a group home, your social worker must visit you every month.[65] 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 parents[66] and grandparents[67] 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,[68] grandparents, siblings,[69] and other important family members. The judge can order visitation for anyone who has 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.[70] Your case plan should specifically set out visitation arrangements for you and your siblings.[71]

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.[72] 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.[73] 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.[74] 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.[75] Ask your social worker or probation officer.

Can I get my juvenile court record sealed?

Yes. You can seal your records if you are a 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.[76]

Because of time limits on destruction of records, it may not be worthwhile to seal Section 300 records (See the chart on the next page).

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.[77] 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.[78] 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 *Dependent*	At age 21, or 5 years after they're sealed, whichever comes first.
Section 601 *Status Offender*	Sealed records destroyed after 5 years. Unsealed records destroyed at age 28.
Section 602 *Delinquent*	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 $20.00.

What if I don't have a social security number?

If you do not qualify for a social security number because of your immigrant status, the requirement is waived. See the section on ***Immigrant Status***.

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.

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 $15.00.

Does the DMV accept anything other than a certified birth certificate?

Yes. They also accept several other documents, including your US Passport, Certificate of Naturalization or Citizenship, or a Permanent Resident Card.

EDUCATION

Do I have a right to go to school?

Yes.[79] You have a right and a responsibility to go to school. You also have a right to the same school resources, services and extracurricular activities as other students in your school.[80]

Who can make educational decisions for me?

Your parents (or legal guardian) keep the right to make educational decisions for you unless the juvenile court specifically limits their right to make educational decisions or terminates all of their parental rights. Whenever the juvenile court limits the right of a parent to make educational decisions, the court must choose a responsible adult to make educational decisions for you. If you are student receiving special education services and the court can't find a responsible adult to make educational decisions for you, it will ask your school district to appoint a surrogate parent.[81] However, the court and the school may not choose your social worker, probation officer or someone who works for your current group home placement or school to make educational decisions for you.[82]

Can my foster parents make educational decisions for me?

When the court is deciding on a responsible adult, or the school district is deciding on a surrogate parent, they will probably choose your foster parent, relative caregiver, or court appointed special advocate (CASA). If the school district can't find a surrogate parent for you out of the possibilities above, then it can pick someone of its own choice.[83] The court will also consider other adults in your life like relatives, family friends, or mentors willing to make those decisions for you.

Do I have to go to certain schools because I am in out-of-home care?

You have a right to go to a public school in your district, unless either your Individualized Education Program (IEP) or the person responsible for making educational decisions for you says different.[84]

Do I have to change schools if my placement changes?

You have the right to stay in your school if it is in your best interest, even when where you're living changes. But, if you do move to a new placement, the school district's foster care liaison may think it is in your best interest for you to also change schools. You and the person in charge of making your educational decisions must be given the liaison's reasons in writing. If both you and the person in charge of your

educational decisions disagree with the recommendations, then you will stay in your current school until the disagreement is resolved. [85]

If I change schools, can my new school make me wait for any reason to enroll ?

No. You have a right to be immediately enrolled in your new school, *even if:*

- the school has not yet received your proof of residency or immunization, health or academic records,
- you do not have your school uniform yet,

and/or

- you still owe fines at your old school.[86]

Will I lose credits for the work I did at my old school if I change schools?

The school you transfer to must give you full or partial credit for work you completed. Your old school is responsible for providing to your new school a record of your grades, classes taken, attendance and any credits earned.[87]

Once it has been decided that you are going to change schools, your case worker or probation officer will notify your old school of your last day of attendance and ask them to figure out your class credits and grades.[88] Within two days of being notified, your old school must send your new school your information, including your grades, classes you've taken, immunization records, and your special education plan (if you have one).[89]

Can schools punish me or lower my grades for absences?

It depends on the reason you were absent.
A school cannot punish you or lower your grades for absences because of a :

- school transfer
- foster care placement change
- court appearance

or

- court ordered activity.[90]

If you were sick, attended a funeral of a family member, or had a dental or medical appointment, including an appointment for a sensitive health service that does not require an adult's permission (see section on ***Health Care)***, the school must excuse your absence. The school must give you a reasonable amount of time to complete any work you missed for any excused absence and the school must give you full credit for work if you successfully complete it.[91]

Just be sure to bring your school a note from your caregiver, social worker, probation officer, the court or your doctor excusing your absence.

HEALTH CARE

Do I have a right to health care?

Yes. You have a right to basic health care, which includes medical, dental, vision and mental health services.[92]

Do I ever <u>have</u> to take medications?

No. You have the right to say no to all medications and chemical substances not authorized by a doctor. [93]

Who can I talk to if I want to see a doctor or nurse?

Talk with your care provider (foster parent, guardian or a group home staff member). If there is a problem talking to your care provider, you can also talk with your social worker, probation officer or attorney.

Do I need an adult's permission for all health care services?

No. Although your parent, caregiver or the court must give permission for you to get most of your health care services, you can give permission for and confidentially receive certain "sensitive health care services". Sensitive services are those that you may be embarrassed or scared to talk to your caregiver or other adults in your life about. The law allows you to make decisions about these services because it is more important for you to get treatment than not get treatment because you are afraid or embarrassed to get permission.

What sensitive health services can I get on my own?

You do not need an adult's permission for any medical services that have to do with preventing or treating pregnancy, including getting birth control or an abortion or having a baby.[94] See the section on ***Pregnancy***.

You also do not need an adult's permission if you are 12 years old or older and the services are related to treatment of:

- sexually transmitted diseases(STD's), HIV/AIDS, hepatitis, tuberculosis and other serious infectious, contagious, or communicable diseases[95] ;
- drug or alcohol use;[96]
- rape[97] or sexual assault;[98]

or

- mental health conditions, but only for outpatient counseling services and only if a doctor finds that you

are mature enough to make the decision and you present a danger to yourself or others without the treatment.[99]

To find services for anything talked about above, you can talk to a nurse at the Teenage Health Resource Line at (888) 711-TEEN. You can also call the California Youth Crisis Line at (800) 843-5200. Both lines are confidential, so no one else will find out what you talked about.

How is my health care paid for?

When you are first placed in a foster home, kin, or group home placement, you should be automatically enrolled in Medi-Cal or your county's substitute health insurance program. Your health care needs will be paid for through one of these two programs and you will not need to pay for any services as long as you are in, or covered by, the foster care system in California.

Can I still get Medi-Cal when I leave foster care when I turn 18?

If you are in the foster care system when you turn 18, you can continue to use Medi-Cal until you turn 21.[100] Continuing under Medi-Cal is not, however, automatic; it depends on you staying in California and the state finding out three things from you:

1) your current address,
2) if you want to continue under Medi-Cal, and
3) if you will be getting any other health insurance.

If you are going to turn 18 soon and leave the foster care system, but no one has talked to you to find these things out, call your social worker or call your county's Medi-Cal eligibility worker to set up an appointment.[101]

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.[102]

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 then 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 that you can get without the permission of a parent, guardian, caregiver or the court, and it 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.[103] 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.[104]

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.[105] 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 or 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.[106]

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.[107]

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.[108]

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.[109] 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.[110] 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.[111]

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.[112]

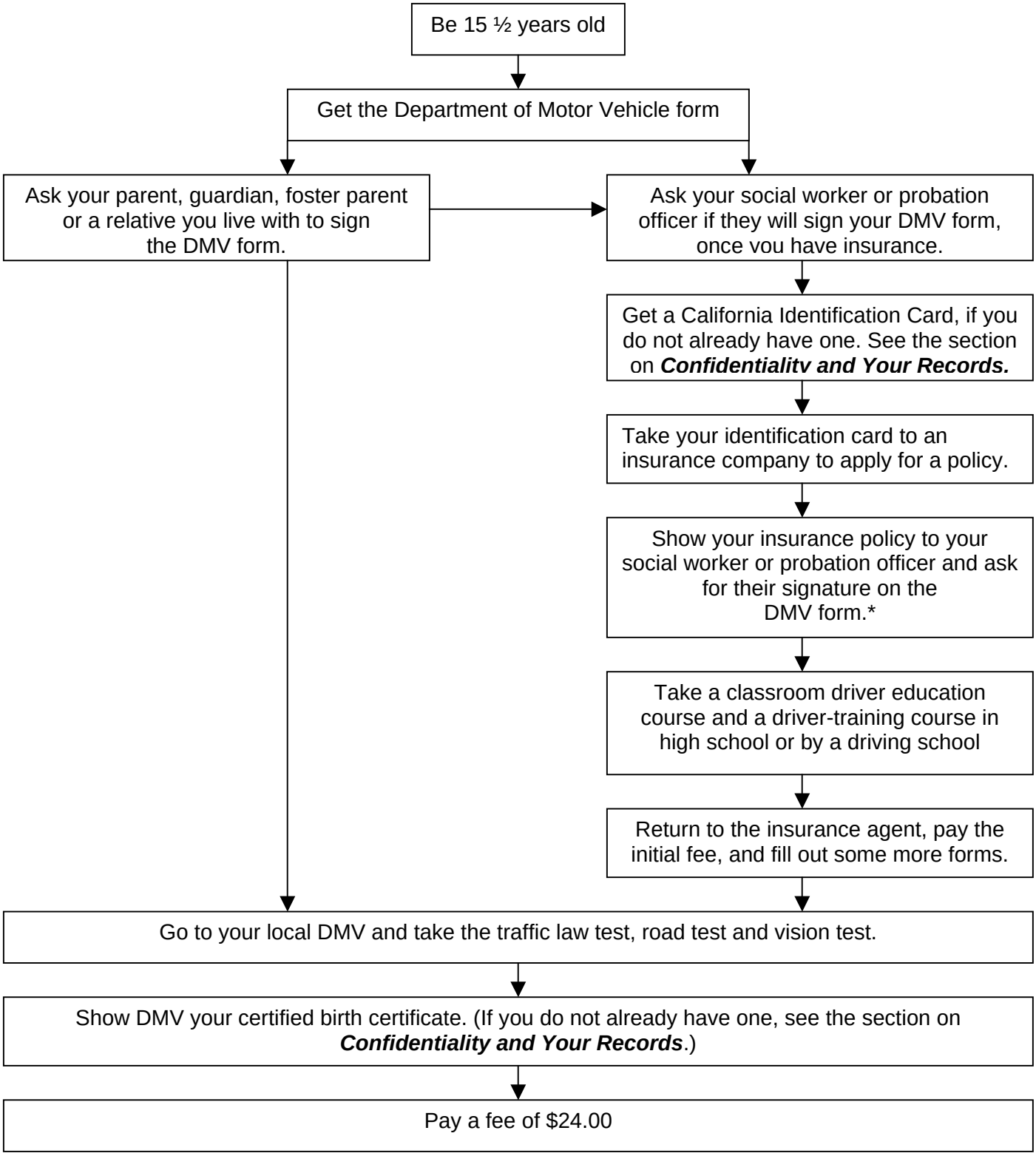
But to have your probation officer or social worker sign, you must have auto insurance -- *before you can get a license.* The probation officer, social worker, or county agency will not be responsible for damages from any accident.

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.

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



* Remember, if your probation officer or social worker signed your DMV form, you need to be extra sure to keep your insurance payments up to date. The insurance company will terminate your policy if you're late in paying. If it does, it will tell the DMV, which will take away your license.

IMMIGRANT STATUS

Can I be denied services while I'm in a foster home or group home placement just because I'm an immigrant?

No. You must have fair and equal access to all available services and you may not be discriminated against or harassed just because you are an immigrant. [113]

If I'm undocumented can I get a green card because I've been placed in a kin, foster or group home placement?

Maybe. Children who have been abused, neglected or abandoned, and are eligible for placement in long-term-foster care because they cannot be reunified with their parents may be eligible for a green card by applying for Special Immigrant Juvenile Status (SIJS).

What is Special Immigrant Juvenile Status?

SIJS makes it possible for a dependents and wards of the juvenile court to become a permanent resident of the United States (i.e. get a green card).[114] To get the full benefits of this status, you must also apply for Permanent Resident Status.

If your application for SIJS and Permanent Resident Status are approved, you can stay in the United States permanently, work here, qualify for in-state tuition at colleges, and apply for US citizenship in five years.

Can I apply for SIJS?

To apply for SIJS, these things **must** be true:

1) you are under 21,[115]

2) you are not married,[116]

3) you have been declared a dependent of the juvenile court or have been placed in out-of-home care by the juvenile court[117] and remain under juvenile court jurisdiction[118]

4) your juvenile court judge has decided you are eligible for long term foster care,[119] and that parental unification is not possible[120]

5) the judge's decision regarding your eligibility for long term foster care was because of a specific finding of abuse, neglect or abandonment,[121]

Continued…

6) the judge has decided it is in your best interest

not to be returned to your home country[122]

and

7) the juvenile court judge has signed an order confirming all of the above

Are there risks in apply for SIJS?

Yes. A SIJS application alerts the immigration authorities that you are not lawfully in this country and may cause the government to try to remove (deport) you from the United States if your application is denied.

What sorts of things could cause my Permanent Resident Status application to be denied?

Even if you meet the beginning application requirements, your application could be denied for other reasons, including if you have a record with drugs or crime, are HIV positive, or have been deported before. If you fall into any of these categories, your application could be much more risky and you should talk to an experienced immigration lawyer before you apply.

Are there any other ways to parent,
get my green card?

Yes, there are several. You might be able to have your

adoptive parent or stepparent apply for you if they are a US citizen and even if you don't live with them. You might also qualify for something called temporary protected status if you are from a country that is in a civil war or where a natural disaster happened. To figure out your options, you should talk to a lawyer with experience in immigration issues.

How can I get help with Immigration issues?

Start by asking your social worker, CASA, probation officer or care provider to help you find someone with experience in immigration issues to assist you. You should also talk to the lawyer assigned to your juvenile court case and ask for help with the process. If your juvenile court lawyer does not know about these issues, he or she should help you find someone who does. f your lawyer is unfamiliar with SIJS or other immigration issues and resources, he or she can contact:

- Immigrant Legal Resource Center (415) 255-9499
- Pacific Juvenile Defenders Center (415) 863-3762 ext. 314

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:[123]

- *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.*[124]

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 where 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 emancipation is "contrary to your best interest," or in other words, not good for you.

LEGAL EMANCIPATION

You'll have to show 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.

How can I get a judge to

You will need to show the judge that you meet the basic

declare me emancipated?

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 into binding contracts, move to a new residence, apply for a work permit or enroll in school or college.[125] 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.[126] 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. 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.[127] At 16, you can get a driver's license without an adult taking financial responsibility for you if you have proof of insurance.[128] 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.[129] You still won't be able to drink[130] or smoke.[131] You also won't be able to vote.[132]

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.[133] 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.[134] The toll free number is (877) 846-1602.

In addition to calling the Foster Care Ombudsman, you may make a written complaint.[135] The staff at your group home or your foster parents must tell you how and where to send you written complaint. You may speak to your social worker or attorney any time that you have a complaint or concern about your placement, care or services.[136]

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:[137]

- 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 free from discrimination on the basis of race, ethnic group identification, ancestry, national origin, color, religion, sex, sexual orientation, gender identity, mental or physical disability or HIV status.
- Be given healthy food, adequate clothing, and individual storage space.
- Not be locked in any room, building, or facility premises.*
- Receive medical, mental health, vision and dental services.
- Refuse medications or chemical substances not authorized by a doctor.
- Get sensitive health care services without an adult's permission.
- Contact your family members. Visit and contact your brothers and sisters.**
- Make and receive confidential phone calls and send or receive unopened mail.**
- Go to school. Participate in school activities, religious services of your choice, and age appropriate extracurricular and social activities.
- 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 you are in a community treatment facility.
**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 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.*
- To ask you about significant adults in your life that you would like to stay in touch with and work to make those connections possible.**
- 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.

* Unless prohibited by a court order or your case plan.
** If you are 10 or older and in a group home.

DEFINITION INDEX

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

Adoption	13
Case Plan	2
Consent	13, 16
Court Placement	10
Delinquent	4
Dependent (of the Court)	4
Dependency Status Review	5
Deportation	32
Emancipation	33
Emancipation Account	25
Foster Care	*2*
Foster Home	10
Foster Parent	12
Group Home	10
Independent Living Skills Program	25
Juvenile Court	4
Kinship Care	10
Legal Custody	10
Legal Guardianship	6
Legal Guardian	12
Long-term Out-of-home Care	6
Out-of-Home Care	2
Permanency Planning Hearing	6
Petition	4

Physical Custody	10
Reunification Plan	2
Sealing Records	16
Social Study	5, 8
Special Immigrant Juvenile Status	31
Status Offender	4
Sustain	4
Transitional Housing	14
Voluntary Placement	10
Ward	4

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)
_____	_____
(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
RC	California Rules of Court
DSSM	California Department of Social Services Manual of Policies and Procedures, Division 31, Child Welfare Services Manual

2. WIC 16000(a)
3. WIC 16501(a); 16501.1(a), (b), (c)
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 31-525.61; 31-525.65; 31-525.72
11. WIC 16501.1(f)(12); 16001.9(a)(19); DSSM 31-040
12. WIC 300
13. WIC 601(a), (b)
14. WIC 602
15. WIC 315-16; 319
16. WIC 334
17. WIC 355; 356
18. WIC 358; RC 1451
19. WIC 358(b); 358.1
20. WIC 366.21(c)
21. WIC 364, 366(a)
22. WIC 366.21

23. WIC 399
24. WIC 293(a), (b); 366.21(b)
25. WIC 366.21(f)
26. WIC 366.21(g)(1)
27. WIC 366.21(g); 366.26(b)(1),(2)
28. WIC 366.21(g)(3); 366.26(b)(3)
29. WIC 366.26(c): 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.
30. WIC 366.21(g)(2)
31. WIC 399; 16001.9(a)(17)
32. WIC 399; 16001.9(a)(17)
33. WIC 353.1, 388
34. WIC 293(a); 294(a); 295(a); 336; 349; 366.21(a), (b)
35. WIC 349
36. WIC 317(c)
37. WIC 317(d), (e)
38. WIC 317(d), (e)
39. *In Re Kristen B.,* 187 Cal.App.3d 596, 608; 232 Cal.Rptr. 36, 43 (1986).
40. RC 1412(f); *Charles S. v. Superior Court*, 168 Cal.App.3d 151, 156; 214 Cal.Rptr. 47, 50 (1985)
41. RC 1412(e); *In re B.G.*, 11 Cal.3d 679, 114 Cal.Rptr. 444, 454 (1974); *In re Joshuia S.*, 205 Cal.App.3d 119, 122; 252 Cal.Rptr. 106, 107 (1988).
42. WIC 366.21(c)
43. WIC 16507.4
44. WIC 300, 319(e), 361.2(e)
45. WIC 361.2; DSSM 31-405
46. CCR 84072.2; WIC 16001.9(a)(8)
47. CCR 89372(c)(15)
48. WIC 366.21(g), 366.26(b)(3). For children who are not dependents in the juvenile court,

guardianship proceedings are governed by PrCode §1500 et. seq. and are handled in the family or probate division of the Superior Court.

49. WIC 388, RC 1466(c)
50. PrC 1600(b); FC 7002(a), (b)
51. WIC 366.26(b)
52. FC 8616
53. FC 8604; 8605; 8606
54. FC 8602
55. FC 8612(c)
56. WIC 16115, *et seq.*
57. WIC 16120(a)(1)
58. WIC 16120.1
59. WIC 16121
60. DSSM 31-002(i)(1); 31-525; WIC 16001.9(a)(16)
61. DSSM 31-525; WIC 16001.9(a)(14)
62. WIC 16522
63. DSSM 31-320.2
64. DSSM 31-320.3; 31-320.4
65. DSSM 31-320.414
66. WIC 362.1(a); DSSM 31-340.2; WIC 16001.9(a)(6)
67. WIC 16507(a); DSSM 31-345; WIC 16001.9(a)(6)
68. WIC 16501.1(f)(5)
69. WIC 16501.1(f)(8)
70. WIC 16002(b); 16001.9(a)(7)
71. WIC 16002(b); 16501.1(f)(8); 16501.1(g)
72. WIC 10850(a); 22 CCR 84070; 80070(c); RC 1423(a),(b); WIC 16001.9(a)(21)
73. EC 49076(a)(6)
74. WIC 827(a), RC 1423; WIC 16001.9(a)(19)
75. 22 CCR 80070(d)(1)
76. WIC 389, 781(a)
77. WIC 781(a)
78. WIC 389(a), 781(a)
79. WIC 16001.9(a)(13)
80. EC 48853(g); WIC 361(a)(5), 726(b)(5)

81. WIC 361(a)
82. WIC 361(a)
83. GC 7579.5
84. EC 48853
85. EC 48853.5
86. EC 48853.5(d)(4)(B)
87. EC 49069.5(d), (e)
88. EC 49069.5(c)
89. EC 49069.5(d), (e)
90. EC 49069.5(h)
91. EC 48205
92. WIC 16001.9(a)(4)
93. WIC 16001.9(a)(5)
94. FC 6925 Minors may not give consent to sterilization procedures (permanent prevention of reproduction including vasectomies, tubal ligation, hysterectomies etc..).
95. FC 6926
96. FC 6929
97. FC 6927
98. FC 6928
99. FC 6924 Minors may not consent to receive psychotropic medications, psychosurgery or shock treatment.
100. WIC 14005.28
101. All County Information Notice No. I-117-00
102. WIC 16146
103. 22 CCR 84077 (a)(2)
104. 22 CCR 89372(c)(18)
105. WIC 11008.15; 16001.9(a)(14); DSSM 31-525
106. WIC 11155.5(a); 11401; 16001.9(11)
107. 22 CCR 80072(a)(5), 89372(c)(17); WIC 16001.9(a)(10)
108. 22 CCR 89173(c); DSSM 31-420.12
109. VC 12509; 12814.6(a)(1)
110. VC 12814.6
111. VC 12814.6
112. VC 17701

113 WIC 16001.9(a)(22)

114. INA § 101(a)(27)(J); 8 USC § 1101(a)(27)(J)

115. 8 CFR § 204.11(c)(1)

116. 8 CFR § 204.11(c)(2)

117. INA § 101(a)(27)(J); 8 USC § 1101(a)(27)(J)

118. 8 CFR § 204.11(c)(5)

119. INA § 101(a)(27)(J); 8 USC § 1101(a)(27)(J)

120. 8 CFR § 204.11(a)(1993)

121. INA § 101(a)(27)(J); 8 USC § 1101(a)(27)(J)

122. INA § 101(a)(27)(J); 8 USC § 1101(a)(27)(J)

123. FC 7002

124. FC 7002(c); 7120; 7122

125. FC 7050(e)

126. 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 3901

127. VC 12509; 12814.6(a)(3)

128. VC 17705

129. FC 302

130. BPC 25658

131. PeC 308

132. United States Constitution, Amendment XXVI

133. WIC 16164

134. WIC 16164; 16165; 16001.9(a)(8)

135. 22 CCR 84072.2; 87072(b)(2); DSSM 31-002(g)(1); 31-020; WIC 16001.9(a)(8)

136. 22 CCR 84072.2; 87072(b)(4)

137. WIC 16001.9(a)

EXHIBIT A-III

LINE ITEM BUDGET

FOSTER YOUTH RIGHTS

STATE OF CALIFORNIA — HEALTH AND HUMAN SERVICES AGENCY

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
COMMUNITY CARE LICENSING DIVISION

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.

This form describes the personal rights to be afforded each child admitted to a home/facility. This form also provides the complaint procedures for the child and authorized representative.

This form is reviewed, completed and signed by each child and/or each authorized representative upon admission to the home/facility. The child and/or authorized representative also has the right to receive a completed copy of the originally signed form. The original signed copy shall be retained in the child's file, which is maintained by the home/facility.

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

EXHIBIT A-V

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 ☐ No ☐ None Known

☐ Yes Regional _____

Service Coordinator: _____ Phone _____

EMOTIONAL/PSYCHOLOGICAL

Comments:

BEHAVIOR/SOCIAL

Comments:

SEXUAL ORIENTATION/GENDER IDENTITY ***Does youth self-identify with respect to sexual orientation/ sexual identity?*** ☐ **Yes** ☐ **No** ***If Yes, how does youth self-identify?***

☐ **Gay** ☐ **Lesbian** ☐ **Bisexual** ☐ **Transgender** ☐ **Questioning** ☐ **Heterosexual** ☐ **Other**

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/DETENTION 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, monitored, include 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.)*

HEALTH AND EDUCATION PASSPORT (HEP)

☐ **FOR INITIAL PLACEMENT:** HEP information given to Caregiver on _____.

☐ **FOR UPDATES TO THE INITIAL DCFS 709 (Within 30 Days):** HEP given to Caregiver on: ___.

☐ **FOR REPLACEMENT:** HEP information including additional medical and education information placement, given to Caregiver on: _____.

EXHIBIT A-V

FOSTER CHILD'S NEEDS AND CASE PLAN SUMMARY

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

	Check if Information available on HEP				
A. HEALTH CARE PROVIDERS	Name	Address	Phone	Date last seen	If not available, explain
Child's Physician:	☐	☐	☐	☐	
Child's Dentist:	☐	☐	☐	☐	
Other:	☐	☐	☐	☐	

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

☐ None Known ☐ Yes, explain ☐ No

Comments:

C. IMMUNIZATIONS

☐ Yes ☐ No, explain

Comments:

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

☐ None Known ☐ Yes, explain ☐ No

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	Medication(s) Prescribed/Medical Equipment/Tx Plan	Date Medications Discontinued
☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

(If no, explain)

Reviewed and Approved by SCSW:

Print SCSW's Name Office Address Phone

SCSW'S Signature Date

Caregiver reviewed, understands and agrees to support the child's case plan as described above; 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 Date

Print CSW's Name Office Address Phone

CSW'S Signature Date

Child's Name:

Needs & Services Plan Form Index

USE CTRL+Home to return to this page

Form Sections

Needs & Services Sections

- Identifying Information
- Case Plan Goal
- Concurrent Case Plan Goal
- For Updated NSP Only—GH / FFA recommendation
- LARRC Criminogenic Factors (Probation Cases Only)
- Medical / Physical/Dental Psychological Health
- Medical/Physical / Dental/Psychological Health Clinical Visits 1-3
- Medical/Physical / Dental / Psychological Health Clinical Visits 4-6
- Education
- NSP Treatment & Visitation
- Life Skills Training / Emancipation Preparation
- Outcome Goals (1—5)
- Outcome Goals (6—10)
- Signature Page
- Addendum

Sections for Quarterly Updates

- QUARTERLY—Adjustment to Placement
- QUARTERLY— Child's Physical / Dental and / or Psychological Health
- QUARTERLY—Educational Goals
- QUARTERLY— Quarterly Visitation / Involvement
- QUARTERLY—FFA Contact
- QUARTERLY—Report on progress of child's Life Skills Training and Emancipation Preparation
- QUARTERLY—Serious Incident Reports

Los Angeles County Provider Needs and Services Plan / Quarterly Report

☐ Group Home ☐ FFA ☐ CTF *(Check all that are applicable)* ☐ DCFS ☐ Probation Date of Report _____

Child's Name: _____ D.O.B.: _____ ☐ Male ☐ Female
PDJ/Court Case #: _____
Has Medical # been received? ☐ Yes ☐ No If Yes, Medical #:

Attorney Name: _____ Phone #: _____
Email Address: Fax #:

DPO/CSW Name: _____ Phone #: _____
Email Address: Fax #:

FFA/GH Name: _____ Date of Admission: _____
Address:

GH/FFA/CTF Social Worker: _____ Phone #: _____
Email Address:

Certified Foster Parent's Name: _____
Address: (If confidential, state)

☐ Initial Plan ☐ Quarterly report period from: _____ To _____
Date Agency Received Probation 1385 or DCFS 709: _____

☐ Updated NSP from:
to

Reason for Placement

Planned Length of Placement

Qtrly Only Adjustment to Placement

Case Plan Goal (Permanency): ☐ **See Addendum**

☐ Family Reunification ☐ Adoption ☐ Legal Guardianship ☐ PPLA
Comments: _____
Reason for Modification to Permanency Plan (if applicable) _____

Concurrent Case Plan Goal: ☐ **See Addendum**

☐ Adoption ☐ Legal Guardianship ☐ PPLA
Comments: _____
Reason for Modification to Concurrent Case Plan (if applicable) _____

For Updated NSP Only GH/FFA recommendation regarding the feasibility of the child's return to his/her home, placement in another facility or move into Independent Living,

(For Probation Cases only. Info provided by Probation)

Criminogenic Factors based on the Probation LARRC Assessment				Notes
Factors and Sub-Factors	**High**	**Moderate**	**Low**	
1. Problem Behaviors & Substance Use Factor				
1.1 Problem Behavior	☐	☐	☐	
1.2 Exposure to Risky Environment	☐	☐	☐	
1.3 Delinquent Orientation	☐	☐	☐	
1.4 Substance Use	☐	☐	☐	
2. Family Factor				
2.1 Community Involvement	☐	☐	☐	
2.2 Family Cohesion	☐	☐	☐	
2.3 Parenting	☐	☐	☐	
2.4 Family Activities	☐	☐	☐	
3. Social Relationships Factor				
3.1 Social Relationship	☐	☐	☐	
3.2 Social isolation	☐	☐	☐	
4. Academic Engagement Factor	☐	☐	☐	
5. Self-Regulation Factor				
5.1 Stress Coping	☐	☐	☐	
5.2 Self-management/concept	☐	☐	☐	

Child's Name:

Medical / Physical / Dental / Psychological Health ☐ **See Addendum**

Psychotropic Medication ☐ Yes ☐ No If Yes, date of court authorization _____ Copy attached? ☐ Yes ☐ No

If No, please explain _____

Please list all current psychotropic medication prescribed to the youth (Dosage / frequency / duration)

Please list all other (non-psychotropic) current medication prescribed to the youth (Dosage / frequency / duration)

Does the youth require special medical devices? ☐ Yes ☐ No If Yes, please explain:

Does the youth have special dietary needs or allergies? ☐ Yes ☐ No If Yes, please explain:

Are immunizations current? ☐ Yes ☐ No If No, please explain and indicate plan to bring current:

Does youth have a current Health & Education Passport? ☐ Yes ☐ No If No, please explain:

Child's Name:

Medical / Physical / Dental / Psychological Health Clinical Visits (1-3) ☐ **See Addendum**

Clinic Name: _____

Physician Name: _____

Address: _____

Phone(s): _____ Fax: _____

Date(s) seen during reporting period

Outcomes and Follow-up

Clinic Name: _____

Physician Name: _____

Address: _____

Phone(s): _____ Fax: _____

Date(s) seen during reporting period

Outcomes and Follow-up

Clinic Name: _____

Physician Name: _____

Address: _____

Phone(s): _____ Fax: _____

Date(s) seen during reporting period

Outcomes and Follow-up

Child's Name:

Medical / Physical / Dental / Psychological Health Clinical Visits (4-6) ☐ **See Addendum**

Clinic Name: _____

Physician Name: _____

Address: _____

Phone(s): _____ Fax: _____

Date(s) seen during reporting period

Outcomes and Follow-up

Clinic Name: _____

Physician Name: _____

Address: _____

Phone(s): _____ Fax: _____

Date(s) seen during reporting period

Outcomes and Follow-up

Clinic Name: _____

Physician Name: _____

Address: _____

Phone(s): _____ Fax: _____

Date(s) seen during reporting period

Outcomes and Follow-up

☐ For additional Provider(s) or Information, see Addendum

Child's Name:

Qtrly Only	Report progress of child's physical, dental and/or psychological health over the past three months. Reference the goal number(s) from the Identified Treatment Needs /Outcome Goals Page.

Child's Name:

Education

☐ See Addendum

☐ Not Applicable Grade Level: _____ GPA: _____ Credits Earned: _____

Name of Current School: _____

Type of school: _____

School address: _____ Phone: _____

Holder of Educational Rights: _____ Date enrolled in school: _____

If child was not enrolled within 3 days of placement, please explain:

Transportation arrangements to/from school: _____

Are school records complete? ☐ Yes ☐ No If no, plans to obtain records: _____

IEP attached? ☐ Yes ☐ No ☐ N/A _____

Contents of or a copy of the report card(s) attached? ☐ Yes ☐ No

School attendance information/records on file? ☐ Yes ☐ No

Identified educational needs:

Academic achievements and extra-curricular activities:

Strengths of the child:

Participation in school-related activities by child and GH staff or Certified Foster Family:

School behavior problems, school discipline and school suspensions:

School officials' concerns about the child's health, academic abilities and social skills:

Other issues of concern related to school matters:

If a high school student, status of CAHSEE:

Qtrly Only Report progress of child's educational goals. Reference the goal number(s) from the Identified Treatment Needs /Outcome Goals Page

Child's Name:

NSP Treatment & Visitation
Please list treatment services to be provided to youth and those who will participate. (Include transportation accommodations and whether your agency or an affiliated party will provide the services)
If no parental involvement, please explain:
Please indicate the visitation plan for parent(s), siblings, extended family members, and other significant adults, including frequency, transportation arrangements, any restrictions, etc.:
If applicable, please list any special costs associated with the services to the youth and how your agency will accommodate this cost: _____

Child's Name:

This Page is for Quarterly Only

Visitation / Involvement / Contact with Family of Origin / Guardian

Describe child's visitation with his/her parent(s) over the past three months.

Type ☐ Phone
Dates/ Frequency
Relationship/Details

Type ☐ Face to Face at GH/CFH
Dates/ Frequency
Relationship/Details

Type ☐ Face to Face other location
Dates/ Frequency
Relationship/Details

Have efforts been made to unite siblings who are placed under your care? ☐ Yes ☐ No
If No, please elaborate

Address participation of family and others in child's treatment program over the past three months.

Describe involvement of child with other individuals who are important to the child over the past three months.

Address CSW/DPO Contact with Child over the past three months

Address GH/FFA Contact with CSW/DPO over the past three months

Address FFA Social Worker Contact with Child over the past three months

Type ☐ Phone
Dates/ Frequency
Relationship/Details

Type ☐ Face to Face at GH/CFH
Dates/ Frequency
Relationship/Details

Type ☐ Face to Face other location
Dates/ Frequency
Relationship/Details

Child's Name:

Life Skills Training / Emancipation Preparation

1) Is the youth able to manage his/her own money? ☐ Yes ☐ No

Does youth have/maintain bank account ☐ Yes ☐ No Please explain

Comments:

2) Is the youth able to leave the facility / home without adult supervision? ☐ Yes ☐ No

If yes, please outline specific conditions:

Comments:

3) Is the youth able to have unsupervised time in the home? ☐ Yes ☐ No

If yes, please provide explanation:

Comments:

4) Does the youth need assistance (other than age appropriate) with personal care/grooming? ☐ Yes ☐ No

If yes, please explain.

Comments:

5) Does youth's current clothing meet standards? ☐ Yes ☐ No If No, please explain:

Comments:

6) Is youth 14 or over? ☐ Yes ☐ No

If Yes, please answer a through f:

a) Please list any ILP Services, ESTEP Services, or Life Skills Training received by the youth:

Comments:

b) Is the most recent copy of the TILP attached? ☐ Yes ☐ No Date of TILP Completion: _____

Comments:

c) Is the most recent copy of the Emancipation Preparation Contract attached? ☐ Yes ☐ No

d) What is the youth's post High School plan? _____

e) Is the youth currently employed or seeking employment? ☐ Yes ☐ No

Comments:

f) Describe transportation arrangements for youth to participate in ILP and/or employment

Comments:

Child's Name:

Qtrly Only	Report progress of child's Life Skills Training/Emancipation Preparation over the past three months. If applicable, reference the goal number(s) from the Identified Treatment Needs /Outcome Goals Page

Qtrly Only	Number of Special Incidents Reports (SIRs) over the past three months:
Type of Special Incidents Reports (SIRs) over the past three months:	# of Special Incidents
Behavioral Incident	
Danger to Self	
Health Related	
Unauthorized Absence	
School Related	
Other	
Comments:	

Child's Name:

Identified Treatment Needs / Outcome Goals (1—5)				
Outcome Goal — #1 Select One	Start Date	Modified/Review Date	Projected Completion Date	Date Goal Achieved
Please indicate the Specific Goal and the Plan & Method to achieve goal, Including services to be provided and person(s) responsible.				
Outcome Goal — #2 Select One	Start Date	Modified/Review Date	Projected Completion Date	Date Goal Achieved
Please indicate the Specific Goal and the Plan & Method to achieve goal, Including services to be provided and person(s) responsible.				
Outcome Goal — #3 Select One	Start Date	Modified/Review Date	Projected Completion Date	Date Goal Achieved
Please indicate the Specific Goal and the Plan & Method to achieve goal, Including services to be provided and person(s) responsible.				
Outcome Goal — #4 Select One	Start Date	Modified/Review Date	Projected Completion Date	Date Goal Achieved
Please indicate the Specific Goal and the Plan & Method to achieve goal, Including services to be provided and person(s) responsible.				
Outcome Goal — #5 Select One	Start Date	Modified/Review Date	Projected Completion Date	Date Goal Achieved
Please indicate the Specific Goal and the Plan & Method to achieve goal, Including services to be provided and person(s) responsible.				

Child's Name:

Identified Treatment Needs / Outcome Goals (6—10)				
Outcome Goal — #6 Select One	Start Date	Modified/Review Date	Projected Completion Date	Date Goal Achieved
Please indicate the Specific Goal and the Plan & Method to achieve goal, Including services to be provided and person(s) responsible.				
Outcome Goal — #7 Select One	Start Date	Modified/Review Date	Projected Completion Date	Date Goal Achieved
Please indicate the Specific Goal and the Plan & Method to achieve goal, Including services to be provided and person(s) responsible.				
Outcome Goal — #8 Select One	Start Date	Modified/Review Date	Projected Completion Date	Date Goal Achieved
Please indicate the Specific Goal and the Plan & Method to achieve goal, Including services to be provided and person(s) responsible.				
Outcome Goal — #9 Select One	Start Date	Modified/Review Date	Projected Completion Date	Date Goal Achieved
Please indicate the Specific Goal and the Plan & Method to achieve goal, Including services to be provided and person(s) responsible.				
Outcome Goal — #10 Select One	Start Date	Modified/Review Date	Projected Completion Date	Date Goal Achieved
Please indicate the Specific Goal and the Plan & Method to achieve goal, Including services to be provided and person(s) responsible.				

☐ See Addendum for additional goals

Signature Page

Report prepared by: _____ / _____
Name/Title Signature

Signatures:

		I have received a copy of the report:
Youth (if appropriate) *Name*	Date	☐
Parent (If applicable)	Date	☐
Parent (If applicable)	Date	☐
FFA/Group Home Social Worker	Date	☐
FFA/Group Home approval signature *(if necessary)*	Date	☐
Certified Foster Parent (if applicable)	Date	☐
DPO/CSW	Date	☐
	Date	☐
	Date	☐

Copy of Plan/Quarterly Report ☐ mailed ☐ emailed ☐ faxed ☐ handed to DPO/CSW on _____

If unable to obtain DPO/CSW Signature, please document efforts you made to obtain the signature:

Child's Name:

Addendum

This area is unprotected. You can use spell check, you can cut & paste to your heart's content and you can even write voluminous amounts of text. Let the words flow from your fingers....

EXHIBIT A-VI

CLOTHING STANDARD

DCFS 2281 CLOTHING STANDARD (Revised 2/2005)

When determining the adequacy of clothing, consider the following:

- Special activities clothing for sports/gym, dance, proms, or graduation
- Periods of rapid growth
- Size changes during pregnancy and post delivery
- Frequency of laundering

School uniforms, if applicable, can meet up to 2 outfits of the clothing standard.

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

INFANT:	NAME:	NAME:	NAME:	NAME:
2-4 receiving blankets				
2 large blankets				
2 blanket sleepers				
8 one-piece stretch suits and/or 8 outfits for everyday play				
1 outfit for dressy/Sunday/ special occasions				
1 sweater and cap set				
1 pair booties/play shoes				
8 pair 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				
Meets standard:	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
2 YEARS AND OLDER:	NAME:	NAME:	NAME:	NAME:
*outfits				
2-3 pairs of shoes				
Nightwear, bedroom slippers				
2 sweatshirts/sweaters				
1 jacket or coat appropriate to				
1 swimsuit, if applicable				
Meets standard:	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

*4 outfits at initial placement; 7 outfits within 30 days of initial placement, 10 outfits within 60 days of initial placement, 12 outfits within 120 days of initial placement (an outfit includes all necessary undergarments: socks/pantyhose; jeans/pants/slacks/skirts; shirts/t-shirts/blouses; dresses).

EXHIBIT A-VII

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

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 planning for 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 :

Group Home Agrees To

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

SPECIAL INCIDENT REPORTING GUIDE FOR FOSTER FAMILY AGENCIES (FFA)

The Los Angeles County Departments of Children and Family Services (DCFS) and Probation have developed this reporting guide. It does not supersede the requirements outlined in California Code of Regulations, Title 22, Sections 80061, 83061, and 88061; and the Los Angeles County Foster Family Agency Agreement; Section 10.0.

The FFA shall maintain copies of all reports as required in Sections 1 through 10 of this guide in the Placed Child's file. The FFA shall also summarize the information in the quarterly reports to the DCFS placement worker.

Children's files shall be retained for at least five years following the term of this Agreement or three years from the date of the submission of the final expenditure report in accordance with the Agreement, Section 11.4.

Many of these special incident-reporting decisions require good judgment 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.

The Contractor shall report special incidents to DCFS, Probation, and Community Care Licensing immediately or the next work day via the **I-Track web-based system** at <https://Itrack.co.la.ca.us>. The Contractor shall still report by telephone and/or by sending a written report per the Table below to: (1) parents, guardians, or conservators; (2) law enforcement; (3) the DCFS Child Abuse Hotline; (4) the local fire department; and (5) the local health officer. If the I-Track web-based system is off-line, use fax as a substitute per the Table below. Resubmit the report on I-Track as soon as it comes back on-line.

TABLE OF CONTENTS

TYPE OF INCIDENT **PAGE #**

1. BEHAVIOR INCIDENTS…… 2
2. OTHER SIGNIFICANT INCIDENTS…… 2
3. ILLNESS…… 2
4. INJURY OR ACCIDENT…… 2
5. SERIOUS INJURY, ILLNESS OR ACCIDENT…… 3
6. DEATH…… 3
7. UNAUTHORIZED ABSENCE…… 3
8. CHILD ABUSE…… 4
9. SIGNIFICANT CHANGES IN FOSTER FAMILY AGENCIES …… 4
10. SIGNIFICANT INCIDENTS WHICH INVOLVE THE COMMUNITY OR PHYSICAL PLANT AND MAY HAVE SERIOUS IMPACT ON THE RESIDENTS, E.G EPIDEMICS, POISONING, CATASTROPHES, FLOODS, EXPLOSIONS, EARTHQUAKE DAMAGE, ANY FIRES, OR ANY OTHER POTENTIALLY DANGEROUS ENVIRONMENT ……5

1. BEHAVIOR INCIDENTS

(Any incidents that threaten the physical health, emotional health, or continued safety of any child. e.g. substance abuse, physical violence, manual restraints, suicide attempts, sexually related incidents, school incidents, police contacts, and disruptive behavior by parents or other visitor)

NOTE: **"OHCMDM"** in the table below means the L A Co. DCFS Out-of-Home Management Division Monitor.

HOW	TO WHOM	WHEN
Fax only if I-Track is down	County Placement Worker (DCFS CSW or Probation DPO)	Immediately or the next workday
	OHCMDM/Probation Monitors	Immediately or the next workday
	Community Care Licensing (CCL)	Immediately or the next workday

2. OTHER SIGNIFICANT INCIDENTS (Child not enrolled in school; child not regularly attending school)

HOW	TO WHOM	WHEN
Fax only if I-Track is down	County Placement Worker	Within 3 school days

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

HOW	TO WHOM	WHEN
Written	Parent/Guardian	Within 7 calendar days

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

HOW	TO WHOM	WHEN
Fax only if I-Track is down	Community Care Licensing	Immediately or the next workday
Written	Parent/Guardian (mail copy)	Within 7 calendar days

5. SERIOUS INJURY, ILLNESS OR ACCIDENT (Incident requiring extended medical treatment of two or more doctor visits)

HOW	TO WHOM	WHEN
Fax only if I-Track is down except parent/ guardian.	Phone parent/guardian	Immediately or the next day
	Community Care Licensing	Immediately or the next workday
	County Placement Worker	Immediately or the next workday
	OHCMDM/Probation Monitors	Immediately or the next workday

6. DEATH

HOW	TO WHOM	WHEN
Fax only if I-Track is down	County Placement Worker	Immediately
	OHCMDM/Probation Monitors	Immediately
	Community Care Licensing	Immediately or the next workday

7. UNAUTHORIZED ABSENCE (AWOL)

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

HOW	TO WHOM	WHEN
Fax only if I-Track is down except parent/ guardian and law enforce-ment.	Phone parent/guardian	Immediately
	Phone law enforcement	Immediately
	County Placement Worker (For DCFS, use Child Abuse Hotline after hours.)	Immediately
	OHCMDM/Probation Monitors	Immediately or the next workday
	Community Care Licensing	Immediately or the next workday

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	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
Fax only if I-Track is down	Community Care Licensing	Immediately or the next workday
	OHCMDM/Probation Monitors	Immediately or the next workday
Written	Law Enforcement (Fax or mail copy)	Within 36 hours

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 FOSTER FAMILY AGENCIES

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
Written report by mail/fax	County Placement Worker	Immediately upon anticipation of change; immediately upon occurrence or the next workday
	OHCMDM/Probation Monitors	Immediately upon anticipation of change; immediately upon occurrence or the next workday.

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

HOW	TO WHOM	WHEN
Written report by mail/fax	Community Care Licensing	Immediately or the next workday
	OHCMDM/Probation Monitors	Immediately or the next workday

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

HOW	TO WHOM	WHEN
Report by I-Track if appropriate incident category exists; otherwise send written report by mail/fax except local fire authority and health officer.	Phone local fire authority for all fires and explosions (Section 80061(b)(1)(I) of CCR)	Immediately
	Phone local health officer for all epidemic outbreaks (Section 80061(b)(1)(F) of CCR)	Immediately
	County Placement Worker	Immediately or the next workday
	OHCMDM/Probation Monitors	Immediately or the next workday
	Community Care Licensing	Immediately or the next workday
	Fax or mail copy to local health officer)	Immediately

WH:wh
FFA Reporting Guide, 1-22-07

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 <u>or annually, whichever is more frequent.</u> This means that <u>all</u> 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	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	
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	
SENSORY SCREENING																
Audiometric **2**										x	x	x	x	x	x	
Clinical Observation	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	
Visual Activity Test (Snellen)**2**										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	
Tuberculin Test											x			x		
Urine Dipstick or Urinalysis											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.

Procedural Guide

0600-514.10

ADMINISTRATION OF PSYCHOTROPIC MEDICATION TO DCFS-SUPERVISED CHILDREN

Date Issued: **06/01/06**

☒ Revision of Existing Procedural Guide 0600-514.10, Administration of Psychotropic Drugs to DCFS-Supervised Children dated 10/31/01

Revision Made: Revised per the updated Los Angeles County Superior Court Psychotropic Medication Protocol dated 12/08/05. Addresses: new process for physician/psychiatrist submission of authorization request; notice to parent/legal guardian; court determination process; and cross over of cases with Department 95 (the Mental Health Court for conservatorship cases or when a DCFS youth challenges the continuance of a psychiatric hospital hold beyond 72 hours).

Cancels: None

DEPARTMENTAL VALUES

This Procedural Guide supports the Department's efforts to ensure safety for DCFS-supervised children through the appropriate administration of psychotropic medications prescribed by the child's physician or psychiatrist. Additionally, this Procedural Guide supports the Department's efforts to achieve timely permanency (family reunification, adoption or legal guardianship) for children by ensuring that DCFS-supervised children enjoy optimum mental health.

WHAT CASES ARE AFFECTED

This Procedural Guide is applicable to all new and existing referrals and cases.

OPERATIONAL IMPACT

Many children who are supervised by DCFS receive mental health services. In some cases, the treating professional may form the conclusion that the child's mental health 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 but are not limited to: anxiolytic agents, antidepressants, mood stabilizers, antipsychotic medications, anti-Parkinson agents, hypnotics, medications for dementia and psychostimulants.

Anticonvulsant medications, when prescribed expressly to control seizures, and medications prescribed to control enuresis are not considered to be psychotropic medications.

The Welfare and Institutions Code, together with the Los Angeles Superior Court, have provided specific guidelines and limitations regarding a physician's provision of psychotropic medication to a child who is a dependent of the juvenile court and under the supervision of DCFS.

Court authorization **is required** prior to non-emergency psychotropic medication being prescribed in the following circumstances:

1. For any child on whose behalf the court has made disposition orders, and who resides in out-of-home care unless the court has issued specific orders delegating this authority to a parent upon making findings on the record that the parent poses no danger to the child and has the capacity to authorize psychotropic medications.

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 (parent/legal guardian consent required).

2. The court has made disposition orders and the child resides in the home of a parent or legal guardian (parent/legal guardian consent required).

3. The physician has made a determination that an emergency exists. The court has defined an emergency as:

    - the physician finds that a child requires psychotropic medication,
    - due to a mental disorder,
    - where the purpose of the medication is to
        (a) protect the life of the child or others,
        (b) prevent serious harm to the child or others, or
        (c) to treat current or imminent substantial suffering, and
    - it is impracticable to obtain consent.

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 prescribing psychotropic medication for DCFS-supervised children. The CSW must have confirmation that the court has authorized the use of psychotropic medication.

1. In all pre-adjudication cases or post-disposition cases where the child is placed Home-of-Parent (includes Legal Guardian) or cases where the child is placed in out-of-home care and the court has issued specific orders delegating psychotropic

medication decision making authority to a parent, the physician must make a good-faith effort to obtain written parent/legal guardian consent before prescribing psychotropic medication for a child.

2. In cases where parent/legal guardian consent cannot be obtained prior to disposition, or when the case is post-disposition, the child is placed in Out-of-Home Care and the court has not issued specific orders delegating psychotropic medication decision making authority to a parent, the physician must fax, to the DCFS D-Rate Unit, a completed Psychotropic Medication Authorization Form (PMAF). The DCFS D-Rate Unit phone number is (562) 903-5335 or 5336. The fax number is (562) 941-7205. The Medical History/Examination and Medications portions of the PMAF must be personally filled out and signed by the physician.

NOTE: If the physician has not indicated the range of dosages, then only the dose on the form will be authorized and increases will need a new PMAF.

3. The physician must accept telephone inquiries from Juvenile Court Mental Health Services, the child's attorney, 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.

5. When a child is given psychotropic medication in an emergency situation, the physician requesting authorization must document on the PMAF the basis for the emergency.

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.

In those cases where court authorization is required, the physician **may not** commence prescription and administration of psychotropic medication until court authorization has been obtained. The only exceptions are:

- When the medication currently being taken by the child is being continued; or
- when the physician has determined an emergency, as defined above. In an emergency, the physician may begin administration of the psychotropic medication as long as (s)he has simultaneously submitted an emergency PMAF for court approval.

Day 1: Caregiver seeks medical evaluation of child.
Dr. recommends psychotropic medication.
Dr. and Caregiver fill out the PMAF.

Dr. faxes pages 1 & 2 of PMAF to the DCFS D-Rate Unit.

DCFS D-Rate Unit sends:

1. Cover letter & Opposition Form to child's parent or legal guardian;
2. A copy of the PMAF to assigned CSW & PHN;
3. The Original PMAF to the Dependency Psychotropic Desk Clerk (PDC)
   - DCFS D-Rate Unit will attach page 3 of the PMAF and indicate that Notice has been sent to the child's parent or legal guardian.

Court Day 1-2: PDC receives the PMAF and issues a log number;
PDC enters PMAF into data base and retrieves file;
PDC gives copy of PMAF (with Opposition form) to the child's attorney;
PDC places PMAF in Juvenile Court Mental Health Services (JCMHS) mail box.

Court Day 2-4: to JCMHS reviews and returns PMAF with recommendation/comment PDC.

Court Day 2-7: PDC enters the date JCMHS returned PMAF, places the PMAF file and any objections in the courtroom mailbox. Court approves, modifies or denies PMAF. Judicial Assistant makes copies of signed PMAF for distribution and places original PMAF in confidential envelope in the legal file.

Court Day 3-7: D- PDC distributes copies of signed PMAF to JCMHS, Dr. and DCFS Rate Unit.

Court Day 8: CSW DCFS D-Rate Unit distributes copy of signed PMAF to Caregiver, and PHN.

- PHN enters the information into CWS/CMS.

If the court does not authorize the medication, it is the CSW's responsibility to contact the physician and advise the physician that (s)he may not prescribe or administer the medication but has the option to respond to the JCMHS comments with a new PMAF.

The authorization is good for six months unless otherwise ordered by the Juvenile Court. 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. In situations where a child who enters the Juvenile Court system is being treated with psychotropic medication, the physician may continue the medication pending an order from the court. A new authorization is not required if the child changes physicians, as long as the medication, strength and dosage remain the same as previously authorized and as long as the authorization paperwork and medication follow the child. A physician can continue medication while the renewal request is pending before the Court.

The Juvenile Court retains the authority to authorize psychotropic medication for children in the following circumstances:

- Children under Juvenile Court jurisdiction who are involuntarily detained under the Lanterman-Petris-Short (LPS) Act,
- Children under orders for suitable placement and voluntary hospital commitment, and
- Children committed to the State Department of Developmental Services by the Mental Health Court (D-95). However, the Mental Health Court shall have exclusive power to determine issues of consent to medication in all cases in which a permanent LPS conservatorship has been established.

Procedures

A. WHEN: A CHILD IS DETAINED

CSW Responsibilities

1. Ensure that a copy of the Psychotropic Medication Authorization Form (PMAF) is included in the placement packet (refer to LA Kids for a copy of the form).

- Complete the "Identifying Information" section of the PMAF.
  - Provide the original PMAF to the caregiver.

2. Explain to the caregiver the steps that will need to be taken should a physician or psychiatrist recommend psychotropic medication for the child in the future.

3. Instruct the caregiver to contact the CSW immediately upon learning of the doctor's treatment plan for the child includes psychotropic medication.

B. WHEN: A PHYSICIAN OR PSYCHIATRIST TREATMENT PLAN INCLUDES PSYCHOTROPIC MEDICATION AND THE CHILD'S CASE HAS NOT BEEN ADJUDICATED

Although it is the CSW's responsibility to oversee the child who may be receiving psychotropic medication, the regional Public Health Nurse (PHN) will be a valuable resource. If there are questions regarding any aspect of the proposed treatment, it is recommended that the CSW ask the PHN to communicate with the physician and serve as a liaison between the physician and our Department.

CSW Responsibilities

1. Instruct the caregiver to provide the Psychotropic Medication Authorization Form (PMAF) to the physician.

2. Contact the physician and explain that the "Clinical Information" and "Medications" sections of the PMAF (see **NOTE**) need to be completed in detail. Explain, if necessary, what is required of the physician before the child can be treated with psychotropic medications. Direct the physician to attempt to contact the parent/legal guardian.

> **NOTE:** It is the physician's responsibility to explain to the parent/legal guardian the need for the medication, possible side effects and so forth. It is also the physician's responsibility to obtain parental consent.
>
> The "Medications" section of the PMAF must be completed by the prescribing physician. The physician must list all prescribed medications the child currently takes and will be taking if the request is granted, whether or not these were prescribed by the requesting physician. The physician is encouraged to indicate the range of dosages to be authorized. If the physician does not indicate a range of dosages, a new PMAF will be required for each change in the dosage schedule.
>
> The prescribing physician must explain to the child, in age-appropriate terms:
>
> - The recommended course of treatment,
> - The basis for the treatment, and
> - The possible results of taking the medication, including possible side effects.

3. Inform the physician that a signed copy of the completed PMAF must be faxed to the DCFS D-Rate Unit before the psychotropic medication may be prescribed.

5. Document in the child's Contact Notebook all communications with the caregiver, the physician and the parent/legal guardian regarding the psychotropic medication authorization request.

> **NOTE:** The DCFS D-Rate Unit will provide the CSW with a copy of the physicians initial PMAF. This should be filed in the child's Psychological/Medical/Dental folder (purple).

6. The DCFS D-Rate Unit will provide the CSW and the PHN with a copy of the PMAF containing the Court's order. File a copy of the signed court order in the child's Psychological/Medical/Dental (purple) folder.

- If the court approves the psychotropic medication authorization, verify with the caregiver, that the prescription has been filled and that the medication is being administered. Document this information in the CWS/CMS Health Notebook.

> **NOTE:** The PHN will document the court's approval or denial of the PMAF and other pertinent information related to the request (e.g., date the

medication was authorized) in the Health Notebook on CWS/CMS.

- If the court denies the psychotropic medication authorization request, contact the child's physician to verify that (s)he has either cancelled the prescription and discontinued the medication (in accordance with proper medical practice) or has submitted a new PMAF. Contact the child's caregiver to verify that (s)he had discontinued the medication if the physician has cancelled the prescription (or in accordance with proper medical practice as instructed by the child's physician). Notify the court immediately if the order is not being followed.

NOTE: The DCFS D-Rate Unit will notify the caregiver if the PMAF is denied.

7. The Juvenile Court Psychotropic Desk Clerk is responsible for notifying the minors attorney of the court's decision.

A child's objection to or noncompliance with the approved psychotropic medication, is a treatment issue to be resolved by the physician prescribing the medication. Please refer to Procedural Guides 0600-501.05, Medical Consent and 0600-515.20, Psychiatric Hospitalization: Involuntary.

Update the Case Plan to incorporate the child's treatment plan, including the use of psychotropic medication.

Provide the caregiver with a new, unsigned PMAF for future use.

At each face-to-face contact with the child, review the signed PMAF, to ensure it is current.

- **If the authorization is within one month of expiring, consult with the child's physician. If the physician believes the psychotropic medication continues to be necessary, remind the physician to fax a new PMAF to the DCFS D-Rate Unit. Verify with the physician and/or the D-Rate Unit to ensure the new PMAF has been received by the D-Rate Unit.**

C. WHEN: A PHYSICIAN OR PSYCHIATRIST TREATMENT PLAN INCLUDES **PSYCHOTROPIC MEDICATION AND THE CHILD HAS BEEN ADJUDGED A DEPENDENT CHILD OF THE COURT AND HAS BEEN REMOVED FROM THE PHYSICAL CUSTODY OF THE PARENT/LEGAL GUARDIAN**

CSW Responsibilities

1. Instruct the caregiver to provide the Psychotropic Medication Authorization Form (PMAF) to the physician.

2. Inform the physician that court approval is required, unless the court has issued specific orders delegating psychotropic medication decision-making authority.

3. Explain to the physician that the "Clinical Information" and "Medications" sections of the PMAF (see **NOTE** below) need to be completed in detail. Explain, if necessary, what is required of the physician before the child can be treated with psychotropic medications. When applicable (see **NOTE** below), direct the physician to attempt to contact the parent/legal guardian.

> **NOTE:** When the court has issued specific orders delegating psychotropic medication decision making authority to a parent or legal guardian, the physician must make a good-faith effort to obtain written parent/legal guardian consent before prescribing psychotropic medication for the child. In these cases, it is the physician's responsibility to explain to the parent/legal guardian the need for the medication, possible side effects and so forth.
>
> The "Medications" section of the PMAF must be completed by the prescribing physician. The physician must list all prescribed medications the child currently takes and will be taking if the request is granted, whether or not these were prescribed by the requesting physician. The physician is encouraged to indicate the range of dosages to be authorized. If the physician does not indicate a range of dosages, a new PMAF will be required for each change in the dosage schedule.
>
> The prescribing physician must explain to the child, in age-appropriate terms:
>
> - The recommended course of treatment,
> - The basis for the treatment, and
> - The possible results of taking the medication, including possible side effects.

4. Inform the physician that a signed copy of the completed PMAF must be faxed to the DCFS D-Rate Unit before the psychotropic medication may be prescribed.
5. Document in the child's Contact Notebook all communications with the caregiver, the physician and the parent/legal guardian (if applicable) regarding the psychotropic medication authorization request.

> **NOTE:** The DCFS D-Rate Unit will provide the CSW with a copy of the physicians initial PMAF. This should be filed in the child's

Psychological/Medical/Dental folder (purple).

6. The DCFS D-Rate Unit will provide the CSW and the PHN with a copy of the PMAF containing the Courts order. File a copy of the signed court order in the child's Psychological/Medical/Dental (purple) folder.

- If the court approves the psychotropic medication authorization request, verify with the caregiver, that the prescription has been filled and that the medication is being administered. Document this information in the CWS/CMS Health Notebook.

NOTE: The PHN will document the court's approval or denial of the PMAF and other pertinent information related to the request (e.g., date the medication was authorized) in the Health Notebook on CWS/CMS.

- If the court denies the psychotropic medication authorization request, contact the child's physician to verify that (s)he has either cancelled the prescription and discontinued the medication (in accordance with proper medical practice) or has submitted a new PMAF. Contact the child's caregiver to verify that (s)he had discontinued the medication if the physician has cancelled the prescription (or in accordance with proper medical practice as instructed by the child's physician). Notify the court immediately if the order is not being followed.

NOTE: The DCFS D-Rate Unit will notify the caregiver if the PMAF is denied.

7. The Juvenile Court Psychotropic Desk Clerk is responsible for notifying the minor's attorney of the court's decision.

8. A child's objection to or noncompliance with the approved psychotropic medication is a treatment issue to be resolved by the physician prescribing the medication. Please refer to Procedural Guides 0600-501.05, Medical Consent and 0600-515.20, Psychiatric Hospitalization: Involuntary.

9. Update the Case Plan to incorporate the child's treatment plan, including the use of psychotropic medication.

10. Provide the caregiver with a new, unsigned PMAF for future use.

At each face-to-face contact with the child, review the signed PMAF, to ensure it is current.

- **If the authorization is within one month of expiring, consult with the child's physician. If the physician believes the psychotropic medication continues to be necessary, remind the physician to fax a new PMAF to the DCFS D-Rate Unit. Verify with the physician and/or the D-Rate Unit to ensure the new PMAF has been received by the D-Rate Unit.**

APPROVAL LEVELS

Section	Level	Approval
A.	**Court**	Psychotropic Medication Authorization Form
B.	**Court**	Psychotropic Medication Authorization Form
C.	**Court**	Psychotropic Medication Authorization Form

OVERVIEW OF STATUTES/REGULATIONS

Welfare and Institutions Code, Section 369: Outlines the provisions under which a court order is required in order to provide medical treatment to a child in temporary custody.

Welfare and Institutions Code, Section 369.5: Outlines the provisions under which a court order is required in order to provide medical treatment to a child who is adjudged a dependent of the court and has been removed from the physical custody of his/her parent(s).

Los Angeles County Superior Court Psychotropic Medication Protocol dated 12/08/05: Outlines procedures for obtaining court authorization for prescribing and administering psychotropic medications to children under Dependency or Delinquency Court jurisdiction.

RELATED POLICIES

Procedural Guide 0050-503.75, Child Protection Hotline (CPH): Requests For Emergency Medical Consent
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

FORM(S) REQUIRED/LOCATION

HARD COPY None

LA Kids: Psychotropic Medication Authorization Form (PMAF)

CWS/CMS: Case Plan
Case Plan Update
Contact Notebook
Health Notebook

SDM: None

EXHIBIT A-XI

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 _____ and ending _____

YOUTH'S _____ AGE: _____
DATE: _____

CASE _____ CASE # _____

POTENTIAL EMANCIPATION _____ NEXT COURT _____

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 What will I do?	**DEADLINE** *When will I get it done?*	**RESOURCES** *What people, places, and things are available to help me?*	**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-XI

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 *What will I do?*	**DEADLINE** *When will I get it done?*	**RESOURCES** *What people, places, and things are available to help me?*	**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_____

Department of Children and Family Services
Foster Family Agency Program Section

FOSTER FAMILY AGENCY MONTHLY REPORT

NAME OF FFA_____MONTH OF :_____

A. Please provide the total numbers for both L.A. and Out-of-County (O/C):

_____# of Homes in L.A.

_____Total Capacity in L.A.

_____Current Vacancies in L.A.

_____% Vacancy rate in L.A.

_____DCFS children only in L.A.

_____# of Homes in Out of County

_____Total Capacity in Out of County

_____Current Vacancies in Out of County

_____% Vacancy rate in Out of Count

_____DCFS children in Out of County

B. **Please provide the following information for L.A. County children**

1._____# of FFA Social Worker visits to children

2._____# of FFA Social Worker visits to certified foster parents

3._____# of visits between children and birth parents/relatives.

4._____# of training hours offered to staff

5._____# of training hours offered to foster parents

C. Change in placement for L.A. County children only:

1_____of children to birth parent or relatives

2._____# of children to state foster homes

3_____# of children moved to other certified homes within your FFA

4._____# of children to group homes

5._____# of children to other FFAs.

6._____# of children to legal guardianship

7._____# of children to Adoption

8._____# of children accepted from group homes

9._____# of children emancipated

10._____Other

Department of Children and Family Services

D. <u>Please attach a list of the following</u>:

Minor's Information	Foster Parents De-Certified & Certified for the Month	
Name(s)	Name(s)	Address & Phone Number
D.O.B.	D.O.Termination	D.O.B. of each foster parent
Age	Reason for decertification	D.O.Certification
D.O.P.	_____(see Reason Codes) # of decertified foster homes	
D.O.Termination		

PLEASE PROVIDE THE TOTAL NUMBER OF DE-CERTIFIED AND CERTIFIED FOSTER HOMES FOR THE MONTH. INDICATE THE REASON CODE FOR THE DE-CERTIFICATION OF THE FOSTER HOME.

E. <u>Please list the following information:</u>

The number of children placed in the following age ranges:

0-4 _____
5-8 _____
9-11 _____
12-14 _____
15-Up _____

The current number of FFA beds for teenagers _____

How many children receive the following therapy? Individual _____
Family _____
Play/Art _____
Group _____

Please indicate the number of foster homes for Specialized populations? (i.e. Native American, hearing impaired, Asian languages, and medically fragile). _____

Reason Codes: 1) Sexual Abuse, 2) Physical abuse, 3) illness, 4) retired, 5) Different Agency, 6) Neglect, 7) CCL Violation, 8) Adoptive Home, 9) Legal Guardianship, 10) Move, 11) Agency standard not met, 12) Voluntary

---

Please send or FAX by the 5th of every month to:

FFA Program Manager
9320 Telstar Avenue
El Monte, CA 91731
(626) 639-4820
Fax: (626) 569-6805

EXHIBIT B

INTENSIVE TREATMENT FOSTER CARE FOSTER FAMILY AGENCY MASTER CONTRACT

PROGRAM STATEMENT

EXHIBIT B-I

ITFC FFA RATE CLASSIFICATION LETTER
(TO BE INSERTED UPON CDSS APPROVAL)

CIRCULAR NO. A-122
Revised May 10, 2004

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

Table of Contents

A. Basic Considerations

1. Composition of total costs

2. Factors affecting allowability of costs

3. Reasonable costs

4. Allocable costs

5. Applicable credits

6. Advance understandings

7. Conditional exemptions

B. Direct Costs

C. Indirect Costs

D. Allocation of Indirect Costs and Determination of Indirect Cost Rates

1. General

2. Simplified allocation method

3. Multiple allocation base method

4. Direct allocation method

5. Special indirect cost rates

E. Negotiation and Approval of Indirect Cost Rates

1. Definitions

2. Negotiation and approval of rates

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.

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 17 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 32 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").

(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

Table of Contents

1. Advertising and public relations costs
2. Advisory councils
3. Alcoholic beverages
4. Audit costs and related services
5. Bad debts
6. Bonding costs
7. Communication costs
8 Compensation for personal services
9. Contingency provisions
10. Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringement
11. Depreciation and use allowances
12. Donations and contributions
13. Employee morale, health, and welfare costs
14. Entertainment costs
15. Equipment and other capital expenditures
16. Fines and penalties
17. Fund raising and investment management costs
18. Gains and losses on depreciable assets
19. Goods or services for personal use
20. Housing and personal living expenses
21. Idle facilities and idle capacity
22. Insurance and indemnification
23. Interest
24. Labor relations costs
25. Lobbying
26. Losses on other sponsored agreements or contracts
27. Maintenance and repair costs
28. Materials and supplies costs
29. Meetings and conferences
30. Memberships, subscriptions, and professional activity costs
31. Organization costs
32. Page charges in professional journals
33. Participant support costs
34. Patent costs
35. Plant and homeland security costs
36. Pre-agreement costs
37. Professional services costs
38. Publication and printing costs
39. Rearrangement and alteration costs
40. Reconversion costs
41. Recruiting costs
42. Relocation costs
43. Rental costs of buildings and equipment
44. Royalties and other costs for use of patents and copyrights
45. Selling and marketing
46. Specialized service facilities
47. Taxes
48. Termination costs applicable to sponsored agreements

49. Training costs
50. Transportation costs
51. Travel costs
52. Trustees

ATTACHMENT B
Circular No. A-122

SELECTED ITEMS OF COST

Paragraphs 1 through 53 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, direct mail, exhibits, electronic or computer transmittals, and the like.

b. The term public relations includes community relations and means those activities dedicated to maintaining the image of the non-profit 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 non-profit organization of obligations arising under a Federal award (See also Attachment B, paragraph 41, Recruiting costs, and paragraph 42, Relocation costs);

(2) The procurement of goods and services for the performance of a Federal award;

(3) The disposal of scrap or surplus materials acquired in the performance of a Federal award except when non-profit organizations are reimbursed for disposal costs at a predetermined amount; or

(4) Other specific purposes necessary to meet the requirements of the Federal award.

d. The only allowable public relations costs are:

(1) Costs specifically required by the Federal award;

(2) Costs of communicating with the public and press pertaining to specific activities or accomplishments which result from performance of Federal awards (these costs are considered necessary as part of the outreach effort for the Federal award); 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 keep the public informed on matters of public concern, such as notices of Federal contract/grant awards, financial matters, etc.

e. Costs identified in subparagraphs c and d if incurred for more than one Federal award or for both sponsored work and other work of the non-profit organization, are allowable to the extent that the principles in Attachment A, paragraphs B. (“Direct Costs”) and C. (“Indirect Costs”) 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, conventions, convocations, or other events related to other activities of the non-profit organization, including:

(a) Costs of displays, demonstrations, and exhibits;

(b) Costs of meeting rooms, hospitality suites, and other special facilities used in conjunction with shows and other special events; and

(c) Salaries and wages of employees 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 non-profit organization.

2. Advisory Councils

Costs incurred by advisory councils or committees are allowable as a direct cost where authorized by the Federal awarding agency or as an indirect cost where allocable to Federal awards.

3. Alcoholic beverages. Costs of alcoholic beverages are unallowable.

4. Audit costs and related services

a The costs of audits required by , and performed in accordance with, the Single Audit Act, as implemented by Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations” are allowable. Also see 31 USC 7505(b) and section 230 (“Audit Costs”) of Circular A-133.

b. Other audit costs are allowable if included in an indirect cost rate proposal, or if specifically approved by the awarding agency as a direct cost to an award.

c. The cost of agreed-upon procedures engagements to monitor subrecipients who are exempted from A-133 under section 200(d) are allowable, subject to the conditions listed in A-133, section 230 (b)(2).

5. Bad debts. Bad debts, including losses (whether actual or estimated) arising from uncollectable accounts and other claims, related collection costs, and related legal costs, are unallowable.

6. 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 non-profit organization. They arise also in instances where the non-profit 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 non-profit 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.

7. Communication costs. Costs incurred for telephone services, local and long distance telephone calls, telegrams, postage, messenger, electronic or computer transmittal services and the like are allowable.

8. 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. 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:

(1) 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.

(2) When employees are performing indirect functions, such as administration, maintenance, or accounting.

(3) In the performance of tests, laboratory procedures, or other similar operations which are continuous in nature and cannot reasonably be interrupted or otherwise completed.

(4) When lower overall cost to the Federal Government will result.

g. 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.

h. 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.

i. 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.

j. 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.

k. Severance pay.

(1) 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

(a) law,

(b) employer-employee agreement,

(c) established policy that constitutes, in effect, an implied agreement on the organization's part, or

(d) circumstances of the particular employment.

(2) Costs of severance payments are divided into two categories as follows:

(a) 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.

(b) 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.

l. Training costs. See paragraph 49.

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.

9. 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 Attachment B, paragraphs 8.g. (3) and 22.a(2)(d)); pension funds (see paragraph 8.i): and reserves for normal severance pay (see paragraph 8.k.)

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 allowance or depreciation. However, except as provided in Attachment B, paragraph 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 non-profit 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 non-profit organization in satisfaction of a statutory matching requirement.

d. 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.

e. 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 d, 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. 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, modular furniture, 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 6 2/3 percent equipment use allowance limitation.

h. 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 and contributions.

a. Contributions or donations rendered. Contributions or donations, including cash, property, and services, made by the organization, regardless of the recipient, are unallowable.

b. Donated 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. However, the value of donated services may be used to meet cost sharing or matching requirements in accordance with the Common Rule.

(2)The value of donated services utilized in the performance of a direct cost activity shall, when material in amount, be considered in the determination of the non-profit organization's indirect costs or rate(s) and, accordingly, shall be allocated a proportionate share of applicable indirect costs when the following 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 non-profit organization; and

(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.

c. Donated goods or space.

(1) Donated goods; i.e., expendable personal property/supplies, and donated use of space may be furnished to a non-profit 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 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.

a. The costs of employee information publications, health or first-aid clinics and/or infirmaries, recreational activities, employee counseling services, and any other expenses incurred in accordance with the non-profit organization's established practice or custom for the improvement of working conditions, employer-employee relations, employee morale, and employee performance are allowable.

b. Such costs will be equitably apportioned to all activities of the non-profit 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 entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities) are unallowable.

15. Equipment and other capital expenditures.

a. For purposes of this subparagraph, the following definitions apply:

(1) "Capital Expenditures” means expenditures for the acquisition cost of capital assets (equipment, buildings, land), or expenditures to make improvements to capital assets that materially increase their value or useful life. Acquisition cost means the cost of the asset including the cost to put it in place. Acquisition cost for equipment, for example, means the net invoice price of the 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 may be included in, or excluded from the acquisition cost in accordance with the non-profit organization's regular accounting practices.

(2) "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 the capitalization level established by the non-profit organization for financial statement purposes, or $5000.

(3) "Special purpose equipment" means equipment which is used only for research, medical, scientific, or other technical activities. Examples of special purpose equipment include microscopes, x-ray machines, surgical instruments, and spectrometers.

(4) "General purpose equipment" means equipment, which is not limited to research, medical, scientific or other technical activities. Examples include office equipment and furnishings, modular offices, telephone networks, information technology equipment and systems, air conditioning equipment, reproduction and printing equipment, and motor vehicles.

b. The following rules of allowability shall apply to equipment and other capital expenditures:

(1) Capital expenditures for general purpose equipment, buildings, and land are unallowable as direct charges, except where approved in advance by 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 the awarding agency.

(3) 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.

(4) When approved as a direct charge pursuant to paragraph 15.b.(1), (2), and (3) above, capital expenditures will be charged in the period in which the expenditure is incurred, or as otherwise determined appropriate by and negotiated with the awarding agency.

(5) Equipment and other capital expenditures are unallowable as indirect costs. However, see Attachment B, paragraph 11., Depreciation and use allowance, for rules on the allowability of use allowances or depreciation on buildings, capital improvements, and equipment. Also, see Attachment B, paragraph 43., Rental costs of buildings and equipment, for rules on the allowability of rental costs for land, buildings, and equipment.

(6) 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 negotiated with the cognizant agency.

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. Fund raising and investment management costs.

a. Costs of organized fund raising, including financial campaigns, endowment drives, solicitation of gifts and bequests, and similar expenses incurred solely to raise capital or obtain contributions are unallowable.

b. Costs of investment counsel and staff and similar expenses incurred solely to enhance income from investments are unallowable.

c. Fund raising and investment activities shall be allocated an appropriate share of indirect costs under the conditions described in subparagraph B.3 of Attachment A.

18. Gains and losses on depreciable 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 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 Attachment B, paragraph 22.

(d) Compensation for the use of the property was provided through use allowances in lieu of depreciation in accordance with paragraph 9.

(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.

19. 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.

20. 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.

21. Idle facilities and idle capacity.

a. As used in this section 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 non-profit organization.

(2) "Idle facilities" means completely unused facilities that are excess to the non-profit organization's current needs.

(3) "Idle capacity" means the unused capacity of partially used facilities. It is the difference between: (a) 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 (b) the extent to which the facility was actually used to meet demands during the accounting period. A multi-shift basis should be used if it can be shown that this amount of usage would normally be expected for the type of facility involved.

(4) "Cost of idle facilities or idle capacity" means costs such as maintenance, repair, housing, rent, and other related costs, e.g., insurance, interest, property taxes 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 on the initiative taken to use, lease, or dispose of such facilities.

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 that the capacity is reasonably anticipated to be necessary or was originally reasonable and is not subject to reduction or elimination by use on other Federal awards, subletting, renting, or sale, in accordance with sound business, economic, or security practices. Widespread idle capacity throughout an entire facility or among a group of assets having substantially the same function may be considered idle facilities.

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 8.g and 8.i(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 8.g(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.

a. Costs incurred for interest on borrowed capital, temporary use of endowment funds, or the use of the non-profit organization’s own funds, however represented, are unallowable. However, interest on debt incurred after September 29, 1995 to acquire or replace capital assets (including

renovations, alterations, equipment, land, and capital assets acquired through capital leases), acquired after September 29, 1995 and used in support of Federal awards is allowable, provided that:

(1) 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) A statement of purpose and justification for facility acquisition or replacement

(b) A statement as to why current facilities are not adequate

(c) A statement of planned future use of the facility

(d) A description of the financing agreement to be arranged for the facility

(e) A summary of the building contract with estimated cost information and statement of source and use of funds

(f) A schedule of planned occupancy dates

(2) 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.

(3) 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.

(4) 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.

(5) 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.

(6) Non-profit organizations are also subject to the following conditions:

(a) Interest on debt incurred to finance or refinance assets acquired before or reacquired after September 29, 1995, is not allowable.

(b) Interest attributable to fully depreciated assets is unallowable.

(c) 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.

(d) 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.

(e) 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.

b. 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.

c. The following definitions are to be used for purposes of this paragraph:

(1) Re-acquired assets means assets held by the non-profit organization prior to September 29, 1995 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.

(2) Initial equity contribution means the amount or value of contributions made by non-profit organizations for the acquisition of the asset or prior to occupancy of facilities.

(3) Asset costs means the capitalizable costs of an asset, including construction costs, acquisition costs, and other such costs capitalized in accordance with GAAP.

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 allowabliliy 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.

d. Executive lobbying costs. Costs incurred in attempting to improperly influence either directly or indirectly, an employee or officer of the Executive Branch of the Federal Government to give consideration or to act regarding a sponsored agreement or a regulatory matter are unallowable. Improper influence means any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a federally-sponsored agreement or regulatory matter on any basis other than the merits of the matter.

26. Losses on other sponsored agreements or contracts. 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 costs.

a. Costs incurred for materials, supplies, and fabricated parts necessary to carry out a Federal award are allowable.

b. Purchased materials and supplies shall be charged at their actual prices, net of applicable credits. Withdrawals from general stores or stockrooms should be charged at their actual net cost under any recognized method of pricing inventory withdrawals, consistently applied. Incoming transportation charges are a proper part of materials and supplies costs.

c. Only materials and supplies actually used for the performance of a Federal award may be charged as direct costs.

d. Where federally-donated or furnished materials are used in performing the Federal award, such materials will be used without charge.

29. Meetings and conferences. Costs of meetings and conferences, the primary purpose of which is the dissemination of technical information, are allowable. This includes costs of meals, transportation, rental of facilities, speakers' fees, and other items incidental to such meetings or conferences. But see Attachment B, paragraphs 14., Entertainment costs, and 33., Participant support costs.

30. Memberships, subscriptions, and professional activity costs.

a. Costs of the non-profit organization’s membership in business, technical, and professional organizations are allowable.

b. Costs of the non-profit organization’s subscriptions to business, professional, and technical periodicals are allowable.

c. Costs of membership in any civic or community organization are allowable with prior approval by Federal cognizant agency.

d. 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. 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.

33. 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.

34. Patent costs.

a. The following costs relating to patent and copyright matters are allowable: (i) cost of preparing disclosures, reports, and other documents required by the Federal award and of searching the art to the extent necessary to make such disclosures; (ii) cost of 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 (but

see paragraphs 37., Professional services costs, and 44., Royalties and other costs for use of patents and copyrights).

b. The following costs related to patent and copyright matter are unallowable:

(1) Cost of preparing disclosures, reports, and other documents and of searching the art to the extent necessary to make disclosures not required by the award

(2) Costs in connection with filing and prosecuting any foreign patent application, or any United States patent application, where the Federal award does not require conveying title or a royalty-free license to the Federal Government (but see paragraph 45., Royalties and other costs for use of patents and copyrights).

35. Plant and homeland security costs. Necessary and reasonable expenses incurred for routine and homeland security to protect facilities, personnel, and work products are allowable. Such costs include, but are not limited to, wages and uniforms of personnel engaged in security activities; equipment; barriers; contractual security services; consultants; etc. Capital expenditures for homeland and plant security purposes are subject to paragraph 15., Equipment and other capital expenditures, of this Circular.

36. Pre-agreement 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.

37. Professional services 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 non-profit 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.

In addition, legal and related services are limited under Attachment B, paragraph 10.

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 non-profit 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 non-profit organization's business (i.e., what new problems have arisen).

(5) Whether the proportion of Federal work to the non-profit organization's total business is such as to influence the non-profit 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

38. 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. Publication costs also include page charges in professional publications.

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 non-profit organization.

c. Page charges for professional journal publications are allowable as a necessary part of research costs where:

(1) The research papers report work supported by the Federal Government: and

(2) The charges are levied impartially on all research papers published by the journal, whether or not by federally-sponsored authors.

39. 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.

40. Reconversion costs. Costs incurred in the restoration or rehabilitation of the non-profit organization's facilities to approximately the same condition existing immediately prior to commencement of Federal awards, less costs related to normal wear and tear, are allowable.

41. 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.

42. 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 percent 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 50 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.

43. Rental costs of buildings and equipment.

a. Subject to the limitations described in subparagraphs b. through d. of this paragraph 43, 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. Rental arrangements should be reviewed periodically to determine if circumstances have changed and other options are available.

b. Rental costs under “sale and lease back” arrangements are allowable only up to the amount that would be allowed had the non-profit organization

continued to own the property. This amount would include expenses such as depreciation or use allowance, maintenance, taxes, and insurance.

c. Rental costs under "less-than-arms-length" leases are allowable only up to the amount (as explained in subparagraph b. of this paragraph 43.) that would be allowed had title to the property vested in the non-profit 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 a non-profit organization; (ii) non-profit organizations under common control through common officers, directors, or members; and (iii) a non-profit organization and a director, trustee, officer, or key employee of the non-profit organization or his immediate family, either directly or through corporations, trusts, or similar arrangements in which they hold a controlling interest. For example, a non-profit organization may establish a separate corporation for the sole purpose of owning property and leasing it back to the non-profit organization.

d. Rental costs under leases which are required to be treated as capital leases under GAAP are allowable only up to the amount (as explained in subparagraph b) that would be allowed had the non-profit organization purchased the property on the date the lease agreement was executed. The provisions of Financial Accounting Standards Board Statement 13, Accounting for Leases, shall be used to determine whether a lease is a capital lease. Interest costs related to capital leases are allowable to the extent they meet the criteria in subparagraph 23. Unallowable costs include amounts paid for profit, management fees, and taxes that would not have been incurred had the non-profit organization purchased the facility.

44. 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 non-profit 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 a non-profit organization.

c. In any case involving a patent or copyright formerly owned by the non-profit organization, the amount of royalty allowed should not exceed the cost which would have been allowed had the non-profit organization retained title thereto.

45. Selling and marketing. Costs of selling and marketing any products or services of the non-profit organization are unallowable (unless allowed under Attachment B, paragraph 1. as allowable public relations cost. However, these costs are allowable as direct costs, with prior approval by awarding agencies, when they are necessary for the performance of Federal programs.

46. Specialized service facilities.

a. The costs of services provided by highly complex or specialized facilities operated by the non-profit organization, such as computers, wind tunnels, and reactors are allowable, provided the charges for the services meet the conditions of either 46 b. or c. and, in addition, take into account any items of income or Federal financing that qualify as applicable credits under Attachment A, subparagraph A.5. of this Circular.

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 non-profit organization, including usage by the non-profit 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. Rates shall be adjusted at least biennially, and shall take into consideration over/under applied costs of the previous period(s).

c. Where the costs incurred for a service are not material, they may be allocated as indirect costs.

d. Under some extraordinary circumstances, where it is in the best interest of the Federal Government and the institution to establish alternative costing arrangements, such arrangements may be worked out with the cognizant Federal agency.

47. 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.

48. Termination costs applicable to sponsored agreements.
Termination of awards generally gives rise to the incurrence of costs, or the need for special treatment of costs, which would not have arisen had the Federal 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. The cost of items reasonably usable on the non-profit organization's other work shall not be allowable unless the non-profit 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 non-profit organization, the awarding agency should consider the non-profit organization's plans and orders for current and scheduled activity.

Contemporaneous purchases of common items by the non-profit organization shall be regarded as evidence that such items are reasonably usable on the non-profit organization's other work. Any acceptance of common items as allocable to the terminated portion of the Federal 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. If in a particular case, despite all reasonable efforts by the non-profit 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 non-profit organization to discontinue such costs shall be unallowable.

c. Loss of useful value of special tooling, machinery, and is generally allowable if:

(1) Such special tooling, special machinery, or equipment is not reasonably capable of use in the other work of the non-profit organization,

(2) The interest of the Federal Government is protected by transfer of title or by other means deemed appropriate by the awarding agency, and

(3) The loss of useful value for any one terminated Federal award is limited to that portion of the acquisition cost which bears the same ratio to the total acquisition cost as the terminated portion of the Federal award bears to the entire terminated Federal award and other Federal awards for which the special tooling, special machinery, or equipment was acquired.

d. Rental costs under unexpired leases are generally allowable where clearly shown to have been reasonably necessary for the performance of the terminated Federal award less the residual value of such leases, if:

(1) the amount of such rental claimed does not exceed the reasonable use value of the property leased for the period of the Federal award and such further period as may be reasonable, and

(2) the non-profit 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 Federal award, and of reasonable restoration required by the provisions of the lease.

e. Settlement expenses including the following are generally allowable:

(1) Accounting, legal, clerical, and similar costs reasonably necessary for:

(a) The preparation and presentation to the awarding agency of settlement claims and supporting data with respect to the terminated portion of the Federal award, unless the termination is for default (see Subpart __.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 Federal award, except when grantees or contractors are reimbursed for disposals at a predetermined amount in accordance with Subparts __.32 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 sub awards, including the allocable portion of claims which are common to the Federal award, and to other work of the non-profit organization are generally allowable.

An appropriate share of the non-profit 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.

49. Training 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 50.

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.

50. 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.

51. Travel costs.

a. General. 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 non-profit organization. Such costs may be charged on an actual cost 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 is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the non-profit organization’s non-federally-sponsored activities.

b. Lodging and subsistence. Costs incurred by employees and officers for travel, including costs of lodging, other subsistence, and incidental expenses, shall be considered reasonable and allowable only to the extent such costs do not exceed charges normally allowed by the non-profit organization in its regular operations as the result of the non-profit organization’s written travel policy. In the absence of an acceptable, written non-profit organization policy regarding travel costs, the rates and amounts established under subchapter I of Chapter 57, Title 5, United States Code (“Travel and Subsistence Expenses; Mileage Allowances”), or by the Administrator of General Services, or by the President (or his or her designee) pursuant to any provisions of such subchapter shall apply to travel under Federal awards (48 CFR 31.205-46(a)).

c. Commercial air travel.

(1) Airfare costs in excess of the customary standard commercial airfare (coach or equivalent), Federal Government contract airfare (where authorized and available), or the lowest commercial discount airfare are unallowable except when such accommodations would: (a) require circuitous routing; (b) require travel during unreasonable hours; (c) excessively prolong travel; (d) result in additional costs that would offset the transportation savings; or (e) offer accommodations not reasonably adequate for the traveler’s medical needs. The non-profit organization must justify and document these conditions on a case-by-case basis in order for the use of first-class airfare to be allowable in such cases.

(2) Unless a pattern of avoidance is detected, the Federal Government will generally not question a non-profit organization's determinations that customary standard airfare or other discount airfare is unavailable for specific trips if the non-profit organization can demonstrate either of the following: (a) that such airfare was not available in the specific case; or (b) that it is the non-profit organization’s overall practice to make routine use of such airfare.

d. Air travel by other than commercial carrier. Costs of travel by non-profit organization-owned, -leased, or -chartered aircraft include the cost of lease, charter, operation (including personnel costs), maintenance, depreciation, insurance, and other related costs. The portion of such costs that exceeds the cost of allowable commercial air travel, as provided for in subparagraph] c., is unallowable.

e. Foreign travel. 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 receive such approval. For purposes of this provision, “foreign travel” includes any travel outside Canada, Mexico, the United States, and any United States territories and possessions. However, the term “foreign travel” for a non-profit organization located in a foreign country means travel outside that country.

52. 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 51.

ATTACHMENT C
Circular No. A-122

NON-PROFIT ORGANIZATIONS NOT SUBJECT TO THIS CIRCULAR

Advance Technology Institute (ATI), Charleston, South Carolina

Aerospace Corporation, El Segundo, California

American Institutes of Research (AIR), Washington D.C.

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

CNA Corporation (CNAC), Alexandria, Virginia

Environmental Institute of Michigan, Ann Arbor, Michigan

Georgia Institute of Technology/Georgia Tech Applied Research Corporation/
Georgia Tech Research Institute, Atlanta, Georgia

Hanford Environmental Health Foundation, Richland, Washington

IIT Research Institute, Chicago, Illinois

Institute of Gas Technology, Chicago, Illinois

Institute for Defense Analysis, Alexandria, Virginia

LMI, McLean, Virginia

Mitre Corporation, Bedford, Massachusetts

Mitretek Systems, Inc., Falls Church, Virginia

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

South Carolina Research Authority (SCRA), Charleston, South Carolina

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

Urban Institute, Washington D.C.

Non-profit insurance companies, such as Blue Cross and Blue Shield Organizations

Other non-profit organizations as negotiated with awarding agencies

EXHIBIT C-I

AUDITOR-CONTROLLER
FOSTER FAMILY AGENCY CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

The following handbook is designed for inclusion in Department of Children and Family Services Foster Family Agency contracts. The purpose of the handbook is to establish accounting, internal control, financial reporting, and contract administration standards for Foster Family Agencies who contract with the COUNTY.

Revised :3/8/07

AUDITOR-CONTROLLER
FOSTER FAMILY AGENCY CONTRACT ACCOUNTING AND ADMINISTRATION 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 (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 transaction 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. The CONTRACTOR shall maintain a separate Cost Center(s), which clearly identifies AFDC-FC funds, received and expended for the care and services of placed children under this Agreement.

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 (IRS Publication 15A) 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, canceled checks and other documentation clearly establishing the nature of the Expenditure and its relevance to the COUNTY program being contracted for will be required to support an outlay of funds. (See Agreement, Section 8.3). 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. Documentation related to some of the most frequently encountered transactions consists of, but is not limited to the following:

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. Personnel records shall also be maintained documenting employee pay rates. Furthermore, personnel records shall contain documentation confirming that educational and practical experience requirements of an employee's position have been met. Where licensure is a requirement of an employee's position, CONTRACTOR's personnel file shall contain documentation confirming the validity of the employee's license.

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 beginning and ending odometer readings and the resulting mileage. Vehicle mileage logs must clearly identify business versus non-business, or personal travel. Travel related to conferences should include conference literature such as agendas and handouts 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.

Loans from Employees - Loans to the CONTRACTOR by employees shall be supported by a written loan agreement and records documenting that the lent funds were deposited into a CONTRACTOR bank account. To the extent that the loan agreement provides for the payment of interest, the interest will not be an allowable expense under the Agreement.

3.3 Payments to Affiliated Organizations or Persons

CONTRACTOR shall not make payments to affiliated organizations or persons (i.e., related party transactions) for program expenses (e.g., salaries, services, rent, etc.) that exceed the lesser 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. Likewise, income from investments, where the source of the amount invested is COUNTY program funds, shall be deemed restricted revenue that must be utilized on allowable Expenditures under the attached Agreement.

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). A recommended practice would be to retain photocopies of the COUNTY warrants reflected on each deposit slip, or record the individual warrant numbers onto the deposit slip.

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 and dated 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.)

3.3 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.

3.4 Limitations on Positions and Salaries

The CONTRACTOR shall pay no salaries higher than those authorized in the contract, or the attachments thereto, including this Auditor-Controller Foster Family Agency Contract Accounting and Administration Handbook (Exhibit C-II), except as proscribed by state or federal law.

For purposes of establishing a reasonable level of compensation for CONTRACTORS personnel, COUNTY may refer to the Child Welfare League of America (CWLA) Salary Study, or other regionally recognized salary studies for non-profit social service agencies. Salary studies which are both regionally and nationally recognized are preferred.

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 full-time (i.e., 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.

3.5 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 $5,000 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 purchased with COUNTY funds. The report shall contain at a minimum, item identification, recorded value, facts relating to loss, and, where appropriate, 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.

6.0 Investments – COUNTY program funds may not be utilized on investments where there is a risk of loss.

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 OMB Circular A-122 “Cost Principles for Non-Profit Organizations”. 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. Similarly, current period expenses related to events or activities that occurred prior to the effective date of the Agreement may not be allowable. For example, any legal costs incurred prosecuting or defending a lawsuit stemming from events which occurred during a period not covered by a valid Foster Family Agency Agreement between CONTRACTOR and COUNTY would not be allowable. Legal costs discussed in this paragraph shall not include those covered under OMB Circular A-122, Exhibit C.

1.3 Budget Limitation

Total agency contract expenses may not exceed the maximum contract budget.

1.4 This Section Intentionally Left Blank

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

2.4 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	10,000	
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)		$24,000

2.5 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.

2.6 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.

2.7 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.

2.8 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:

- Any Expenditures, or un-Expended funds, found to be unallowable by any federal or state agency authorized to review the Expenditures or un-Expended funds. To the extent that any federal or state agency seeks collection of unallowable Expenditures or un-Expended funds, COUNTY will not review and/or seek collection of those Expenditures or un-Expended funds.
- Bad debts
- Contingency provisions
- Contributions and donations
- Fines and penalties (e.g., NSF Check Fees, Traffic Citation Fees)
- Fundraising activities
- Interest expense (unless expressly allowed by Federal guidelines)
- Losses on other awards
  Legal and professional expenses, which are incurred defending against COUNTY claims for repayment of questioned costs identified in Fiscal Audits, are allowable only as permitted by OMB Circular A-122.

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.

AUDITOR-CONTROLLER/DEPARTMENT OF CHILDREN AND FAMILY SERVICES FISCAL AUDIT PHASES, FISCAL AUDITS OF FOSTER FAMILY AGENCY FOSTER CARE SERVICES CONTRACTORS

AUDITOR-CONTROLLER/DEPARTMENT OF CHILDREN AND FAMILY SERVICES FISCAL AUDIT PHASES, FISCAL AUDITS OF FOSTER FAMILY AGENCY FOSTER CARE SERVICES CONTRACTORS

I. Overview

To minimize delays and to increase understanding of the fiscal auditing process by COUNTY and the Foster Family Agency Foster Care Services Contractor (referred to herein as CONTRACTOR), the following is a description of the fiscal audit protocols followed by the Auditor-Controller (A-C) and the Department of Children and Family Services (DCFS) during fiscal audit reviews. All specified timeframes are estimated, and actual timeframes may differ depending on A-C and DCFS staffing, workload, and coordination of scheduling with each CONTRACTOR. The period(s) to be audited shall be consistent with the Contractor's accounting year-end. THESE GUIDELINES ARE APPLICABLE ONLY TO STANDARD FISCAL AUDITS REQUESTED BY DCFS. THE GUIDELINES WOULD NOT APPLY IN THE CASE OF INVESTIGATIONS OF ALLEGATIONS OF FRAUD OR ABUSE, OR ON SPECIAL INVESTIGATIONS AND REVIEWS CONDUCTED AT THE REQUEST OF THE BOARD OF SUPERVISORS.

II. Purpose of Fiscal Audit Review

The purpose of the fiscal audit review will be to determine whether, pursuant to the Agreement, Foster Family Agency foster care services monies are appropriately accounted for and Expended on reasonable and allowable Expenditures in providing the necessary care and services for children placed by COUNTY and served by CONTRACTOR. A-C staff also evaluates the adequacy of CONTRACTOR's accounting records, internal controls, and compliance with the Agreement and applicable federal and State regulations governing the disbursement of foster care funds.

III. Applicable Regulations

We refer to the following guidelines and regulations in conducting our fiscal audits:

- County Foster Family Agency Foster Care Services Master Agreement, including Exhibit C-2, Auditor-Controller Foster Family Agency Contract Accounting and Administration Handbook

- Federal Office of Management and Budget Circular A-122, Cost Principles for Non-Profit Organizations

- California Department of Social Services Manual of Policies and Procedures

- California Code of Regulations, Title 22

IV. Notification of Review

A-C staff will contact CONTRACTOR's representatives to notify them of the fiscal audit review and to arrange for an entrance conference. Absent extenuating circumstances, the entrance conference is to be held within 15 calendar days of this initial notification or at a mutually agreeable time. A letter will be sent to CONTRACTOR confirming the scheduled entrance conference date, time and location, and applicable documents that need to be available for review. DCFS will be sent a copy of the confirmation letter.

V. Entrance Conference

Prior to the entrance conference, A-C staff will have reviewed the CONTRACTOR's Program Statement and Agreement to become familiar with the program and to identify questions or issues to be addressed or clarified during the entrance conference.

The entrance conference permits the CONTRACTOR and the A-C staff to discuss the scope of the review. A-C staff will introduce themselves, give a brief summary of the review objectives, discuss CONTRACTOR operating hours, work space, and CONTRACTOR's fiscal audit contact person, and perform an inventory of the CONTRACTOR's records requested in the confirmation letter. CONTRACTOR should ensure appropriate fiscal personnel are in attendance to answer any questions and discuss any concerns and problems encountered with CONTRACTOR records.

VI. Preliminary

The preliminary work will start after the entrance conference. This phase is an educational process for A-C staff. All requested documentation must be made available to the A-C Staff, including but not limited to, employee records, children's case files containing clothing and food receipts, and those records identified in Section 11.0, Records and Investigations, of the Agreement.

Preliminary work will consist of becoming familiar with CONTRACTOR's accounting system and financial and accounting records, and evaluating its system of internal controls. From this work, A-C staff will determine how the records will be tested and the extent of detailed testwork that will be performed in each area (i.e., billings, salaries, non-personnel expenditures, etc.).

It is important for CONTRACTOR to have its financial and accounting records available or prepare final schedules detailing all financial activities of

CONTRACTOR for the fiscal audit review period. This will expedite the review and provide A-C staff with the population of transactions subject to review.

VII. Detailed Field Work

The detailed fieldwork is an extension of the preliminary work and involves a more in-depth review of accounting and financial records, documents and transactions. A-C staff will be requesting information from CONTRACTOR in the various areas under review. The duration of detailed fieldwork varies and may take from a few weeks to several months to complete, depending on CONTRACTOR availability, condition of, and availability of the account records, and other variables.

Preliminary findings will be verbally discussed with CONTRACTOR during this stage of the review.

VIII. Summary of Preliminary Results

Upon completion of the fieldwork, CONTRACTOR will be provided a summary of the preliminary results to allow the CONTRACTOR to comment, and ensure all relevant documentation has been obtained. Absent extenuating circumstances, a due date of no less than ten (10) business days, from the date CONTRACTOR is provided a summary of preliminary results, will be set by the A-C staff for CONTRACTOR to present additional documentation in response to the summary of preliminary results. Documentation provided after the due date may not be reflected in the draft fiscal audit report and/or may delay completion of the fiscal audit process.

IX. Preliminary Draft Fiscal Audit Report/Pre-exit Meeting

Within 30 calendar days of the due date for receipt of additional information from CONTRACTOR, A-C staff will issue to CONTRACTOR a preliminary draft fiscal audit report, which contains preliminary draft findings and recommendations. The preliminary draft fiscal audit report will be faxed/mailed to the CONTRACTOR's Executive Director. A copy of the preliminary draft fiscal audit report will be provided to DCFS.

After receipt of the preliminary draft fiscal audit report, CONTRACTOR may request a pre-exit meeting with A-C and DCFS staff to discuss the preliminary draft fiscal audit report. If CONTRACTOR desires a pre-exit meeting, CONTRACTOR must submit its request in writing to the A-C either by letter, or via electronic mail, within 15 calendar days following receipt of the preliminary draft fiscal audit report. If CONTRACTOR does not request a pre-exit meeting in writing within the allowable time period, CONTRACTOR will be deemed to have waived the right to a pre-exit meeting.

If CONTRACTOR and A-C/DCFS hold a pre-exit meeting:

*The pre-exit meeting will be held in person or if mutually agreed upon, by telephone, and participants will include the A-C, DCFS and CONTRACTOR's staff/management and non-legal representatives who are knowledgeable of the events in relation to the preliminary draft fiscal audit report being discussed.

At the pre-exit meeting, CONTRACTOR may provide additional documentation related to the findings and recommendations included in the preliminary draft fiscal audit report. After the pre-exit meeting, A-C and DCFS staff will review the documentation and determine its effect, if any, on the findings and recommendations. A-C and DCFS staff will revise the preliminary draft fiscal audit report, as A-C and DCFS determine appropriate. The preliminary draft fiscal audit report updated for any revisions deemed appropriate by the A-C and DCFS will herein be referred to as the exit draft fiscal audit report.

- NOTE: In general, A-C and DCFS will not review any additional documentation, which CONTRACTOR provides, related to the findings and recommendations in the preliminary draft fiscal audit report, at any time subsequent to the pre-exit meeting. However, in the event extenuating circumstances exist, A-C and DCFS may at their sole discretion, consider additional documentation submitted subsequent to the pre-exit meeting. CONTRACTOR should therefore be sure to provide all information, which it deems relevant at the pre-exit meeting to ensure that it is taken into consideration.

If CONTRACTOR and A-C/DCFS do not hold a pre-exit meeting:

- A-C and DCFS will not review any additional documentation, which CONTRACTOR provides, related to the findings and recommendations in the preliminary draft fiscal audit report.

- A-C and DCFS staff will issue the exit draft fiscal audit report (see Section X Issuance of Exit Draft Fiscal Audit Report).

X. Issuance of Exit Draft Fiscal Audit Report

A exit draft fiscal audit report will be prepared and sent to CONTRACTOR. CONTRACTOR will be asked to review the exit draft fiscal audit report and prepare for an exit conference, which will be scheduled within 15 calendar days of the date the exit draft fiscal audit report is received by CONTRACTOR. A-C and DCFS will contact CONTRACTOR to schedule the exit conference.

XI. Exit Conference

The purpose of the exit conference is to discuss the exit draft fiscal audit report, and the findings and recommendations contained therein, as well as any proposed wording changes which may be sought by CONTRACTOR.

COUNTY's role at the exit conference will be to answer questions regarding COUNTY policies, and clarify administrative procedures to be followed after the A-C and DCFS issue the final report. COUNTY personnel will defer any discussion related to the resolution of specific findings and recommendations until the final report is officially released.

In consideration of the discussions at the exit conference, the A-C and DCFS may, in their sole discretion, make revisions to the exit draft fiscal audit report. A-C/DCFS staff will notify CONTRACTOR via phone of any revisions to the exit draft fiscal audit report. The exit draft fiscal audit report, updated for any revisions deemed appropriate by the A-C and DCFS, will herein be referred to as the final draft fiscal audit report.

XII. CONTRACTOR Response to Final Report

Within thirty (30) calendar days of the date the final draft fiscal audit report is received by CONTRACTOR, CONTRACTOR shall submit a response to the findings and recommendations, via first-class mail, to the DCFS Fiscal Monitoring Section (see Amendment Number One, subsection 9.6). The response should address each of the findings affecting CONTRACTOR's operations, including but not limited to compliance/internal control issues and identified questioned Expenditures, and indicate corrective actions planned or already taken. As to corrective actions planned, CONTRACTOR shall identify the dates that corrective action will be implemented and completed.

XIII. DCFS Response to Final Report

DCFS (or another office/agency within Los Angeles County) will evaluate the adequacy of the CONTRACTOR's written response to the final draft fiscal audit report. Within 25 calendar days of DCFS' receipt of CONTRACTOR's written response to the final draft fiscal audit report, DCFS will provide CONTRACTOR with DCFS' written response, which sets forth the required DCFS corrective action plan. Should Contractor disagree with the contents of the CAP, Contractor shall submit a response to the DCFS CAP within 15 business days via first class mail to DCFS Fiscal Monitoring Section. DCFS will review the Contractor's response to the DCFS CAP and issue a final required DCFS Corrective Action Plan within 5 calendar days. Should CONTRACTOR not comply with the Corrective Action Plan, DCFS may, in its sole discretion, exercise any and all remedies, including but not limited to placement of CONTRACTOR on Do Not Refer or Do Not Use status.

XIV. Final Report to the Board of Supervisors

The A-C and DCFS will make every effort to issue the final report, with the Contractor's response attached, to the Board of Supervisors within 60 calendar days after the issuance date of the final draft fiscal audit report. CONTRACTOR will be provided with a copy of the final report at the same time as it is issued to the Board of Supervisors. The final report along with the Contractor's response and DCFS' CAP will be posted on the A-C website and will be deemed a public record pursuant to the Public Records Act (Cal. Govt. Code section 6250, et seq.) It is the policy of the A-C to post final reports on the website within 24 hours of issuance.

XV. Establishment of a Repayment Plan

Within fifteen calendar days of the date of DCFS' response to the Final Report, CONTRACTOR, shall schedule an appointment with DCFS Fiscal Monitoring staff to sign a repayment agreement for recovery of the questioned Expenditures identified in the Final Report. CONTRACTOR shall sign the repayment agreement no later than 30 calendar days after the date of DCFS response to the Final Report. Should CONTRACTOR not comply with the repayment plan for questioned Expenditures, DCFS may, in its sole discretion, exercise any and all remedies, including but not limited to placement of CONTRACTOR on Do Not Refer or Do Not Use status.

EXHIBIT D

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT FORM

(Note: This certification is to be executed and kept on file with Contractor's Personnel Records.)

Contractor Name _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data, information, and records pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles.

The County has a legal obligation to protect all data, information, and records made confidential by any federal, state and/or local laws or regulations (hereinafter referred to collectively as "CONFIDENTIAL DATA, INFORMATION, AND RECORDS") in its possession, especially juvenile, health, mental heath, education, criminal, and welfare recipient records. (See e.g. 42 USC 5106a; 42 USC 290dd-2; 42 CFR 2.1 et seq.; Welfare & Institutions Code sections 827, 4514, 5238, and 10850; Penal Code sections 1203.05 and 11167 et seq.; Health & Safety Code sections 120975, 123110 et seq. and 123125; Civil Code section 56 et seq.; Education Code sections 49062 and 49073 et seq.; California Rules of Court, rule 1423; and California Department of Social Services Manual of Polices and Procedures, Division 19)

I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such CONFIDENTIAL DATA, INFORMATION, AND RECORDS. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree to protect all CONFIDENTIAL DATA, INFORMATION, AND RECORDS learned or obtained by me, in any manner or form, while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. Further, I hereby agree that I will not discuss, disclose, or disseminate, in any manner or form, such CONFIDENTIAL DATA, INFORMATION, AND RECORDS which I learned or obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles to any person not specifically authorized by law or by order of the appropriate court. I agree to forward all requests for the release of any CONFIDENTIAL DATA, INFORMATION, AND RECORDS received by me to my immediate supervisor.

I understand that I may not discuss, disclose, or disseminate anything to anyone not specifically authorized by law or by order of the appropriate court which could potentially identify an individual who is the subject of or referenced to in any way in any CONFIDENTIAL DATA, INFORMATION, AND RECORDS.

I further agree to keep confidential all CONFIDENTIAL DATA, INFORMATION, AND RECORDS pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I further agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all CONFIDENTIAL DATA, INFORMATION, AND RECORDS to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I understand and acknowledge that the unauthorized discussion, disclosure, or dissemination, in any manner or form, of CONFIDENTIAL DATA, INFORMATION, AND RECORDS may subject me to civil and/or criminal penalties.

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

EXHIBIT D-I

CERTIFIED FOSTER PARENT ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT FORM

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Foster Family Agency Name _____

Certified Foster Parent Name _____

GENERAL INFORMATION:

The foster family agency referenced above certifies your home, and has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Certified Foster Parent Acknowledgement and Confidentiality Agreement as a condition of your certification.

CERTIFIED FOSTER PARENT ACKNOWLEDGEMENT:

I understand and agree that the foster family agency referenced above is my certifying foster family agency. I rely exclusively upon the foster family agency certifying my home for reimbursement of expenses for basic services I provide for children placed in my home and any and all other benefits I receive on my behalf during the period of this relationship.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

As a certified foster parent, I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data, information, and records pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles.

The County has a legal obligation to protect all data, information, and records made confidential by any federal, state and/or local laws or regulations (hereinafter referred to collectively as "CONFIDENTIAL DATA, INFORMATION, AND RECORDS") in its possession, especially juvenile, health, mental heath, education, criminal, and welfare recipient records. (See e.g. 42 USC 5106a; 42 USC 290dd-2; 42 CFR 2.1 et seq.; Welfare & Institutions Code sections 827, 4514, 5238, and 10850; Penal Code sections 1203.05 and 11167 et seq.; Health & Safety Code sections 120975, 123110 et seq. and 123125; Civil Code section 56 et seq.; Education Code sections 49062 and 49073 et seq.; California Rules of Court, rule 1423; and California Department of Social Services Manual of Polices and Procedures, Division 19)

I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such CONFIDENTIAL DATA, INFORMATION, AND RECORDS. Consequently, I understand that I must sign this agreement as a condition of my work with the foster family agency certifying my home. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree to protect all CONFIDENTIAL DATA, INFORMATION, AND RECORDS learned or obtained by me, in any manner or form, while performing work pursuant to the above-referenced contract between the foster family agency certifying my home and the County of Los Angeles. Further, I hereby agree that I will not discuss, disclose, or disseminate, in any manner or form, such CONFIDENTIAL DATA, INFORMATION, AND RECORDS which I learned or obtained while performing work pursuant to the above-referenced contract between the foster family agency certifying my home and the County of Los Angeles to any person not specifically authorized by law or by order of the appropriate court. I agree to forward all requests for the release of any CONFIDENTIAL DATA, INFORMATION, AND RECORDS received by me to the foster family agency certifying my home.

I understand that I may not discuss, disclose, or disseminate anything to anyone not specifically authorized by law or by order of the appropriate court, which could potentially identify an individual who is the subject of or referenced to in any way in any CONFIDENTIAL DATA, INFORMATION, AND RECORDS.

I further agree to keep confidential all CONFIDENTIAL DATA, INFORMATION, AND RECORDS pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I further agree to report to the foster family agency certifying my home any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all CONFIDENTIAL DATA, INFORMATION, AND RECORDS to the foster family agency certifying my home upon completion of this contract or termination of my relationship with the foster family agency certifying my home, whichever occurs first.

I understand and acknowledge that the unauthorized discussion, disclosure, or dissemination, in any manner or form, of CONFIDENTIAL DATA, INFORMATION, AND RECORDS may subject me to civil and/or criminal penalties.

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

EXHIBIT E

Foster Family Agency Semi-Annual Expenditure Report
(For Los Angeles County DCFS)

Agency:
Address:
Contract Person:
Phone #:
Contract Number:

Report Period:
Number of L.A. County Children:
Number of Foster Homes Operated:
Number of L.A. County Child Care Days in Period:

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> (Allowable Expenditures for the care and services of placed Los Angeles County children allocated in accordance with requirements contained in Section 8.2 and 8.3 of the Agreement. Expenditures should be reported within the 34 cost categories listed below. Except for the requirements of allocation of costs which is described in Section 8.2 and 8.3, Contractor shall use the Instructions in Exhibit E to complete this report.)		
1. Administrative Payroll (Total)		
a. Executive Director's Salary		
b. Assistant Director's Salary		
c. Administrator Salary		
d. Other Administrative Salaries		
2. Recruitment Payroll		
3. Training Payroll		
4. Administrative Contracts		
5. Telephone and Telegraph		
6. Postage and Freight		
7. Office Supplies		
8. Conferences, Meetings, In-Service Training		
9. Memberships, Subscriptions and Dues		
10. Printing and Publications		
11. Bonding, Contractually Required Insurance Premiums		
12. Advertising		
13. Miscellaneous		
14. Building and Equipment Payroll		
15. Building Rents and Leases		
16. Principal and Interest on Agency Mortgages		
17. Property Appraisal Fees		
18. Property Taxes		
19. Equipment and Property Insurance (not included in 10 above)		
20. Utilities		
21. Building Maintenance		
22. Building and Equipment Contracts		
23. Building and Equipment Supplies		

24. Equipment Leases		
25. Depreciation Expense		
26. Non-Depreciable Equipment		
27. Building and Equipment Miscellaneous		
28. Vehicle Leases		
29. Vehicle Depreciation		
30. Vehicle Operating Costs		
31. Total Paid to Certified Family Homes (CFH)		
32. Other Child Related Costs (Not Provided by CFHs)		
33. Social Worker Payroll		
34. Social Worker Contracts		
35. **Total Allowable Contract Expenditures**	**$**	**$**
C. Total Un-Expended AFDC-FC Funds from Current Agreement (Total AFDC-FC Revenues received from COUNTY (Section A) less Total Allowable Contract Expenditures (Section B, Line 35)) [See Agreement, Section 8.6]	**$**	**$**
D. Total Un-Expended AFDC-FC Funds Received from COUNTY from September 1, 2003 through the expiration date of the most recently completed contract term.		**$**
E. Total Accumulated Un-Expended AFDC-FC Funds (Add Un-Expended funds from current Agreement and Un-Expended funds from previous COUNTY FFA contracts)		**$**

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.

Executive Director's Signature	Date

Department of Children and Family Services
Foster Family Agency Agreement
Semi-Annual Expenditure Report

INSTRUCTIONS FOR COMPLETING SEMI-ANNUAL EXPENDITURE REPORT

The following are the instructions for completing the Department of Children and Family Services (DCFS) Semi-Annual Expenditure Report.

Instructions:

Provide identifying information by entering the agency's name, address, contact person's name and phone number, and reporting period.

For the Revenue and Expenditure Summary, revenues and expenditures should be reported based on actual revenue received and actual costs incurred during the reporting period. Year-to-date expenditures should reflect the reporting period of July 1 to June 30. The following is an explanation for completing each revenue and expenditure line item.

A. Revenues

AFDC-FC-FFA Revenues:
Report the total of all AFDC-FC-FFA payments received for children placed by Los Angeles County. Do not include monies received for child clothing or any other non-AFDC-FC funds received.

B. Expenditures

For each line item cost, enter total program expenditures that were incurred during the reporting 6-month period and cumulative year-to-date related to the care and services of placed Los Angeles County children, allocated in accordance with requirements contained in Sections 8.2 and 8.3 of the Agreement. If a cost item is shared among two or more programs, enter only the amount charged to the Los Angeles County FFA program.

1. **Administration Payroll:**
   Report all payroll costs for executive and administrative staff. Include all payroll, payroll taxes and employee benefits as applicable.

2. **Recruitment Payroll:**
   Report all payroll costs for recruitment staff.

3. **Training Payroll:**
   Report all payroll costs for training staff.

4. **Administrative Contracts:**
   Legal, consulting or other contract fees related to the program.

5. **Telephone and Telegraph:**

Report all costs related to telephone and telegraph.

6. **Postage and Freight:**
   Report all costs related to postage, mailings, and shipping.

7. **Office Supplies:**
   Report all costs incurred for office supplies.

8. **Conferences, Meetings, In-Service Training:**
   Report all costs, including travel and per-diem, related to conferences meetings, and training.

9. **Memberships, Subscriptions and Dues:**
   Report all costs incurred for memberships, subscriptions, and dues.

10. **Printing and Publications:**
    Report all costs incurred for printing and publications.

11. **Bonding, General Insurance:**
    Report all costs incurred for bonding and general liability insurance.

12. **Advertising:**
    Report all costs incurred for advertising.

13. **Miscellaneous:**
    Report all other costs that are not included in any other specifically identified line items.

14. **Building and Equipment Payroll:**
    Report all program building and equipment payroll costs. Include all payroll, payroll taxes and employee benefits as applicable.

15. **Building Rents and Leases:**
    Report all costs incurred for rents or leases of buildings.

16. **Acquisition Mortgage Principal and Interest:**
    Report all costs related to acquisition mortgage principal and interest.

17. **Property Appraisal Fees:**
    Report all costs incurred for property appraisal fees.

18. **Property Taxes:**
    Report all costs incurred for payment of property taxes.

19. **Building and Equipment Insurance:**
    Report all costs incurred for building and equipment property insurance.

20. **Utilities:**
    Report all costs incurred for electricity, gas, water, sewer, and garbage.

21. **Building Maintenance:**
    Report all building maintenance costs related to the program.

22. **Building and Equipment Contracts:**
    Report building equipment payroll, payroll taxes and employee benefits and any other cost of building and equipment contracts.

23. **Building and Equipment Supplies:**
    Report all building and equipment supply costs.

24. **Equipment Leases:**
    Report all costs incurred for equipment leases.

25. **Equipment Depreciation Expense:**
    Report all depreciation expense related to equipment.

26. **Expendable Equipment:**
    Report all costs incurred for purchases of expendable (non-capitalized) equipment.

27. **Building and Equipment Miscellaneous:**
    Report miscellaneous building and equipment costs not previously identified.

28. **Vehicle Leases:**
    Report all costs related to vehicle leases.

29. **Vehicle Depreciation:**
    Report all depreciation expense related to vehicles.

30. **Vehicle Operating Costs:**
    Report all vehicle operating and maintenance costs.

31. **Total Paid to Certified Family Homes (CFH):**
    Report all payments made to Agency CFH's.

32. **Other Child Related Costs (Not Provided by CFHs):**
    Report all other child related costs incurred by the Agency. Do not include payments made to CFH's (reported in line 31).

33. **Social Worker Payroll:**
    Report all payroll costs for Agency employed social workers.

34. **Social Worker Contracts:**
    Report all costs for contracted social workers.

35. **Total Allowable Contract Expenditures:**
    The total of allowable contract expenditures related to the care and services of placed Los Angeles County children reported by the Agency in Section B, Lines 1 through 34.

C. Total Un-Expended AFDC-FC Funds from Current Agreement:
The difference between Total Los Angeles County AFDC-FC Revenues (Section A) and Total Allowable Contract Expenditures (Section B, Line 35)

D. <u>Total Un-Expended AFDC-FC Funds Received from County Under Previous FFA Contracts</u>

The difference between the total AFDC-FC Revenues received under previous FFA contracts with Los Angeles County and the total allowable contract expenditures made for the care and services of placed Los Angeles County children under those previous FFA contracts.

E. <u>Total Accumulated Un-Expended AFDC-FC Funds</u>

The total of Sections C and D.

<u>Agency Certification</u>

Upon completing the Semi-Annual Expenditure Report, the Executive Director must sign and date the report at the bottom of Page 2. By signing this form, the Executive Director is certifying under penalty of perjury that all information contained in the report is correct, that the amounts are traceable to agency accounting records, and that all Los Angeles County AFDC-FC program funds were spent in accordance with County, State and Federal laws. The report must be submitted by the 60th calendar day after the end of the reporting period to:

DCFS
Accounting Division
Attn: Administrative Services Manager III
800 S. Barranca, 5th Floor
Covina, CA 91723.

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, of the Penal Code, subdivision (b) of Section 273a of the Penal Code, 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) Except during the 2003-04, 2004-05, 2005-06, 2006-07, and 2007-08 fiscal years, neither the Department of Justice nor the State Department of Social Services may charge a fee for the fingerprinting of an applicant for a license or special permit to operate a facility providing non-medical 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 does 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 does 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 licensed or certified foster parent, 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. However, the licensee, acting as a reasonable and prudent parent, as defined in paragraph (2) of subdivision (a) of Section 362.04 of the Welfare and Institutions Code, may allow his or her adult friends and family to provide short-term care to the foster child and act as an appropriate occasional short-term babysitter for the child.

(B) Parents of a foster child's friends when the foster child is visiting the friend's home and the friend, licensed or certified foster parent, or both are also present. However, the licensee, acting as a reasonable and prudent parent, may allow the parent of the foster child's friends to act as an appropriate short-term babysitter for the child without the friend being present.

(C) Individuals who are engaged by any licensed or certified foster parent to provide short-term care to the child for periods not to exceed 24 hours. Caregivers shall use a reasonable and prudent parent standard in selecting appropriate individuals to act as appropriate occasional short-term babysitters.

(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, per day for a maximum of five days, unless the violation is a second or subsequent violation within a 12-month period in which case the civil penalties shall be in the amount of one hundred dollars ($100) per violation for a maximum of 30 days, and shall be grounds for disciplining the licensee pursuant to Section 1550. 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, per day for a maximum of five days, unless the violation is a second or subsequent violation within a 12-month period in which case the civil penalties shall be in the amount of one hundred dollars ($100) per violation for a maximum of 30 days, and shall be grounds for disciplining the licensee pursuant to Section 1550. 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 (A) terminate the person's employment, remove the person from the community care facility, or bar the person from entering the community care facility; or (B) 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) Neither the Department of Justice nor the State Department of Social Services may charge a fee 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 foster family agency'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, per day for a maximum of five days, unless the violation is a second or subsequent violation within a 12-month period in which case the civil penalties shall be in the amount of one hundred dollars ($100) per violation for a maximum of 30 days, and shall be grounds for disciplining the licensee pursuant to Section 1550. A violation of the regulation 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, per day for a maximum of five days, unless the violation is a second or subsequent violation within a 12-month period in which case the civil penalties shall be in the amount of one hundred dollars ($100) per violation for a maximum of 30 days, and shall be grounds for disciplining the foster family agency pursuant to Section 1550. 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, may result in the citation of a deficiency and immediate civil penalties of one hundred dollars ($100) per violation. A licensee's violation of regulations adopted pursuant to Section 1522.04 may 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 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 may 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 that 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, when 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 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, an exemption may not 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 may 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.

(3) The following shall apply to a criminal record clearance or exemption from the department or a county office with department-delegated licensing authority:

(A) A county office with department-delegated licensing authority may accept a clearance or exemption from the department.

(B) The department may accept a clearance or exemption from any county office with department-delegated licensing authority.

(C) A county office with department-delegated licensing authority may accept a clearance or exemption from any other county office with department-delegated licensing authority.

(4) With respect to notifications issued by the Department of Justice pursuant to Section 11105.2 of the Penal Code concerning an individual whose criminal record clearance was originally processed by the department or a county office with department-delegated licensing authority, all of the following shall apply:

(A) The Department of Justice shall process a request from the department or a county office with department-delegated licensing authority to receive the notice only if all of the following conditions are met:

(i) The request shall be submitted to the Department of Justice by the agency to be substituted to receive the notification.

(ii) The request shall be for the same applicant type as the type for which the original clearance was obtained.

(iii) The request shall contain all prescribed data elements and format protocols pursuant to a written agreement between the department and the Department of Justice.

(B) (i) On or before January 7, 2005, the department shall notify the Department of Justice of all county offices that have department-delegated licensing authority.

(ii) The department shall notify the Department of Justice within 15 calendar days of the date on which a new county office receives department-delegated licensing authority or a county's delegated licensing authority is rescinded.

(C) The Department of Justice shall charge the department or a county office with department-delegated licensing authority a fee for each time a request to substitute the recipient agency is received for purposes of this paragraph. This fee shall not exceed the cost of providing the service.

(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 was required to register as a sex offender.

(b) Any person or persons operating, pursuant to this chapter, a community care facility 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 advise the interested person that information about registered sex offenders is available to the public via the Internet Web site maintained by the Department of Justice pursuant to Section 290.46 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 moneys 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, chief of police, or the Commissioner of the California Highway Patrol, 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, provided that he or she knows that the arrestee is a school employee, do one of the following:

(a) If the school employee is a teacher in any of the public schools of this state, the sheriff, chief of police, or Commissioner of the California Highway Patrol shall immediately notify by telephone the superintendent of schools of the school district employing the teacher and shall immediately give written notice of the arrest to the Commission on Teacher Credentialing and to the superintendent of schools in the county where the person is employed. Upon receipt of the notice, the county superintendent of schools and the Commission on Teacher Credentialing shall immediately notify the governing board of the school district employing the person.

(b) If the school employee is a non-teacher in any of the public schools of this state, the sheriff, chief of police, or Commissioner of the California Highway Patrol shall immediately notify by telephone the superintendent of schools of the school district employing the non-teacher and shall immediately give written notice of the arrest to the governing board of the school district employing the person.

(c) If the school employee is a teacher in any private school of this state, the sheriff, chief of police, or Commissioner of the California Highway Patrol shall immediately notify by telephone the private school authority employing the teacher and shall

immediately give written notice of the arrest to the private school authority employing the 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.

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 G

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)

Procedural Guide

0500-501.20

RELEASE OF DCFS CASE RECORDS TO SERVICE PROVIDERS

Date Issued: **09/01/06**

☐ New Policy Release

☒ Revision of Existing Procedural Guide 0500-501.20, Release of DCFS Case Records to Service Providers, dated 12/06/02

Revision Made: This Procedural Guide has been revised to address *the In Re Gina S*. appellate court ruling.

Cancels: None

DEPARTMENTAL VALUES

The procedures set forth in this Procedural Guide support the priority outcomes of safety for children, improved timelines to permanency. By having policy and procedures on the sharing of case record information to service providers enhances the abilities of service providers to meet the needs of each child which supports child safety and placement stability which leads to timely permanency.

WHAT CASES ARE AFFECTED

This Procedural Guide is applicable to all new and existing referrals and cases.

OPERATIONAL IMPACT

Pursuant to Welfare and Institutions Code Section 827, Los Angeles Superior Court and Administratively Unified Courts Court Rules 17.1, and the Blanket Order re: Confidentiality of Juvenile Case Files and Public and Media Access dated July 11, 2006 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.

Procedures

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.

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 that 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) information about a child's known dangerous propensities;

3) the child's needs and assessment records;

4) routine medical/dental records pertinent to maintaining the health and safety of the child while in the caregiver's care;

> **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.

5) Psychological evaluations and mental health records if pertinent to maintaining the health and safety of the child while in the caregiver's care;

> **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 attorney , 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 attorney 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. (WIC 1601(a) & (c).
>
> CSWs must 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.

6) HIV/AIDS information if pertinent to maintaining the health and safety of the child while in the caregiver's care. For information regarding the release of HIV/AIDS records/information, see Procedural Guide 0500-504.10, Protection and Disclosure of HIV/AIDS Information;

7) family history if pertinent to maintaining the health and safety of the child while in the caregiver's care;

8) placement history if pertinent to maintaining the health and safety of the child while in the caregiver's care;

9) treatment plans for the child;

10) minute orders and court reports, (including the visitation plan for the child with his/her parents/guardians and siblings), 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.

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.

CSW Responsibilities

1. Discuss the child's needs with a potential caregiver in non-identifying terms.

2. When a placement has been located, release the DCFS 709 at the time of placement.

> **NOTE:** With SCSWs' oral approval, the child's medical, dental and school

records may be released to the caregiver if pertinent to maintaining the health and safety of the child while in the caregiver's care. 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 pertinent to maintaining the health and safety of the child while in the caregiver's care.

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.

CSW Responsibilities

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.

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 Case Notes. 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.

CSW Responsibilities

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 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.

APPROVAL LEVELS

Section	Level	Approval
A.	**SCSW**	DCFS 709 and DCFS 4389
B.	**SCSW**	DCFS 4389
C.	**SCSW**	DCFS 4389
D and E.	None	None

OVERVIEW OF STATUTES/REGULATIONS

Family Code Section 8706,

a) An agency may not place a child for adoption unless a written report on the child's medical background and, if available, the medical background of the child's biological parents so far as ascertainable, has been submitted to the prospective adoptive parents and they have acknowledged in writing the receipt of the report.

b) The report on the child's background shall contain all known diagnostic information, including current medical reports on the child, psychological evaluations, and scholastic information, as well as all known information regarding the child's developmental history and family life.

c) (1) The biological parents may provide a blood sample at a clinic or hospital approved by the State Department of Health Services. The biological parents' failure to provide a blood sample shall not affect the adoption of the child.
(2) The blood sample shall be stored at a laboratory under contract with the State Department of Health Services for a period of 30 years following the adoption of the child.
(3) The purpose of the stored sample of blood is to provide a blood sample from which DNA testing can be done at a later date after entry of the order of adoption at the request of the adoptive parents or the adopted child. The cost of drawing and storing the blood samples shall be paid for by a separate fee in addition to the fee required under Section 8716. The amount of this additional fee shall be based on the cost of drawing and storing the blood samples but at no time shall the additional fee be more than one hundred dollars ($100).

d) (1) The blood sample shall be stored and released in such a manner as to not identify any party to the adoption.
(2) Any results of the DNA testing shall be stored and released in such a manner as to not identify any party to the adoption.

Family Code Section 9200

a) The petition, relinquishment or consent, agreement, order, report to the court from any investigating agency, and any power of attorney and deposition filed in the office of the clerk of the court pursuant to this part is not open to inspection by any person other than the parties to the proceeding and their attorneys and the department, except upon the written authority of the judge of the superior court. A judge of the superior court may not authorize anyone to inspect the petition, relinquishment or consent, agreement, order, report to the court from any investigating agency, or power of attorney or deposition or any portion of any of these documents, except in exceptional circumstances and for good cause approaching the necessitous. The petitioner may be required to pay the expenses for preparing the copies of the documents to be inspected.
b) Upon written request of any party to the proceeding and upon the order of any judge of the superior court, the clerk of the court shall not provide any documents referred to in this section for inspection or copying to any other person, unless the name of the child's birth parents or any information tending to identify the child's birth parents is deleted from the documents or copies thereof.
c) Upon the request of the adoptive parents or the child, a clerk of the court may issue a certificate of adoption that states the date and place of adoption, the child's birth date, the names of the adoptive parents, and the name the child has taken. Unless the child has been adopted by a stepparent, the certificate shall not state the name of the child's birth parents.

Family Code Section 9201

a) Except as otherwise permitted or required by statute, neither the department nor a licensed adoption agency shall release information that would identify persons who receive, or have received, adoption services.
b) Employees of the department and licensed adoption agencies shall release to the department at Sacramento any requested information, including identifying information, for the purposes of record keeping and monitoring, evaluation, and regulation of the provision of adoption services.
c) Prior to the placement of a child for adoption, the department or licensed adoption agency may, upon the written request of both a birth and a prospective adoptive parent, arrange for contact between these birth and prospective adoptive parents that may include the sharing of identifying information regarding these parents.
d) The department and any licensed adoption agency may, upon written authorization for the release of specified information by the subject of that information, share information regarding a prospective adoptive parent or birth parent with other social service agencies, including the department and other licensed adoption agencies, or providers of health care as defined in Section 56.05 of the Civil Code.
e) Notwithstanding any other law, the department and any licensed adoption agency may furnish information relating to an adoption petition or to a child in the custody of the department or any licensed adoption agency to the juvenile court, county welfare department, public welfare agency, private welfare agency licensed by the department, provider of foster care services, potential adoptive parent, or provider of health care as defined in Section 56.05 of the Civil Code, if it is believed the child's welfare will be promoted thereby.
f) The department and any licensed adoption agency may make adoptions case records, including identifying information, available for research purposes, provided

that the research will not result in the disclosure of the identity of the child or the parties to the adoption to anyone other than the entity conducting the research.

Health and Safety Code Section 1530.6

Notwithstanding any other provision of law, persons licensed pursuant to this chapter to provide residential foster care to a child either placed with them pursuant to order of the juvenile court or voluntarily placed with them by the person or persons having legal custody of such child, may give the same legal consent for that child as a parent except for the following: (1) marriage; (2) entry into the armed forces; (3) medical and dental treatment, except that consent may be given for ordinary medical and dental treatment for such child, including, but not limited to, immunizations, physical examinations, and X-rays; and (4) if the child is voluntarily placed by the parent or parents, those items as are agreed to in writing by the parties to the placement. To this effect, the state department shall prescribe rules and regulations to carry out the intent of this section. This section does not apply to any situation in which a juvenile court order expressly reserves the right to consent to those activities to the court.

Welfare and Institutions Code 827

(a)(1) Except as provided in Section 828, a case file may be inspected only by the following:

(A) Court personnel. (
(B) The district attorney, a city attorney, or city prosecutor authorized to prosecute criminal or juvenile cases under state law.
(C) The minor who is the subject of the proceeding.
(D) His or her parents or guardian.
(E) The attorneys for the parties, judges, referees, other hearing officers, probation officers, and law enforcement officers who are actively participating in criminal or juvenile proceedings involving the minor.
(F) The superintendent or designee of the school district where the minor is enrolled or attending school.
(G) (Members of the child protective agencies as defined in Section 11165.9 of the Penal Code.
(H) The State Department of Social Services to carry out its duties pursuant to Division 9 (commencing with Section 10000), and Part 5 (commencing with Section 7900) of Division 12, of the Family Code to oversee and monitor county child welfare agencies, children in foster care or receiving foster care assistance, and out-of-state placements.
(I) Authorized legal staff or special investigators who are peace officers who are employed by, or who are authorized representatives of, the State Department of Social Services, as necessary to the performance of their duties to inspect, license, and investigate community care facilities, and to ensure that the standards of care and services provided in those facilities are adequate and appropriate and to ascertain compliance with the rules and regulations to which the facilities are subject. The confidential information shall remain confidential except for purposes of inspection, licensing, or investigation pursuant to Chapter 3 (commencing with Section 1500) and Chapter 3.4 (commencing with Section 1596.70) of Division 2 of the Health and Safety Code, or a criminal, civil, or administrative proceeding in

relation thereto. The confidential information may be used by the State Department of Social Services in a criminal, civil, or administrative proceeding. The confidential information shall be available only to the judge or hearing officer and to the parties to the case. Names that are confidential shall be listed in attachments separate to the general pleadings. The confidential information shall be sealed after the conclusion of the criminal, civil, or administrative hearings, and may not subsequently be released except in accordance with this subdivision. If the confidential information does not result in a criminal, civil, or administrative proceeding, it shall be sealed after the State Department of Social Services decides that no further action will be taken in the matter of suspected licensing violations. Except as otherwise provided in this subdivision, confidential information in the possession of the State Department of Social Services may not contain the name of the minor.

(J) Members of children's multidisciplinary teams, persons, or agencies providing treatment or supervision of the minor.

(K) A judge, commissioner, or other hearing officer assigned to a family law case with issues concerning custody or visitation, or both, involving the minor, and the following persons, if actively participating in the family law case: a family court mediator assigned to a case involving the minor pursuant to Article 1 (commencing with Section 3160) of Chapter 11 of Part 2 of Division 8 of the Family Code, a court-appointed evaluator or a person conducting a court-connected child custody evaluation, investigation, or assessment pursuant to Section 3111 or 3118 of the Family Code, and counsel appointed for the minor in the family law case pursuant to Section 3150 of the Family Code. Prior to allowing counsel appointed for the minor in the family law case to inspect the file, the court clerk may require counsel to provide a certified copy of the court order appointing him or her as the minor's counsel.

(L) A court-appointed investigator who is actively participating in a guardianship case involving a minor pursuant to Part 2 (commencing with Section 1500) of Division 4 of the Probate Code and acting within the scope of his or her duties in that case.

(M) A local child support agency for the purpose of establishing paternity and establishing and enforcing child support orders.

(N) Juvenile justice commissions as established under Section 225. The confidentiality provisions of Section 10850 shall apply to a juvenile justice commission and its members.

(O) Any other person who may be designated by court order of the judge of the juvenile court upon filing a petition.

(1) Notwithstanding any other law and subject to subparagraph (A) of paragraph

(2) juvenile case files, except those relating to matters within the jurisdiction of the court pursuant to Section 601 or 602, that pertain to a deceased child who was within the jurisdiction of the juvenile court pursuant to Section 300, shall be released to the public pursuant to an order by the juvenile court after a petition has been filed and interested parties have been afforded an opportunity to file an objection. Any information relating to another child or which could identify another child, except for information about the deceased, shall be redacted from the juvenile case file prior to release, unless a specific order is made by the juvenile court to the contrary. Except as provided in this paragraph, the presiding judge of the juvenile court may issue an order prohibiting or limiting access to the juvenile case file, or any portion thereof, of a deceased child only upon a showing that release of the juvenile case file or any portion thereof is

detrimental to the safety, protection, or physical or emotional well-being of another child who is directly or indirectly connected to the juvenile case that is the subject of the petition. (3) Access to juvenile case files pertaining to matters within the jurisdiction of the juvenile court pursuant to Section 300 shall be limited as follows:

(A) If a juvenile case file, or any portion thereof, is privileged or confidential pursuant to any other state law or federal law or regulation, the requirements of that state law or federal law or regulation prohibiting or limiting release of the juvenile case file or any portions thereof shall prevail. Unless a person is listed in subparagraphs (A) to (N), inclusive, of paragraph (1) and is entitled to access under the other state law or federal law or regulation without a court order, all those seeking access, pursuant to other authorization, to portions of, or information relating to the contents of, juvenile case files protected under another state law or federal law or regulation, shall petition the juvenile court. The juvenile court may only release the portion of, or information relating to the contents of, juvenile case files protected by another state law or federal law or regulation if disclosure is not detrimental to the safety, protection, or physical or emotional well-being of a child who is directly or indirectly connected to the juvenile case that is the subject of the petition. This paragraph shall not be construed to limit the ability of the juvenile court to carry out its duties in conducting juvenile court proceedings.

(B) Prior to the release of the juvenile case file or any portion thereof, the court shall afford due process, including a notice of and an opportunity to file an objection to the release of the record or report to all interested parties.

(3) A juvenile case file, any portion thereof, and information relating to the content of the juvenile case file, may not be disseminated by the receiving agencies to any persons or agencies, other than those persons or agencies authorized to receive documents pursuant to this section. Further, a juvenile case file, any portion thereof, and information relating to the content of the juvenile case file, may not be made as an attachment to any other documents without the prior approval of the presiding judge of the juvenile court, unless it is used in connection with and in the course of a criminal investigation or a proceeding brought to declare a person a dependent child or ward of the juvenile court.

(b) (1) While the Legislature reaffirms its belief that juvenile court records, in general, should be confidential, it is the intent of the Legislature in enacting this subdivision to provide for a limited exception to juvenile court record confidentiality to promote more effective communication among juvenile courts, family courts, law enforcement agencies, and schools to ensure the rehabilitation of juvenile criminal offenders as well as to lessen the potential for drug use, violence, other forms of delinquency, and child abuse...

Welfare and Institutions Code Section 16002 (e)(2),

(e) If parental rights are terminated and the court orders a dependent child to be placed for adoption, the licensed county adoption agency or the State Department of Social

Services shall take all of the following steps to facilitate ongoing sibling contact, except in those cases provided in subdivision (b) where the court determines by a preponderance of the evidence that sibling interaction is detrimental to the child: …

(2) Provide prospective adoptive parents with information about siblings of the child, except the address where the siblings of the children reside. However, this address may be disclosed by court order for good cause shown.

Welfare and Institutions Code Section 16010 (a) & (c),

(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.

(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.

Blanket Order re: Confidentiality of Juvenile Case Files and Public and Media Access, dated July 11, 2006

RELATED POLICIES

Procedural Guide 0080-505.20, Health and Education Passport (HEP)
Procedural Guide 0100-510.61, Placement Process, Responsibilities and Procedures
Procedural Guide 0100-520.10, Evaluating a Prospective Caregiver
Procedural Guide 0100-520.50, Assessment of a Potential Caregiver's Ability to Meet a Child's Needs
Procedural Guide 0200-509.25, Presentation of Child Information to a Prospective Adoptive Family
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 0500-501.10, 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 DCFS-Supervised Children

FORM(S) REQUIRED/LOCATION

HARD COPY **AD 100,** Authorization for Release of Information

LA Kids:
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:
Case Notes
Contact Notebook
Health Notebook
DCFS 280, Technical Assistant Action Request
DCFS 709, Foster Child's Needs and Case Plan Summary

SDM: None

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, 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 be involved in the development of his or her own case plan and plan for permanent placement.

(20) To review his or her own case plan and plan for permanent placement if he or she is 12 years of age or older and in a permanent placement, and to receive information about his or her out-of-home placement and case plan, including being told

of changes to the plan.

(21) To be free from unreasonable searches of personal belongings.

(22) To confidentiality of all juvenile court records consistent with existing law.

(23) 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.

(24) At 16 years of age or older, to have access to existing information regarding the educational options available, including, but not limited to, the coursework necessary for vocational and postsecondary educational programs, and information regarding financial aid for postsecondary education.

(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.

(c) The State Department of Social Services and each county welfare department are encouraged to work with the Student Aid Commission, the University of California, the California State University, and the California Community Colleges to receive information pursuant to paragraph (23) of subdivision (a).

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.

Procedural Guide

0080-505.20

HEALTH AND EDUCATION PASSPORT (HEP)

Date Issued: **10/19/06**

☐ New Policy Release

☒ Revision of Existing Procedural Guide 0080-505.20, Health and Education Passport (HEP) dated 02/18/2004.

Revision Made: Offices implementing Concurrent Planning Redesign (CPR) are to use the forms Family Background 1, 2 and 3, in lieu of DCFS 4344 I, II and III.

Cancels: None

DEPARTMENTAL VALUES

The Department continues to focus on the three priority outcomes: safety, timely permanency and reducing recidivism.

This Procedural Guide will improve the health and safety of a child by preventing duplication of medical services and by highlighting the needed medical services. It will also make sure that the educational needs of a child is met by centralizing the education information for the Children Social Worker to access.

WHAT CASES ARE AFFECTED

This Procedural Guide is applicable to all new and existing referrals and cases.

OPERATIONAL IMPACT

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 shall be updated and revised each time new health and/or education data are entered into CWS/CMS.

CSW in Concurrent Planning Redesign (CPR) offices shall use Family Background 1, 2 and 3, in lieu of DCFS 4344 I, II and III, to collect medical information. CSW in non-Concurrent Planning Redesign (CPR) offices shall continue to use DCFS 4344 I, II and III, to collect medical information.

CSW shall use DCFS 1726 to request the child's school information from the school.

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.

CSW is to use DCFS 1726 to collect information from the education provider. CSW may send out the form to school 45 days before the next court hearing date, or request the unit clerk for assistance before the required 45-day cut-off date.

Health care information is to be documented by the health care provider on the appropriate DCFS 561(a), (b), or (c). 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.

<u>At initial placement or replacement:</u>

The CSW completes the top portion of DCFS 561(a), (b) and (c) and give them to the foster caregiver. A copy of DCFS 561(a), (b) and (c) is retained in the DCFS case file, Psychological/Medical/Dental/School Records folder. The foster caregiver takes the form to the health care provider who completes the lower portion of the form (health care providers may make a photocopy of DCFS 561 for their record). The foster caregiver places a copy in the child's HEP Binder, retains a copy for the record keeping and returns the original to the CSW. The CSW submits a copy to the PHN for documentation in CWS/CMS (see below). When documentation in CWS/CMS is complete, the PHN returns the copy to the CSW. The CSW files the completed copy in the DCFS case file, Psychological/ Medical/Dental/School Records folder.

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.

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 Eligibility Worker (EW) will issue the HEP binder 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.

Procedures

A. WHEN: A CHILD IS DETAINED AND PLACED IN OUT-OF-HOME CARE

Detaining CSW Responsibilities

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. For offices who have not implemented Concurrent Planning Redesign, use the DCFS 4344 I, II and to gather family history information. See Procedural Guide 0080-507.21, Concurrent Planning: Obtaining Family History Information.

   For offices implementing Concurrent Planning Redesign use forms FB1 to gather family history information. Give the family FB3 along with a postage-paid envelope for the family to complete and to return to the CSW.

3. Document attempts to obtain this information in the Contact Notebook.

4. Forward the documents to the assigned regional office per existing procedure.

> **NOTE:** It is the responsibility of the ERCP CSW to collect as much medical and educational information as possible at the time of the detention. It is the regional office's responsibility to generate the initial HEP.

ER CSW Responsibilities

1. Obtain a HEP Binder from the regional office EW, along with the child's initial placement documents.

2. If available, photocopy the child's immunization records and the FB1 or 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:

   a) DCFS 179, signed by the parent/legal guardian; or

b) DCFS 4158, signed by the CSW if the parent/legal guardian is unavailable or unwilling to sign the DCFS 179; and

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. You may ask the Public Health Nurse (PHN) or the designated person for assistance.

   a) The name, address, and telephone number of the child's doctor and dentist;

   b) The child's immunization history;

   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. Generate an initial HEP after data have been entered into CWS/CMS. 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 appointments and to ask the health care provider to document information about the appointment and to authenticate with signature and/or signature stamp.

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

Dependency Investigation SCSW or Case-Carrying SCSW Responsibilities

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 it to the assigned DI CSW or Case-Carrying CSW. See Procedural Guide 0300-503.12, Health and Education Questionnaire.

2. **For offices who have implemented Concurrent Planning Redesign**: The DI SCSW and/or case-carrying SCSW shall review the FB documents.

   For offices who have not implemented Concurrent Planning Redesign: The DI SCSW and/or case-carrying SCSW shall review the DCFS 4344 I, II and/or III.

NOTE: The PHN will enter the information from the JV 225 into the appropriate CWS/CMS Notebook.

Case-Carrying FM&R CSW Responsibilities

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) **For offices who have implemented Concurrent Planning Redesign** Review FB1 and FB2, and add additional facts provided by the parents. Make sure that parents/caregiver has FB3 and give them a postage-paid envelop to mail it back to the office.

      For offices who have not implemented Concurrent Planning Redesign. Review DCFS 4344 III, and add 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 0300-503.12, 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 DCFS 561(a), (b) or (c) if the child had a medical/dental treatment, and review them with the caregiver for any needed follow-up.

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, and mail a copy 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.

8. When the school returns the DCFS 1726, provide the caregiver with a copy for inclusion in the HEP Binder and place the original in the Psychological/Medical/Dental/School Records folder.

9. 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 folder.

10. 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.

11. Review the child's health and education information in CWS/CMS prior to preparing the Status Review Report.

12. 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 CSW Responsibilities

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 0300-503.12, 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

Case-Carrying CSW Responsibilities

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 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. 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. 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.

4. 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

Case-Carrying CSW Responsibilities

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 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) **For offices who have implemented Concurrent Planning Redesign**: Place a copy of the most recent HEP and the original DCFS FB forms in the Psychological/ Medical/Dental/School Records folder.

      For offices who have not implemented Concurrent Planning Redesign: 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) **For offices who have not implemented Concurrent Planning Redesign**: Place a copy of the most recent HEP and the original DCFS 4344 III in the Psychological/ Medical/Dental/School Records folder.

For offices who have implemented Concurrent Planning Redesign: Place a copy of the most recent HEP and the original DCFS FB forms in the Psychological Medical/Dental/School Records folder.

e) Return the HEP Binder to the EW for recycling.

3. If the youth emancipates:

   a) Retrieve the HEP Binder from the caregiver.

   b) Photocopy all medical, dental, and educational materials and place in the Psychological/ Medical/Dental/School Records folder.

   c) **For offices who have implemented Concurrent Planning Redesign**: Provide the HEP Binder containing the originals of all medical, dental and educational materials, FB forms, and the most recent HEP to the emancipating youth.

      For offices who have not implemented Concurrent Planning Redesign: 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 ever 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) **For offices who have implemented Concurrent Planning Redesign**: Place a copy of the most recent HEP and the original FB forms in the Psychological/ Medical/Dental/School Records folder.

      For offices who have not implemented Concurrent Planning Redesign: Place a copy of the most recent HEP and the original DCFS 4344 III in the Psychological/ Medical/Dental/School Records folder.

f) Return the HEP Binder to the EW for recycling.

APPROVAL LEVELS

Section	Level	Approval
A, B, C, D	N/A	

OVERVIEW OF STATUTES/REGULATIONS

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.

RELATED POLICIES

Procedural Guide 0080-507.21, Concurrent Planning: Obtaining Family History Information
Procedural Guide 0100-510.61, Responsibilities For Placement: Foster Child's Needs And Case Plan Summary
Procedural Guide 0300-503.12, Health and Education Questionnaire
Procedural Guide 0600-506.10, Child Health and Disability Prevention (CHDP) Program

FORM(S) REQUIRED/LOCATION

Hard Copy: **DCFS 560**, Health Care Card

LA Kids: **DCFS 1726,** Request for School Report
DCFS 179, Parental Consent and Authorization for Medical Care
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
DCFS 561(a), Medical Examination Form
DCFS 561(b), Dental Examination Form
DCFS 561(c), Psychological/Other Examination Form
FB1, Family Background #1

FB1 Addendum, Family Background #1 Sibling & Relative Addendum
FB2, Family Background #2
FB Addendum, Family Background Addendum (Use with FB1 and/or FB2)
FB3, Family Background #3 - Medical and Social History Information About the Birth Mother/Father
FB3 Coversheet, Family Background #3 Coversheet
JV 225, Health and Education Questionnaire

CWS/CMS: Contact Notebook
Education Notebook
FB1, Family Background #1
FB1 Addendum, Family Background #1 Sibling & Relative Addendum
FB2, Family Background #2
FB Addendum, Family Background Addendum (Use with FB1 and/or FB2)
FB3, Family Background #3 - Medical and Social History Information About the Birth Mother/Father
FB3 Coversheet, Family Background #3 Coversheet
Health and Education Passport
Health Notebook

SDM: None

STATEMENT OF DANGEROUS BEHAVIORS

California Department of Social Services (CDSS) Manual of Policies and Procedures, Division 31, Section 31-405.1(t) 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 oh 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 oh 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 oh reverse side.

4. Arsonous behavior, fire setting or arson.

   ☐ No known history. ☐ Yes, known or suspected history Specify and describe oh 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 SOCIAL WORKER RESPONSIBILITIES FOR PLACEMENT 31-405
(Continued)

(t) 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.

(u) Ensure completion of the documentation necessary to initiate AFDC-FC payments, as appropriate.

(v) Assist the parents to understand their rights and responsibilities while their child is in foster care.

(w) Document the reason(s) for the following, when applicable:

(1) The child's transfer to another placement location.

(2) The child's out-of-county or out-of-state placement.

(x) Develop a discharge plan for any child who:

(1) Is under six years of age; 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.

NOTE: Authority Cited: Sections 10553 and 10554, Welfare and Institutions Code and Assembly Bill 1695, Section 21. Reference: Sections 309, 319, 361.2, 361.3 (as amended by Assembly Bill 1544, Chapter 793, Statutes of 1997), 309(d), 361.3, and 362.7 (as amended by Assembly Bill 1695, Chapter 653, Statutes of 2001), 11467.1, and 16501, Welfare and Institutions Code; and Section 1530.8, Health and Safety Code.

EXHIBIT K

INTENTIONALLY LEFT BLANK

EXHIBIT L

Department of the Treasury

Internal Revenue Service

Notice 1015

(Rev. October 2000)

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:

s The IRS **Form W-2,** Wage and Tax Statement, which has the required information about the EIC on the back of **Copy B.**

e 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. ,

9 **Notice 797,** Possible Federal Tax Refund Due to the Earned Income Credit (EIC).

9 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.**

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.

Cat. No. 205991

PAYMENT RESOLUTION NOTIFICATION

INSTRUCTIONS:
Complete one request per minor
FAX to the DCFS Payment Resolution Unit at (626) 691-1136
Mail to Revenue Enhancement at 725 S. Grand Ave., Glendora CA 91740
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
Vendor or Name	☐ Incorrect rate
Vendor Number	☐ Birth date rate change
Contact Person	☐ First payment was not received
Telephone Number	☐ Start date discrepancy
CHILD'S INFORMATION	☐ Stop date discrepancy
Child's Name	☐ Clothing Allowance
	☐ Other payment problems
Child's Birth date	
Child's Case Number	
PLACEMENT INFORMATION	
To expedite your payment request please answer the following information:	
The child was placed by: ☐ DCFS ☐ Probation	**RESOLUTION/COMMENTS** Completed by DCFS Staff
Did you receive a Blue Placement Packet from the CSW? ☐ YES ☐ NO	
Have you ever received a payment for this child? ☐ YES ☐ NO	
Did you send in a voucher for requested payment? ☐ YES ☐ NO	
Rate Amount: _____	
Beginning Date of Placement: _____	
Ending Date of Placement: _____	

Eligibility Worker: _____ Date: _____

Telephone Number: _____

DCFS FOSTER FAMILY AGENCY CONTRACT
INVESTIGATION/MONITORING/AUDIT REMEDIES AND PROCEDURES
(As Amended on _____)

These internal policies and procedures are attached to the Foster Family Agency Contract to inform CONTRACTOR's of DCFS' investigation/monitoring/audit remedies and procedures. These policies and procedures are subject to revision by DCFS, upon 30 days prior written notice to CONTRACTOR (which will not require a contract amendment), 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' Director or his/her Deputy Director level designee. Such variance may not be arbitrary and capricious, unreasonable or discriminatory.

DCFS is responsible for monitoring and 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. These facilities include foster family agencies, foster family homes, group homes and small family homes. During the normal course of its monitoring or as the result of an investigation, DCFS may take action, when necessary, to protect DCFS-placed children in these facilities, including corrective action, Hold, and/or "Do Not Refer/Use" status. 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 discussed below or specifically referenced in other parts of the Contract. Nothing in this paragraph shall prevent the COUNTY from relying on the findings of the Auditor-Controller as a basis for imposing any of the Administrative Remedies provided below.

A. <u>Administrative Remedies</u>

DCFS may utilize one or more of the following actions in response to findings uncovered in the normal course of monitoring, as a result of investigations of abuse/neglect in out of home care, or in audits of program or fiscal contract requirements.

1. **Corrective Action Plan (CAP)** - When DCFS reasonably determines that a CONTRACTOR's deficiency is correctable; a CAP shall serve as the CONTRACTOR's commitment to remedy such deficiency.

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 an investigation, monitoring, or audit, 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. Limited to an additional 45 days, a hold status may be extended for extenuating circumstances beyond the control of DCFS, with the understanding that the extension of Hold status on a Contractor will require the approval of the Director or his Deputy Director level designee. 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 FFA Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Section 16.0. A Hold request must be approved by a Division Chief.

3. **Do-Not-Refer (DNR) Status** - DNR refers to the suspension of new DCFS placements when COUNTY reasonably believes, in its sole discretion, based on prima facie evidence that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the CONTRACTOR in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/ programmatic requirements of this Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Sub-section 16.1 of the Contract, and as further described in Exhibit N. A DNR recommendation must be approved by a Deputy Director.

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 COUNTY reasonably believes, in its sole discretion, based upon prima facie evidence, that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the CONTRACTOR in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/programmatic requirements of this Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Sub-section 16.1 of the Contract, and as further described in Exhibit N. A DNU recommendation must be approved by a Deputy Director.

5. **Termination Hold** - In the event either COUNTY or CONTRACTOR terminates this Contract for convenience or for default, COUNTY shall suspend referrals of children to CONTRACTOR and remove, or cause to be removed, all Placed Children prior to the effective date of termination. In such an event, the procedures described in this exhibit will not occur. A Termination Hold must be approved by a Division Chief.

B. <u>CAP Procedures</u>

1. If DCFS requires/requests immediate action, oral notice is given and is followed up in writing within one business day. Corrective action must be taken within (3) calendar days from the date of verbal notification (which will be immediately followed with written notification) for the following child safety issues: a) lack of psychotropic

medication authorizations; b) insufficient and/or inadequate clothing and essentials; c) insufficient or poor food; and/or d) poor facility or environmental issues, such as sanitation or electrical problems and other situations which are hazardous.

2. Where immediate action is not required, CONTRACTOR shall submit CONTRACTOR'S proposed CAP to DCFS within 30 calendar days from receipt of written notification from DCFS (Vendor Notification Letter), the timeframe depending on the nature of the violation. The CONTRACTOR's CAP is reviewed and approved by DCFS within 15 business days, after which the CAP will be monitored for compliance.

3. The CAP must address each finding made in the Vendor Notification Letter. An appropriate CAP includes: the detailed action necessary to correct the deficiency; an explanation of how corrections will be implemented; an explanation of what actions will take place to ensure that the corrective action is maintained; and a thorough plan addressing prevention of subsequent violations and/or inappropriate action. Timeframes, as necessary, will be provided, as well as 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.

4. Once approved, monitoring of the approved CAP begins. Monitoring will usually last three to six months depending on the nature of the violation. The act of monitoring may include, where necessary, unannounced visits to the home and/or agency to verify that the corrective action has been completed.

5. Once the corrective action has been completed and verified, the CONTRACTOR is notified in writing and the monitoring case is closed. A Hold, Do Not Refer or Do Not Use Status may be implemented, at the discretion of DCFS, if the requested corrective action is not completed within the agreed upon time or if the CONTRACTOR does not submit an approved CAP/CAP addendum within the agreed-upon timeframes.

C. <u>Hold/DNR/DNU Procedures</u>

1. For Child Safety/Endangerment/Insurance Provisions Holds, DNR, DNU status, a Vendor Notification Letter is sent, via fax and certified mail, within 72 hours of DCFS' decision to place CONTRACTOR on Hold, DNR or DNU Status, and verbal notification will be provided prior to or at the time of CONTRACTOR placement on Hold/DNR/DNU Status to the extent possible. To the extent possible and reasonable, and without interfering with any law enforcement investigation, and consistent with statutes and regulations related to confidentiality, notification will include the reason(s) for the Hold/DNR/DNU Status. The Vendor Notification Letter will also invite the CONTRACTOR to participate in a Review Conference and include a deadline for the CONTRACTOR’s response (desire to participate) within 5 business days. Failure by the CONTRACTOR to respond by the deadline will result in default or waiver by the CONTRACTOR to proceed with the Review Conference.

2. For Administrative (except Insurance Provisions) Holds, a Vendor Notification Letter is sent, via fax and certified mail, within 15 days of DCFS' decision to place CONTRACTOR on Hold, DNR or DNU Status, and verbal notification will be provided prior to or at the time of CONTRACTOR placement on Hold/DNR/DNU Status to the extent possible. To the extent possible and reasonable, and without interfering with any law enforcement investigation, and consistent with statutes and regulations related to confidentiality, notification will include the reason(s) for the Hold/DNR/DNU Status. The Vendor Notification Letter will also invite the CONTRACTOR to participate in a Review Conference and include a deadline for the CONTRACTOR's response (desire to participate) within 5 business days. Failure by the CONTRACTOR to respond by the deadline will result in default or waiver by the CONTRACTOR to proceed with the Review Conference.

3. During the Review Conference, the CONTRACTOR will meet with the Department's representative at the Division Chief/Regional Administrator level, other COUNTY (DCFS and Auditor-Controller) Departmental staff, and/or Community Care Licensing to discuss the investigative and/or administrative findings and to provide an opportunity for the CONTRACTOR to respond to the findings. The Review Conference will be held within 30 days of CONTRACTOR's receipt of faxed Vendor Notification Letter of placement on Hold/DNR/DNU Status, unless CONTRACTOR waives the time limit. The Review Conference is provided to ensure that the CONTRACTOR is afforded a process for responding to allegations against them and for airing their grievances.

   One week prior to the then scheduled Review 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 Conference. The CONTRACTOR may also request that DCFS interview any witnesses identified by the CONTRACTOR who have not already been interviewed.

4. The Out of Home Care Management Division's Children's Services Administrator III/designee will conduct the Review Conference. DCFS and CONTRACTOR will both have the opportunity to present information related to the findings and each will be able to question the other with respect to each finding. Information provided by DCFS during the conference must be consistent with confidentiality laws. 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 Review Conference. [The authorization/approval must be in writing from the Court.] DCFS will consider any new information presented in the CONTRACTOR's written statement and information presented during the Conference.

   Consistent with the informal and non-adversarial atmosphere of the review Conference, CONTRACTOR and COUNTY agree that only appropriate CONTRACTOR personnel and appropriate DCFS, Auditor-Controller and/or Community Care Licensing personnel shall participate in the Review Conference; and legal representatives shall not be present at the Review Conference.

5. The DCFS Division Chief or Regional Administrator level staff will assess the information presented by the CONTRACTOR and make a final determination whether to withdraw the recommendation or to consult with others within DCFS with regard to the intended recommendation. This determination will be put in writing and provided to CONTRACTOR within 15 business days of the Conference.

6. Hold, DNR, or DNU Status may be lifted at any time that DCFS obtains information which leads DCFS to believe that: 1) the original basis for imposing such status is no longer applicable, or 2) Hold, DNR, or DNU status is no longer appropriate. In instances where Hold/DNR/DNU Status no longer applies, DCFS shall act as expeditiously as possible to remove CONTRACTOR from such status.

Revised 7-16-07, FC

Chapter 2.203, 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 but does not include:
1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
3. A purchase made through a state or federal contract; or
4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: 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)

Downloaded from the LA Co. Code, 11-22-06, WH

EXHIBIT O

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Statement of Qualifications is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All Vendors, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Vendor is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ❑ My business does not meet the definition of "contractor," as defined in the Program, as it 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 itself will exceed $50,000). 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 ten 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 exception 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 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.

- ❑ 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:

EXHIBIT P

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.

_____
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.

_____
Signature of Principal Owner, an Officer, or Manager responsible for submission of the SOQ to the County.

_____
Date

CONTRACTOR'S 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.

_____
Signature of Principal Owner, an Officer, or Manager responsible for submission of the SOQ to the County.

_____
Date

EXHIBIT Q

CONTRACTOR'S EEO CERTIFICATION

_____
Company Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Contractor 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.

CERTIFICATION	YES	NO
1. Contractor has written policy statement prohibiting discrimination in all phases of employment.	( )	( )
2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.	( )	( )
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.	( )	( )
4. When areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	( )	( )

_____
Signature

_____
Date

_____
Name and Title of Signer (please print)

FYI FYI FYI FYI

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?

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.

19. Are the child's personal rights respected? Is s(he) treated with dignity and respect?

20. Is the child placed in the community, or adjacent, to the community where he/she normally lives?

21. Does the child have a sibling in placement, and if so, are they or could they be placed together?

22. Is the child's clothing the correct size and age appropriate? Does the child have sufficient clothing for special occasions?

23. Are the child's meals sufficient, nutritious, varied, and appealing?

24. Is the child succeeding in school? If not, is the child receiving services to enable success?

25. Does the child have the opportunity to participate in extracurricular activities or enrichment programs? Are the child's friends allowed to visit?

26. Does the child receive the sporting equipment necessary (within reason) to participate in desired activities?

27. Is the child transported to social events, job, after-school activities, etc.?

28. Does home provide a stimulating and enriching environment including but not limited to, age-appropriate toys, books, and reference materials (encyclopedias, dictionaries, computer programs)?

29. Is the child offered appropriate therapeutic intervention related to behavior, abuse, or his/her family of origin issues?

30. Does the child receive a regular allowance?

31. Does caregiver actively participate in facilitating contact/visitation with family members as deemed appropriate by court order?

32. 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?

33. Is the child given the opportunity to participate in worship or religious services and activities of his/her choice?

34. Are any behavior restrictions and/or assigned chores appropriate to the child's age, maturity level and emotional development?

35. If needed, is the youth offered appropriate services and transportation related to substance abuse or other at-risk behavior?

36. If youth is 14 or older, is emancipation planning being addressed?

It is best that women seek help to receive proper medical care and counseling while they are pregnant. 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 any Los Angeles County hospital ER or fire station.

The California Safely Surrendered Baby Law:

Allows a distressed birth parent(s) to legally, confidentially, and safely give up their baby.

Provides a safe place for babies.

Protects the parent(s) from arrest or prosecution for abandonment as long as the baby has not been abused or neglected.

Does not require that names be given when the baby is turned over.

Permits parents to bring a baby within 3 days of birth to any Los Angeles County hospital ER or fire station.

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.

EXHIBIT S

No shame.

No blame.

No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.

In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people 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 so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents 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.

A baby's story

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. 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 with a loving family while the adoption process was started.

In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723

www.babysafela.org

EXHIBIT S

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

211 LA County

211 LA County (formerly INFO LINE of Los Angeles) has been in business since 1981.
211 LA County is an AIRS accredited agency.

Calls from the media should be directed to Thelma Bell or Michele Yoder at (626) 350-1841.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

La Ley de Entrega de Bebés Sin Peligro de California *(California Safely Surrendered Baby Law)*:

Permite a los padres biológicos con dificultades entregar a su recién nacido en forma legal, confidencial y segura.

Brinda un lugar seguro para los bebés.

Protege a los padres del arresto o el procesamiento por abandono, siempre que el bebé no haya sufrido abuso ni negligencia.

No exige que se den a conocer los nombres cuando se entrega al bebé.

Permite a los padres llevar a un bebé a cualquier sala de emergencia de un hospital o a un cuartel de bomberos del Condado de Los Angeles, dentro de los 3 días del nacimiento.

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora

Consejo de Supervisores del Condado de Los Angeles

Gloria Molina
Supervisora, Primer Distrito

Yvonne Brathwaite Burke
Supervisora, Segundo Distrito

Zev Yaroslavsky
Supervisor, Tercer Distrito

Don Knabe
Supervisor, Cuarto Distrito

Michael D. Antonovich
Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

EXHIBIT S

Sin pena.
Sin culpa.
Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.

En el Condado de Los Angeles:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencia o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé.
Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

En el Condado de Los Angeles:
1-877-BABY SAFE
1-877-222-9723

www.babysafela.org

EXHIBIT S

Condado de Los Ángeles

Línea Para Entrego Seguro de Bebes

(877)BABY SAFE

Llame Gratis (877) 222-9723

- Llámenos para recibir información sobre como entregar a su bebé no deseado bajo la ley de entrego seguro de bebes
- Damos referencias a lugares designados y seguros
- Damos referencias a otros servicios de apoyo

- Garantizamos confidencialidad
- 7 dias por semana
- 24 horas por día
- Hablamos Ingles, Español y otros 140 idiomas

211 LA County

Ha estado sirviendo desde 1981.
Somos una ajencia acreditada por AIRS.

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	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	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	1. **Receive** the FADs. **Determine** if there is any CODE 9008, New Overpayment Detected. 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. a) LEGITIMATE OVERPAYMENT 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

b) INVALID OVERPAYMENT

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.

3. **Forward** the FAD indicating the explanation to the ES.

O/P Collection EW

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.

a) If sufficient information is annotated, **proceed** with step 2.

b) If sufficient information is not annotated, **deliver** the FAD to the ES.

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.

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.

a) If the FAD, APPS and the Automated Overpayment Collection System are consistent, **proceed** with step 4 or 5.

O/P Collection EW

b) If the FAD, APPS and the Automated Overpayment Collection System are not consistent, **submit** the FAD to the ES.

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.

WHO	HOW

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	1. An overpayment **shall not** be collected when any of the

following conditions exist:

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.

NOTE: Regulations do not prevent counties from collecting an overpayment that results from the payment of aid paid pending.

2. If it is determined that an overpayment may be collected:

a) **Determine** from whom the overpayment may be recovered.

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	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

3. **Reconcile** the payment control log with the cash, checks and/or money orders received.

   If the list and amounts are not reconciled, **proceed** with step 2 above until accountability is accomplished.

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.

   NOTE: The "Sweep" account allows local deposits into the Treasurer-Tax Collector's main deposit account.

5. **Deliver** one copy of the checks, deposit permits, and payment control log to the Reconciliation EW.

6. **Deliver** one copy of the checks, supporting documents and payment control log to the Overpayment Recovery Unit Clerk.

   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.

Reconciliation EW

1. **Receive** a copy of the checks, deposit permits and Treasurer Tax Collector deposit confirmation.

   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.

2. **Reconcile** the deposit permits with the deposit confirmation.

   a) If the permits and confirmation are reconciled and accurate, **file** for record retention.

   b) If the permits and confirmation are not reconciled or accurate, **notify** the Overpayment Recovery Unit ES.

WHO	HOW

Reconciliation EW	3. **Receive** the Bank of America "Sweep" account monthly bank statement and DCFS Finance Section monthly report. 4. **Reconcile** bank statement with reports. 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	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	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	1. When a mutually agreed upon repayment plan is received: a) **Access** the Automated Overpayment Collection System and **review** the specific ledger and statement.

WHO	HOW

O/P Collection EW

b) **Enter** the status, and comments.

c) **Set** a control for the effective date of the first payment.

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.

2. When a written dispute is received:

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.

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.

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	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
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.

CHARITABLE CONTRIBUTIONS CERTIFICATION

_____
Company Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

_____
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

❒ Vendor or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Vendor engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

❒ Vendor or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

_____ _____
Signature Date

_____
Name and Title of Signer (please print)

EXHIBIT V

ADMINISTRATION OF CONTRACT
COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROGRAM DIRECTOR:

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
Facsimile: _____
E-Mail Address: _____

COUNTY PROGRAM MANAGER:

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
Facsimile: _____
E-Mail Address: _____

COUNTY CONTRACT PROGRAM MONITOR:

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
Facsimile: _____
E-Mail Address: _____

SERVICE DELIVERY SITES

Foster Family Agency Administrative Office/Headquarters

AGENCY Name	AGENCY Address	AGENCY Contact Person	
			P:
			F:

Licensed Foster Family Agency Facilities Included in this Agreement

FACILITY Name	FACILITY Address	FACILITY Contact Person	
			P:
			F:
			P:
			F:
			P:
			F:

EXHIBIT X

LOS ANGELES COUNTY SUPERIOR COURT
JUVENILE COURT VISITATION COMMITTEE

FAMILY VISITATION GUIDELINES

JUVENILE DEPENDENCY COURT PROTOCOL FOR DEVELOPING FAMILY VISITATION PLANS

TABLE OF CONTENTS

INTRODUCTION/SUMMARY 3

PURPOSE/PHILOSOPHY STATEMENT 4

TEAMING PROCESS 6

COURT ORDERS 8

DEPENDENCY CASE STAGES 9

Stage 1: Pre-Detention Hearing Family Visitation Plan (Initial 72 Hours Following Removal) 9
Stage 2: Detention Hearing/Pre-Disposition Family Visitation Plan 10
Stage 3: Disposition Family Visitation Plan 11
Family Visitation Plan Review 11
Post-Jurisdiction Visitation Plans 11

FAMILY VISITATION PLAN 12

Preliminary Considerations/Factors to Consider 13
Participants' Considerations and Responsibilities 13
Judicial Officers' and Attorneys' Considerations and Responsibilities 18
Family Visitation Plan Elements 19
- ***Visitation Objectives (reason for each visit)*** 19
- ***Frequency of Visits*** 19
- ***Developmental Visitation Guidelines*** 19
- ***Additional Visitation Contacts*** 20
- ***Persons to Participate in Visitation*** 20
- ***Visitation for Teen Dependent Parents and Their Children*** 20
- ***Sibling Visitation*** 21
- ***Type of Supervision*** 21
- ***Visit Location*** 22
- ***Visitation Problems*** 22
- ***Visiting in Specific Situations*** 22
- ***Transportation*** 24
- ***Safety Planning*** 24
- ***Team Agreement*** 24
- ***Changes to the FVP*** 24

BIBLIOGRAPHY 25

SUB-COMMITTEE MEMBERS 26

INTRODUCTION/SUMMARY

In June, 2005, the Los Angeles County Juvenile Dependency Court convened a committee to create visitation guidelines for the County of Los Angeles. The Court recognized the pivotal role that visitation plays in the reunification process, the importance of considering child development issues in relation to visitation, and the lack of a cohesive system for creating effective and appropriate visitation plans.

The Visitation Guidelines Committee reviewed numerous documents in preparing these protocols (see attached bibliography). The Drafting Subcommittee consisted of community stakeholders from throughout the juvenile court system with expertise in policy, social work, and training, including a number of representatives from the Department of Children and Family Services (DCFS).

The resulting protocols provide a cohesive system for creating family visitation plans (consistent with court orders) designed and later re-assessed in team meetings that include all of the people affected by visitation.[1] These plans must be specific in nature (as to time, location, transportation arrangements, and activities), taking into consideration the purpose of the visits, the strengths and needs of the parents and children, the role of the supervisor (if any), alternatives to in-person visitation, and a myriad of other issues that are outlined in detail in this document.

At the time of detention, DCFS needs to evaluate what visitation/contact is appropriate and create an initial plan for such visitation, preferably through a team process. At the initial detention hearing, the Court will usually make general visitation orders. A detailed family visitation plan, consistent with the more general court orders, will need to be created by a Family-Centered Team involving as many participants as appropriate (including parents, relatives, caregivers[2], children, and service providers). Whenever feasible, this plan should be created prior to the disposition hearing, and a copy should be provided to the Court. As the case progresses and placements change, the plan will be modified, including liberalization of visits, when warranted.

These guidelines are adopted with the understanding that full implementation will require DCFS protocols to be drafted that are consistent with this document, training will have to be developed, forms will have to be created, and resources will need to be identified. Additional efforts of the Visitation Guidelines Committee will focus on identifying resources to help facilitate visitation, and ensuring sufficient training of Children's Social Workers. While DCFS will be responsible for training social workers and caregivers, the Committee currently envisions the creation of a team to design cross-training of the other dependency system stakeholders (e.g. attorneys, judicial officers, CASA staff and volunteers).

[1]This team based approach was proposed in the Family Reunification Report, the product of a work group convened by the Los Angeles County Commission for Children and Families and DCFS in 2004.

[2] For the purposes of this document, the term "caregiver" includes relative caregivers, foster parents, foster family agency staff, and group home staff.

PURPOSE/PHILOSOPHY STATEMENT

These guidelines provide specific tools, protocols, and strategies for ensuring that planned and purposeful visitation occurs for children and families served by the Los Angeles County Child Welfare System. Supported by research, best practice standards and legal statutes, visitation serves as the most essential service element for these families towards achieving the outcomes of safety, permanence and well-being. More specifically, visitation is the most critical factor in ensuring and supporting safe and timely re-unification for children and their birth families as the primary permanency option. Its central and fundamental place amid the array of services and supports to at risk families cannot be understated.

The success of visitation is contingent upon every involved party valuing the importance of the visitation's purpose. This document provides guidance to (and sets standards for) those individuals and groups who play key roles in supporting families and is based on the following principles/values and themes:

- The law (Welfare and Institutions Code ("WIC") sections 300 and 308) provides specific guidance for developing, implementing and monitoring visitation plans and shall be the primary point of reference in the development and implementation of visitation plans and protocols.

- While recognizing the statutory authority and mission of the Juvenile Court and DCFS; community stakeholders, partnering agencies and families share responsibility and accountability for outcomes. Consistent with emerging/best practice, such outcomes are more readily achieved through "team based" approaches to decision-making, assessment, planning and support. Therefore, team based approaches to developing and updating *Family Visitation Plans* (FVPs) are strongly referenced in this document.

- In delivering child welfare services, priority consideration should always be given to the delivery of community and family based interventions that allow children to safely remain with their families and in their communities. The provision of out-of-home care is always a last resort when these in-home services and interventions cannot adequately ensure child safety.

- When out-of-home care is needed, it must serve as a goal directed service to achieve safety and permanency for children in environments where essential connections for children are maintained. Therefore, in the placement process, any and all efforts shall be made to maximize and maintain a child's healthy connections with family, culture, community and school-of-origin. This includes the placing of siblings together and supporting healthy sibling bonds, unless in so doing, child safety is compromised.

- When out-of-home care is necessary, visitation should serve as a family-centered, family empowering activity to assess, maintain, strengthen and re-build healthy family and community connections while reducing identified risks. It not only serves to maintain contact/access between parents and children, but allows family members to practice and demonstrate new skills/behaviors that are needed for them to safely be together. As such, visitation plans and activities should be inexorably linked to a uniquely tailored Case Plan that clearly identifies outcomes for the family, builds on their strengths and resources, and meets specific child and family needs. Across time, if re-unification is found not to be possible, visitation allows parents, children and caregivers to be more directly and actively engaged in the concurrent planning process to support timely development and activation of an alternative permanent plan.

- Visitation plans developed with and for family members (including parents, siblings and other

relatives) should reflect the unique child and family situation based on their place in the continuum of service delivery and juvenile court process. They should also include a wide range of contact and access formats from face-to-face visitation to any and all other forms of written, telephonic, email, and/or video contact. Where appropriate, visitation should also include significant others who have a meaningful and supportive relationship with the child and family and who may also play a key role in achieving case goals.

- These guidelines assume that a determination has been made that visitation is in the best interests of each child and will not negatively impact the child's physical and/or emotional well-being. When visitation is appropriate, the visitation plan should be specifically tailored to the particular family and care should be given at all times to protect the child from physical and/or emotional harm.

As Family Visitation Plan are implemented, it is the shared responsibility of those working with the family to monitor implementation, providing feedback and working together to address specific issues and concerns regarding the quality, timeliness and quantity of visitation that occurs for a family.

TEAMING PROCESS

Family-Centered Team-Decision Making ("FTDM") is a collaborative concept in which the Department of Children and Family Services ("DCFS") staff, family members, caregivers and community service providers work together when any placement decision is contemplated, or when it is determined a team process is appropriate (see FTDM document). Once a child is removed from his/her parents, the CSW is first and foremost required to ensure that the child is safe. At the same time, the CSW is also charged with securing the least restrictive, and most appropriate, out-of-home placement for the child as well as preserving the child's familial and community connections. Under existing DCFS policy, the CSW should call for a TDM or a FGDM to help facilitate a discussion around keeping the child safe and future case planning. Attention to keeping the child in his/her school-of-origin is also part of the placement decision to ensure educational stability and maintain consistency in the child's academic learning. Given these mandates, the CSW is in a unique position, with the information obtained at the team meeting to memorialize and prepare effective Family Visitation Plans ("FVPs"). At the initial TDM, the first visit is arranged and the CSW develops the initial visitation plan based upon the information from the TDM. Similar formats can also be used to modify FVPs.

Throughout this document, Teaming Process (Team) is a generic term that includes, but is not limited to: (1) Team Decision-Making (TDM); (2) Family Group Decision-Making (FGDM); (3) Permanency Planning Conferences; (4) Family Conferencing, and; (5) Meetings convened to specifically plan visitation. Moreover, Teams are an integral part of such processes as Point of Engagement ("POE") and Multidisciplinary Assessment Teams (MAT). The type of Team utilized will depend on the needs of the family as well as on the nature and stage of the dependency case.

A team process should be used for discussing, updating and troubleshooting of any FVP. Teams should be convened at each of the below-listed dependency case stages and/or whenever a child is removed or replaced, as such placement decisions directly affect visitation

Each Team, with the exception of FGDM, <u>should</u> include the following members[3]:

- Team Facilitator
- DCFS Children's Social Worker (CSW), Emergency Response Worker and/or Supervising Children's Social Worker.
- Parents/Legal Guardians
- Caregivers (including Residential Facility Representatives and FFA Personnel)
- Children 10 years of age and older, unless inappropriate

[3] Inability to convene all principle members of the TEAM shall not delay visitation, especially in the early stages of a dependency case. Efforts shall be made to notify these members of the results of the team meeting.

Additionally, every effort should be made to include the following individuals where appropriate:

- Children under 10-years-old
- Siblings
- Relative and Non-Related Extended Family Members and Support People (e.g. clergy, childcare providers, medical or mental health providers, family friends, significant others, or other service providers known to the family.)
- MAT Providers
- HUB Evaluators
- Probation Officers
- Community Service Care Providers
- Public Health Nurses
- Educators
- Regional Center Personnel
- Child Care Providers
- Community Partners
- DMH Personnel
- School Personnel
- Community Family Preservation Network Representatives
- CalWORKS Staff
- Parent Advocates
- Child Advocates or Court Appointed Special Advocates ("CASAs")
- Medical Placement Unit Representatives
- START Supervisors
- Family Preservation Representatives

It is important that Teams include a multitude of players and that the membership of the team is fluid and responds to the needs of the family in relation to the stage and objectives of the dependency case.[4]

Team meetings are arranged by the DCFS Scheduler. The Scheduler is responsible for contacting all parties relevant to the dependency case as well as inviting community members not currently involved with the family to the Team meeting. Meetings should be scheduled in neighborhood locations close to the child's family in order to maximize attendance by family and community support providers.

[4] For a complete description of TEAM Meeting participants and their respective roles, see *DCFS Procedural Guide 0070-548.03 Team Decision-Making (Released on 12/21/05)*

COURT ORDERS

Oftentimes, the judicial officer makes general visitation orders, such as "supervised visits approved by a DCFS approved supervisor, at least twice per week, with DCFS discretion to liberalize." The Court, as often as possible, will provide DCFS with the discretion to liberalize visits including overnights and weekends in order to support reunification and the developmental needs of the children. The FVP is envisioned as a detailed implementation of the Court's orders. While the Team's Family Visitation Plan (FVP) at the time of the disposition hearing will be submitted to the dependency court judicial officer, the dependency court is the final decision maker. The FVP must be consistent with dependency court orders (as well as any criminal court orders.) If the dependency court makes orders that are inconsistent with the FVP, then the procedures outlined below, in "Changes to the FVP," should be followed in order to bring the FVP into compliance with the relevant court orders. The social worker should ensure that visitation is consistent with all court orders until the FVP has been changed.

DEPENDENCY CASE STAGES

Stage 1: Pre-Detention Hearing Visitation (within the initial 72 hours following removal)

- ☐ Team meeting is held either prior to the child's removal from the home or when the child has already been removed, by the end of that business day or within 24 hours prior to the detention hearing.

Stage 2: Detention Hearing/Pre-Disposition Visitation Plan

- ☐ A Team meeting is held following the Detention Hearing to update the Family Visitation Plan (FVP) that will be in effect until the Disposition of the case.

Stage 3: Disposition Visitation Plan

- ☐ A Team meeting to develop a recommended FVP to be presented at the Disposition Hearing.

STAGE 1: PRE-DETENTION HEARING FAMILY VISITATION PLAN (INITIAL 72 HOURS FOLLOWING REMOVAL)

Children, parents and siblings shall have access to each other as soon as possible and as frequently as possible following removal from a parent, when safe.[5] This is important to strengthen the family bond and lessen trauma to the child(ren). So that children do not feel isolated from their families upon being placed in protective custody, children should have the opportunity to visit with their families in a face-to-face meeting prior to their first court date, but in any event no later than 72 hours following removal, especially with children under 5 years of age. The CSW shall make a diligent and reasonable effort to ensure regular telephone contact prior to the detention hearing, unless that contact would be detrimental to the child. Such phone calls should take place as soon as practicable, but not later than 5 hours after the child is taken into custody. The child should be permitted to maintain regular phone contact, unless it is determined detrimental to the child or otherwise inappropriate, as discussed below. Hence, when safe, it is the responsibility of the CSW to facilitate both the face-to-face visits and phone calls with the child and his/her family as soon as possible. Siblings should be kept together, where appropriate. If siblings cannot be placed together, every attempt to facilitate visitation during this stage should be made.

Visitation and/or telephone calls should not be facilitated by the CSW if such contact is not in the best interests of the child. Before making any determination to prohibit visitation, the CSW should first evaluate whether a supervised visit would alleviate concerns regarding the contact. The CSW should discuss with parents the parameters of the initial visitation during this stage before the visitation is disallowed. Reasons not to permit visitation or contact may include: (1) the CSW has good reason to believe the parent may coach or otherwise harass the child; (2) the child was subjected to severe physical abuse; (3) the child was the victim of sexual abuse; or (4) the child does not wish to visit. These factors do not necessarily preclude visitation; safeguards that can be put in place and detriment to the child must be considered in making such a decision.

[5] At this time, DCFS' Point of Engagement process is uniquely suited to provide Team Decision Making in regards to the pre-detention hearing visitation plans.

Protective Custody Family Contact Timeframes	
First 24 Hours Child removed from parent/legal guardian and relocated to placement.	As soon as child is situated in a placement, the CSW should work to immediately facilitate contact between the child and the family. Most likely, this will be in the form of a phone call within 5 hours.
24-48 Hours Child secured in placement.	Telephone contact between the child and family is mandatory for those children old enough to communicate via phone when determined that such contact is safe. Moreover, the CSW shall attempt to arrange for a face-to-face visit. For children not old enough communicate via phone, extra effort shall be made to arrange for a face-to-face visit.
48-72 Hours Child secured in placement and detention hearing is pending.	The CSW shall facilitate a face-to-face visit when determined that such contact is safe. It is mandatory for children to have the opportunity to visit with their families (parents and siblings) before their first court date when determined that such contact is safe.

Note that special attention should be given to arranging face-to-face visits between younger children and their families. Not only do younger children have a more difficult time communicating by telephone, but children under four years of age are not required to be in court. Thus, they may not have the opportunity to visit with their parents on the day of the hearing.

While the focus at this stage of the dependency case is to ensure family visitation and/or contact as soon as the child is removed from the home, the CSW should be assessing certain factors in anticipation of the development of a Pre-Detention FVP. First, the CSW must evaluate potential visitation supervisors if he/she feels that supervision for family visits is needed. The CSW should pay special attention to the ability of the child's caregiver to supervise visits as well as to provide transportation or a meeting space for the family visits. In addition, the CSW should ensure that the child's placement does not obstruct the family's ability to participate in visitation.

STAGE 2: DETENTION HEARING/PRE-DISPOSITION FAMILY VISITATION PLAN

A detailed proposed Family Visitation Plan should be attached to the Detention Hearing Report that notes the caregiver's and CSW's statements regarding their ability to transport, supervise or otherwise facilitate visitation and phone calls. During the Detention Hearing, the Court shall evaluate all available information, including the plan developed at the most recent Team meeting, and formulate visitation orders that would be in effect until the Disposition Hearing. Based on these orders, the parties present at court, physically or by phone/email, would develop the most specific visitation plan possible. During this planning time, participants would list any unresolved issues to be addressed at the Family-Centered Team meeting that will occur in the next few days following the Detention Hearing. This process would require more time allotted to Detention Hearings, the possibility of cases being recalled for the parties to provide the Court with the visitation plan, and potentially for CSWs to routinely be on call for Detention Hearings. The visitation plan developed at the Detention Hearing, when appropriate and feasible, shall apply the same framework described below.

DCFS shall convene a Team meeting within five business days of the Detention Hearing. The Team is to further develop a Pre-Disposition Family Visitation Plan that: (1) ensures the child's safety and well-being are not compromised; (2) maintains connections between the removed child and his/her family; (3) allows parents and siblings the opportunity to bond with the child; (4) assesses the risks associated with returning the child to his/her family; (5) builds networks of support to facilitate the child's reunification with the family; (6) addresses resources to facilitate visitation (supervisors, location, transportation, etc.), and (7) considers the scheduling needs of families and other parties.

The Pre-Disposition Family Visitation Plan developed by the Team should include the same factors/considerations discussed below in the "Family Visitation Plan" section. At this stage, it is imperative that the FVP be considered in making placement decisions for the child. For example, the proximity of the child's placement to the parent and the ability of the caregiver to accommodate the FVP should be considered. Given that the Team will most likely be presented with limited information, the FVP produced during this period may not be as comprehensive as the FVP submitted to the dependency court for the Disposition Hearing. However, the Team shall make every effort to thoroughly complete all sections of the FVP.

If the Team finds that visitation is not in the child's best interests, a clear statement regarding why pre-disposition visitation is not permitted must be included in the Pre-Disposition FVP. The Team should consider alternatives to face-to-face family visits (phone calls, e-mail, letters) where such alternatives do not pose a threat to the child's safety and well-being. If such contact is appropriate, the Pre-Disposition FVP shall include a schedule regarding when these contacts are to occur and list any conditions placed on the alternative arrangements.

STAGE 3: DISPOSITION FAMILY VISITATION PLAN

The Disposition Family Visitation Plan developed by the Team must incorporate all of the FVP elements noted below. The Disposition FVP will be submitted to the court for the Disposition Hearing. If the dependency court makes orders that significantly alter the Disposition FVP, the Team must reconvene to modify the FVP (see "Court Orders" section). If reconvening the entire Team is not possible, DCFS must bring together the parties affected by the court order as necessary to modify the FVP. Team meetings can also be called to implement specific recommendations after disposition. Team meetings can move forward without all members in attendance so long as reasonable efforts have been made to contact all parties. The CSW must further attempt to reach all Team members not able to attend the meeting via phone, mail, or e-mail to gather feedback and notify all such parties of the Disposition FVP.

FAMILY VISITATION PLAN REVIEW

The FVP will clearly indicate the date the plan is to be reviewed by the Team, and for any Revised FVP to be developed. The FVP must be reviewed at every Team Meeting. At every review, the Team shall examine all information received from the child, parents/guardian, foster parents, group home staff, FFA Social Worker, CSW and visit supervisors before modifying the FVP. The Team shall also consider changes in the child's or family's circumstances or any request made by the child or family in regards to visitation.

POST-JURISDICTION VISITATION PLANS

For cases in which the CSW is recommending termination of jurisdiction with either a family law court order or with a legal guardianship in place, the Status Review Report submitted to the Court should have an FVP attached which makes specific recommendations (days, times, locations, transportation, supervisors, holidays, birthdays).

FAMILY VISITATION PLAN

Prior to the disposition hearing, DCFS shall convene a Team meeting to develop an FVP focused on family reunification. Where a no contact order is issued for a parent or party, such parent or party shall not be included in the FVP until the no contact order is vacated. A no contact order placed for one parent or party shall not affect the inclusion of other family members in the FVP plan. The Team must create a plan specific to the family's needs, yet with enough flexibility to facilitate changes made in court. This plan must be made available to the court on the day of the disposition hearing.

The Team will structure the FVP on the information received from the above-noted pre-disposition visitation plan. Hence, information collected regarding the family's strengths and needs (including barriers to reunification) will be crucial in developing a meaningful FVP. **If, after a conscientious and concerted effort, the team cannot reach agreement on a component of the FVP, the final recommendation will be made by DCFS.**

The FVP must provide the following:

- A visitation schedule, detailing the dates and times the family can visit.
- Length, start/end times (see p. 20 re: exception)
- List resources to be used to meet the visitation time frames
- A visitation location(s).
- Transportation arrangements for children (removed children, siblings) and parents/guardians.
- Arrangements for the child to communicate with parents/guardians by phone, mail, etc. (p.20).
- Any conditions placed on the visitation by the Team or Court to ensure the safety and well-being of the child. These conditions may include the requirement that the visits be supervised or that the parent refrain from discussing the upcoming dependency case.
- Limits: Supervising, Phone, Mail, etc.
- Plan for supervising if applicable
- Supervisor contact information and qualifications (link to Objectives)
- Who are visitors and their contact information
- Who are prohibited
- Visitation Objectives
- List of strengths and needs
- Purpose of each visit and who should attend
- How to handle anticipated problems
- Plan for Specific Situations (see p. 24 & 25)
- Safety Plan
- Children's requests
- Sibling visit plan
- Teen Parents and their children
- Adjunct activities
- Agreed upon Do's & Don'ts
- Visitation Plan Review date
- Signatures showing agreement to the plan

PRELIMINARY CONSIDERATIONS/FACTORS TO CONSIDER

In developing the FVP, the Team shall examine the following:

- Physical/emotional well-being of the child(ren).
- Parents' strengths and needs. The Team shall list the parents' strengths in the FVP as well as any needs (e.g. mental health, drug addiction, parenting skills, developmental delay) for which they require assistance to reunify with their children.
- Parents' obligations. Parents' work, school, treatment and court-ordered responsibilities must be assessed by the Team in developing an effective visitation plan.
- Child(ren)'s strengths and needs. The Team shall examine the strengths as well as any needs (e.g. medical, mental health, developmental) of the child(ren) that need to be addressed to facilitate family reunification.
- Child(ren)'s desires. The FVP shall include the child(ren)'s requests in regards to participating in visitation and ultimately reunifying with their parents/guardians.
- Child(ren)'s obligations. The Team must consider any school, social, treatment or work-related obligations of the child(ren) in developing the FVP.
- Sibling Visitation. The FVP must assess the appropriateness of sibling visitation and include specific guidelines concerning how sibling visitation will be facilitated. The frequency, duration, location, transportation, and type of contact should be detailed in the FVP.
- Pre-removal family activities. The Team must identify how the family spent time together prior to the child being removed from the home, and where appropriate facilitate visits that incorporate the pre-removal activities. Note that these should include school and preschool activities. It should be made clear to all parties that the parent is the Holder of Education Rights, unless these rights have been limited by the court.
- Available resources. The Team must evaluate all resources at the family's and caregiver's disposal to aid in family visitation/reunification and is encouraged to think creatively in developing additional resources. Note that the parents and family members should be afforded opportunities to participate in the removed child(ren)'s school functions and medical visits.
- Child(ren)'s Placement. The child(ren) should reside in the most appropriate placement that best facilitates the goals and objectives of the FVP.
- Caregiver's Needs. The Team must take into account the caregiver's needs, concerns and resources in developing the FVP.
- Case Plan Goals. The FVP should be utilized to assist the family in reaching case plan goals.
- Resources. Availability and limitations.

PARTICIPANTS' CONSIDERATIONS AND RESPONSIBILITIES

In developing the FVP, the Team shall take into account the specific needs of case participants. Moreover, the FVP must clearly define each participant's responsibilities in relation to visitation and clearly connect these responsibilities to the reunification objectives. Such needs and responsibilities should take into consideration the level of supervision required, the continuum of care to be provided to the child and the multitude of parties who can participate in the Team and visitation. The following guidelines, standards, and responsibilities should be considered for each of the following case participants:

In developing the FVP, the Team must assess the following in regards to the child's parent/legal guardian:

- Level of risk posed by parent, if any
- Transportation issues or problems
- Work, school or court-mandated program obligations
- Strengths/weaknesses

- Whether or not the parent is a Regional Center client or otherwise developmentally delayed
- Incarceration
- Institutionalization
- Court-ordered restrictions
- Relationship with caregiver

In developing the FVP, the Team must assess the following in regards to the child(ren):

- School obligations
- Community/extracurricular activities
- Therapy/counseling or other court-mandated sessions
- Child(ren)'s desire to spend time with peers
- Issues with transportation
- Safety with/between proposed visitors, given specific case history
- Child(ren)'s desire to participate in visitation with parents, siblings and other relatives
- Medical appointments or other medical considerations
- Address the child's anxieties and expectations
- Safe environment

In developing the FVP, the Team must consider the following in regards to caregivers:

- Willingness of caregivers to have the visitation occur in the home/facility
- Number of children in the home for whom visitation must be coordinated (not just children of case being reviewed).
- Impact on other children in home
- Transportation
- Space for accommodating visits
- Ability and appropriateness of caregiver to supervise visits
- Restrictions on the visitation the caregiver feels are needed

Team Facilitator

In relation to visitation, the Team facilitator is required to:

- Remain neutral with respect to all meeting participants.
- Model respectful interaction with the family, staff and other participants.
- Create an inclusive meeting environment.
- Manage the Team meeting, and facilitate the development of the FVP.
- Support DCFS best practices and procedures.
- Recognize and appropriately utilize all available resources.
- Guide the team towards generating creative solutions that address and ensure child safety.
- Work to develop a consensus among all Team participants.
- Focus on family strengths.

Parents/Legal Guardians

In relation to visitation or other contact with the child, the parent/legal guardian is required to:

- Ensure the emotional/physical safety and well-being of the child.

- Provide a drug/weapon/violence free environment and not be under the influence of alcohol or drugs during the visit.
- Ensure no unauthorized visitors are present.
- Provide transportation where possible (have a valid driver's license, car insurance and, if needed, a car seat.)
- Take parental role during interaction with child (For example, ask about school progress.)
- Plan and engage in the Team meeting and in between visits
- Plan age appropriate activities in the Team meeting and with the social worker and supervisor, making sure to bring specifically listed items such as food, diapers, special toys or games, and engaging the child(ren) throughout the visit.
- Respond to direction from the visitation supervisor, if applicable.
- Follow any pre-established visitation guidelines developed by the Team.
- Attend visits on time.
- Call as soon as possible to cancel a scheduled visit, but no later than twenty-four hours before the visit.
- Make contact with the child to explain cancellation or other visitation problems, if such contact is allowed.
- If incarcerated or institutionalized, initiate communication (i.e. phone calls, letters, e-mails) in accordance with the FVP.

Child(ren)

The Team will encourage the child(ren) to:

- Participate in the Team meeting to develop the FVP, where appropriate.
- Voice questions or concerns about visitation to the Team.
- List persons who should and should not be included in visitation.
- Discuss visits with the CSW, caregiver, parent, attorney or CASA after the visit.
- Provide information to the Team regarding feelings about on-going visitation and how the FVP should be revised.

Caregivers

Caregivers include foster parents, relative caregivers, FFA and group home staff, and non-related extended family caregivers.

In relation to visitation, caregivers are required to:

- Ensure the well-being of the child including the provision of emotional support.
- Comply with the finalized and/or court approved FVP.
- Participate in the Team meeting to develop and review the FVP as appropriate.
- Be familiar with the case plan.
- Inform the CSW of any problems in complying with the FVP (scheduling conflicts, etc).
- Respect the importance to the child of his/her family, and make every effort to ensure communication/interaction between the child and the family to the greatest extent possible. Where appropriate, this communication/interaction should include phone calls, mail and e-mail.
- Accommodate adjustments to the FVP to the greatest extent possible.
- Maintain contact with the CSW regarding visitation progress. This should include an objective description of the child's behavior before and after visitation.

- Maintain objectivity, and remain committed to the permanency plan.
- Share with the parent any changes or concerns related to the child's health and education.
- Prepare the child for visits. This should include describing the location of the visit to the child and what type of contact the child can expect during the visit to the greatest extent possible.
- Dress child in accordance with visitation facility (e.g., jails, drug treatment facilities) regulations as informed by the CSW or the facility.
- Provide transportation as negotiated in the FVP.
- Notify CSW of any unplanned contacts between the child and parent or caregiver and parent.

DCFS CSW

In developing and implementing the FVP, the CSW shall:

- Convene the Team meeting.
- Explain the Team meeting process to parent, caregiver, and child.
- Clearly identify the factors that required DCFS intervention (SDM assessments).
- Determine the need for supervised visitation, the type of supervision required[6], create a detailed supervision plan, and outline the roles and duties of the person providing the supervision.
- Identify, evaluate and approve visitation supervisors prior to the Team meeting, if need is anticipated.
- Articulate relevant family's strengths to be tapped and/or utilized during the visit, and document in the FVP.
- Collaboratively plan, with the parents, age appropriate activities for the parent(s) and child(ren) to participate in during visits.
- Ensure that the FVP is understood by the parent(s) and implemented as designed by the Team.
- Prepare parents for the range of reactions children may have to visits.
- Address barriers to the FVP's implementation.
- Work with Team to modify the existing FVP to conform to subsequent court orders.
- Explain facility requirements to caregivers if the child(ren) will be visiting incarcerated or institutionalized parents (e.g. dress code, gifts, food).
- When facilitating a visit, prepare the child for the visit. This should include describing the location of the visit to the child and what type of contact the child can expect during the visitation to the greatest extent possible. This is especially important in regard to children visiting incarcerated parents. At the end of the visit, prepare the child to transition back to the caregiver.
- Explain to the caregiver any specific requirements (i.e. dress code, gifts, food) the child must abide by during visits. This is especially important in regard to children visiting incarcerated parents.
- On an ongoing basis, evaluate the FVP through direct interviews with visitation participants and review of the visitation supervisor's logs, including determining whether the objectives are being met and any need to update the objectives.
- Inform the court of visitation progress, as detailed in the Dependency Court Reports memo on the required contents of DCFS reports, and provide the court with a copy of any visitation supervisor's logs.
- Evaluate and review the FVP at all Team meetings.
- Describe specific topics not to be discussed during visitation, such as the court case or making unrealistic promises.

[6] Throughout this document, the term supervisor is intended to cover the full range of supervisory roles, from a parenting coach to an observer whose only role is to ensure that a parent is not inappropriate during a visit. The level of supervision required may shift along the continuum throughout the course of the case. The TEAM must clearly define what type of supervision is needed at each stage of the case.

- Give parents suggestions for what to say at the beginning and end of the visit and topics to discuss with child(ren) during the visit.
- Ensure caregivers are aware of their role in family reunification, of the parents' strengths and how visitation supports family reunification.
- Contact affected parties in regards to scheduling conflicts and, where necessary, reconvene the Team to resolve these conflicts.
- Provide a copy of the FVP, as well as any changes to the FVP, to all affected parties, including parents, children 10 year of age and older, attorneys, caregivers and the court.
- Provide relative caregivers with referrals to kinship resource centers, as appropriate.

Visit Supervisors

In fulfilling their obligations pursuant to the FVP, visitation supervisors are required to:

- Ensure the physical and emotional safety of the child.
- Comply with the FVP and court orders.
- Understand his/her role as supervisor in regard to the relevant case issues and purpose of visits in relation to the case plan.
- Place no other restrictions on the visitation other than those already established by the Team, except in the case of an emergency when the child's safety is jeopardized.
- Encourage positive interaction between child and family.
- Model appropriate parent-child interactions.
- When outlined in the FVP assist parent with parenting skills. If the FVP requires such coaching, then the coach must be qualified and have sufficient training. Describe any problems with parent's skills (away from the child) where an objective of the visitation is to build parenting skills.
- Develop a signal for the child to use to indicate discomfort or fear during the visit.
- End the visitation session should the child experience undue discomfort or high anxiety.
- Terminate the visit if visiting party will not conform to the guidelines established in the FVP. Give one warning before ending visit, where appropriate.
- Complete Visitation Supervision Log at the end of each visit. Provide a copy of this log to the CSW.

Siblings

Where appropriate, siblings shall:

- Participate in the Team meeting to develop the FVP.
- Voice questions or concerns about visitation to the Team.
- Discuss visits with the CSW, caregiver, parent, attorney or CASA after the visit.

JUDICIAL OFFICERS' AND ATTORNEYS' CONSIDERATIONS AND RESPONSIBILITIES

Judicial Officers

Judicial Officers:

- Set minimum standards for visitation.
- Review the FVP and modify if necessary.

Attorneys

In regard to the development and implementation of the FVP, all attorneys involved in the dependency proceedings have an obligation to communicate their client's concerns regarding visitation to the dependency court and other parties within the confines of the attorney/client privilege. All attorneys should communicate other parties' concerns to their own client where appropriate and bring their own client's concerns to the court's attention. Additionally, specific attorneys have the following responsibilities in regards to the FVP and visitation:

- Parent's Attorney
    - Maintain contact with client.
    - Communicate visitation plan and guidelines to the parent.
    - Answer any questions the parent may have with respect to the FVP.
    - Review the FVP to ensure it is consistent with court orders.
- Child's Attorney
    - Provide input to the CSW for the development of the FVP.
    - Take an active role in implementing the FVP, when appropriate.
    - Relay court-ordered visitation or responsibilities to both the child and his/her caregiver.
    - Discuss with the child and his/her caregiver the transportation arrangements, visitation location and visitation purpose as outlined in the FVP.
    - Review the FVP for adequacy in meeting the child's needs.
    - Review the FVP to ensure it is consistent with court orders.
- County Counsel
    - Review the FVP to ensure it is consistent with court orders.

FAMILY VISITATION PLAN ELEMENTS

Visitation Objectives (reason for each visit)

After evaluating the strengths and needs of the family, the Team must identify the family's barriers to reunification and develop visitation objectives designed to overcome each barrier. For example, possible reasons for visitation may include: (1) establishing and/or strengthening the parent-child relationship and securing the family bond; (2) instructing parents in child care skills; (3) helping parents gain confidence in meeting the child's needs; (4) identifying and assessing potentially stressful situations between parents and their children; (5) providing time for the family to play together or otherwise spend time with one another; and (6) helping families transition to a family permanency plan.

A statement must be made in the FVP describing the purpose for the family visit and connection to the needs of the family.. Note that the visitation objectives may change over the life of the dependency case.

Frequency of Visits

Visitation frequency should correspond to the child's age and developmental stage and be consistent with the family's permanency goal. The frequency guidelines in the chart below pertain to face-to-face visits. While additional communicative means such as phone calls, letters, etc. can and should be used to strengthen the bond between parent and child, they are not to be used as an alternative to face-to-face visits. The Team shall utilize the following developmental guidelines in establishing the frequency and duration of visits:

Developmental Visitation Guidelines	
Age	**Frequency/Duration of Visits**
0 – 6 Months	• Daily visits are optimal. • Families should visit at least three times a week for 30-60 minutes. • During this developmental period, the focus should be on short, frequent visits.
6 – 12 Months	• Families should visit at least three times a week for one hour. • Children in this developmental period begin to attach to caregivers. Therefore, visits should be scheduled so as to verify the parent as the child's primary caregiver.
1 – 4 Years	• Families should visit at least twice a week for 1 1/2 hours. • Separation during this timeframe can create developmental problems for the child. Potential separation anxiety necessitates frequent visits for a longer duration to affirm the parent's role as primary caregiver. • All desires from verbal children should be solicited and considered.
5 – 12 years	• Families should visit at least once a week for two or more hours. • Children in this developmental stage can tolerate more time between visits. • Note that once the child starts school, the visitation plan should be expanded so that the parent can attend school/community-based activities as well.[7]
13 – 15 Years	• Families should visit at least once a week for two or more hours. • The Team must take into consideration the child's desires.
15 – 18 Years	• No recommendation regarding the specific frequency/duration of visits. • Child's desires should be strongly considered in creating the FVP.

[7] Note that a parent's participation in a non-interactive activity (such as watching the child's baseball game or attending a music recital) does not replace a family visitation session and is not considered a visit. However, such activities are strongly encouraged.

Unless the FVP specifically states why the above guidelines are not feasible, the frequency and duration of visits are to be defined by the age of the child, as indicated in the chart. The Team must also take into consideration the developmental level of the child. With all verbal children, the Team is required to solicit the child's desires regarding visitation and to take such desires into consideration as appropriate.

Visitation must include time for the parent to focus exclusively on the child. To supplement this direct focus time, the Team should consider additional contact time during children's extracurricular activities (such as sporting events), doctor's visits, school meeting, preschool sessions and IEP meetings where appropriate. The parents' attendance at such meetings and events does not replace a visitation session.

The FVP should specifically state the date that visitation is to begin, the length of the visits and the start and end time of the visits. If specific times cannot be set, the FVP should list the person responsible for arranging the visits. The FVP should also list the necessary resources to facilitate visitation. **Note that the frequency and duration of the visits should increase as the family moves toward reunification. The FVP should also anticipate the need for flexibility in start and end times (such as giving the supervisor discretion to extend a visit to allow the parent to finish reading a book to the child).**

Additional Visitation Contacts

The FVP should include additional ways (alternative communication means) to facilitate contact between the child and family members as well as other significant people in the child's life, where appropriate. These means may include, but are not limited to:

- Telephone calls (including the provision of calling cards)
- Letters
- E-mails or instant messaging
- Exchange of photographs and video tapes
- Videophone sessions
- Adjunct activities

Note that these alternatives should only be used in addition to face-to-face visitation or where face-to-face visitation compromises the child's safety or well-being. As with face-to-face visitation, the FVP shall include the times, frequency, duration and supervision level required for these alternative contacts.

In general, children have the right to private telephone calls. In addition, a child's outgoing or incoming mail should not be opened. However, if the Team determines that these contacts are detrimental to the child, they can be specifically limited in the FVP.

Persons to Participate in Visitation

The FVP must clearly identify who is to participate in the visits. Moreover, the FVP must list contact information for every visitation participant. A list of all persons prohibited from the visitation should be included in the FVP. Note that different participants will attend each visitation depending on the type of visit that is to be facilitated. For example, if a purpose of the visit is to teach parenting skills, the Team may decide that only the parent and the child should visit. However, if the purpose of the visit is to facilitate family bonding, all family members may be encouraged to attend the visit.

Visitation for Teen Dependent Parents and their Children

When the parent is a dependent of the court, and the parent and child are either not residing together or are residing together with restrictions placed on the parent's contact with the child, the FVP should address

issues specific to teen parents. The FVP must provide for both access and opportunity for meaningful visitation, as appropriate.

The FVP for teen parents should take into consideration the existing or planned Shared Responsibility Plan, pursuant to WIC 362.1.

The supervisors for teen parent visits should understand that often teens interact with their children differently than older parents and that the behavior of teen parents should be evaluated with that understanding.

Sibling Visitation

Given the strong bond between most siblings, the Team must facilitate sibling visits and the FVP must provide for regular and frequent visitation between siblings, unless inappropriate. Reasons to not permit visitation or contact with a sibling may include: (1) the CSW is concerned that the sibling may coach or otherwise harass the child; (2) the child was subjected to severe physical abuse at the hands of the sibling; or (3) the child was the victim of sexual abuse by the sibling. Before making any determination to prohibit visitation, the CSW should first evaluate whether a supervised visit would alleviate concerns regarding the contact. In cases where one child of the sibling group is placed in an adoptive home, sibling contact should be attempted, as appropriate.

The FVP must include a statement regarding how sibling visitation will be facilitated. Whenever possible, siblings should visit together within the context of whole family visitation. However, where parents cannot visit with the removed child, then sibling only visits shall be scheduled. The Team can help to maintain on-going contact between siblings by recommending:

- that one CSW be assigned to the sibling group
- placement of the child within his/her home neighborhood or home school district
- placement of the sibling group with the same caregiver whenever possible
- that children be permitted to take shared vacations
- joint therapy sessions for siblings
- siblings be enrolled in the same childcare or after school programs.

Type of Supervision

The FVP shall include the type of supervision, if any, required during the visitation. Unless the FVP specifically states the reasons why supervised visits are required, or the court otherwise orders visits to be supervised, all visits should be unsupervised.. Where the Team finds that supervised visits are necessary, the Team shall document in the FVP how supervision will ensure the child's safety and support the objectives of the FVP. The reasons for requiring supervised visits may include the need to: (1) facilitate interactions between the parent and the child; (2) model positive parenting behavior; and (3) mediate conflicts between the parent and child. Visits should be supervised where the child's safety and well-being are compromised. Specifically, supervised visits should be considered where: (1) a family member is physically/emotionally abusive to a child; (2) a parent makes unrealistic or inappropriate promises to the child; (3) the child is afraid of being alone with the parent; (4) the child was removed for sexual abuse and/or severe physical or emotional abuse, and a therapist or social worker has not indicated that unsupervised visitation is appropriate; (5) the child is at risk of being abducted; (6) a parent has previously coached the child, (7) a parent tests positive for drugs; and (8) the child reacts negatively to visitation.

Where supervised visitation is required, the FVP shall include arrangements for the supervision, and, when possible, list the name and contact information of the supervisor. The supervisor shall be an unbiased person. The FVP shall describe the qualifications of an approved supervisor and link these qualifications to

the visitation objectives. In addition, the FVP should set forth any negotiated and/or required visit conditions established by the Team and include any agreed upon "do's and don'ts" (including issues around food, candy, gifts, books and toys). Every effort should be made to ensure that the same supervisor is used at every visit. Finally, at the end of every visit, the supervisor shall assist the parent in preparing for the next visitation session (e.g., time, location, restrictions in FVP, items to bring, etc.).

Visit Location

The visit location should be as family-like as possible. The visitation environment should be the least restrictive, most appropriate setting to carry out the activities toward achieving the objectives of the FVP. The Team should first consider the family home. Where children cannot visit in the home, other locations may include the caregiver's home, relatives' homes, parks or shopping malls, and FFA or DCFS offices (only when no more suitable location can be identified).

When selecting a location for visits, the Team must consider the suitability of the environment for developmentally related activities and the required transportation involved. The Team should take into account the parents' attitudes and feelings about the child's caregivers as well as the caregiver's willingness and capacity to be involved in visitation.

Visitation Problems

The FVP shall establish procedures for handling circumstances in which problems arise with the visitation. For example, in the case where parents are uncooperative visitation participants (this may include times in which the parent is absent frequently from visits or exhibits destructive behavior during the visits), the FVP should outline procedures to mitigate the effects on children (such as terminating the visits or, in the case of absenteeism, scheduling future visits within the child's daily activities or at the home of a relative so the child can still visit with family). Also, the FVP must take into consideration the ramifications of cancelled visits. **Visitation may never be used as a punishment or reward**. For example, if a parent cancels a visit or is late, does the parent lose a visitation session, or is the parent allowed to reschedule? What happens when a caregiver cancels a visit? All such circumstances and appropriate consequences shall be described in the FVP.

When conflicts in scheduling, time or location occur, the Team shall consider solutions and alternatives that best facilitate successful visitation between parents and children. At all times, the importance of the partnership between the caregivers and birth parents shall be underscored

Visiting in Specific Situations

Certain situations may require the Team to structure the visitation sessions, or to disallow any visitation between the child and certain family members. The following chart outlines common circumstances in which the Team must pay additional attention to the design of the FVP.

Circumstance	Team Response in FVP
Incarcerated Parent	• The Team shall carefully consider what visitation/contact is appropriate. • Visitation must be facilitated if the facility at which the parent is placed is a reasonable distance from the child's residence, unless such contact would be detrimental to the child. • If face-to-face visits are not feasible or are otherwise inappropriate, the Team shall consider phone calls and/or other communicative means. • The CSW must investigate what the particular facility requires to secure permission for the child to visit, who can accompany the child to visits, and how frequently the child is allowed to visit the parent. The CSW should also inquire as to the facility's policies regarding dress code, gifts and food. Such information shall be brought to the Team. The CSW should also investigate programs in which the parent can remain with the child. • The CSW must explain to the child what he or she should expect during the visit to the facility. • At all times, the Team shall examine the child's feelings in visiting the parent in jail or prison. • The CSW and caregiver shall prepare the child to comply with facility regulations.
Chemical Treatment Program	• The Team shall assess the child's feelings about visiting the parent in such an institution. • The CSW shall investigate the facility's visitation policies in order to assist the Team in structuring the FVP. The CSW shall investigate programs where the child can be with the parent during the treatment.
Mental Health Placement or Hospitalization	• In determining whether or not visitation is appropriate when the parent is placed in a mental health facility, the Team shall consider the child's desires and needs, the parent's desires and needs, the parent's level of functioning, the specific mental disorder being treated, and the recommendation of the parent's therapist. • Where visitation is appropriate, the CSW shall investigate the facility's visitation policies in order to assist the Team in structuring the FVP.
Domestic Abuse	• In cases of violent confrontation between parents, the Team should not schedule visits with both parents together until an intervention or treatment specialist determines that such visits do not pose a threat to any family member. • Safety should be the Team's paramount concern in regard to the child and the domestic violence victim, especially upon initial contact. • Confidentiality regarding residences and contact information should be maintained where a danger is posed by a parent. • The FVP must be consistent with any criminal court orders. Also, the Team shall abide by any restraining orders placed on a family member in developing the FVP. • The Team can arrange for different visiting schedules for both parents and safe drop-off/pick-up locations. • A safety plan should be in place should a batterer who is excluded from family visits unexpectedly appears at visitation.

Sexual Abuse	• Visits should not commence between the child and his/her abuser if the Court determines that such visits would be detrimental. To assist the Court in determining whether or not visitation would be detrimental, the Team should obtain input from the abuser's therapist. • Visits should occur with therapist or other support person present.
Permanency	• Visitation should not necessarily end once reunification services are terminated. In recommending termination of family reunification services, DCFS should make a recommendation to the juvenile court as to whether visitation should be modified. • The Team shall consider whether or not to permit visitation when a freed minor is an older child in a non-adoptive home and the parents have matured or their circumstances have otherwise changed.

Transportation

The FVP shall clearly delineate who is responsible for transporting the child to the visit location. Where the parent is responsible to transport him/herself, the Team will ensure that the visitation location is as convenient as possible for the parent and that the parent has adequate means of transportation. Transportation funds should be made available as necessary and where appropriate.

Safety Planning

Every FVP should include an action plan in the event that an emergency arises. Such a plan must state the responsible party to be contacted and what further steps should be taken by all relevant parties.

Team Agreement

The FVP shall contain a signature page listing the names and contact information of the persons participating in the FVP development. All participants shall sign the page indicating their consent to, approval of, or receipt of the plan. Once signed, the FVP will be distributed to parents, caregivers, supervisors, attorneys, the dependency court and children ten years of age or older.

Changes to the FVP

Visits can be limited or terminated immediately, without consulting the Team or the court, where there is imminent danger to the child's life, safety, health or well-being of any of the visit participants. Such action must be well documented, and an Team meeting shall be convened as soon as possible, unless DCFS is requesting a no contact order from the court.

Other than the above-described situation, any changes to the FVP must be made with the Team members, most likely during the FVP Review. However, changes can also be initiated by the CSW without convening a Team meeting by calling/emailing all affected parties regarding the changes and obtaining their input and consent. In modifying the FVP, the Team shall also consider any problems with visitation indicated by parents. All changes should take into consideration the best interest of the child, any ongoing risk associated with the child's contact with the family, and the family's progress towards reunification. The revised FVP must be distributed to parents, caregivers, supervisors, attorneys, the dependency court and children ten years of age or older. It is important to note that visitation objectives will evolve based on the family's success in reaching prior objectives. So long as reunification is the goal, the Team should work towards liberalizing and increasing visitation when the parent is in compliance with the case plan.

The CSW shall report to the child's attorney any significant changes to the visitation plan that deviate from the current Court order. Further, unless the Court specifically provided discretion to DCFS to make such visitation plan changes in a particular case, the CSW shall file the appropriate motion or petition to request the court order the change.

BIBLIOGRAPHY

Casey Family Programs. *Siblings in Out-of-Home Care: An Overview.* National Center for Resource Family Support.

Children's Commission Collaborative. (2004). *Family Reunification Report.* The Department of Children and Family Services and the Commission for Children and Families.

Cohen, C. (2004). *Planning a Child's Tomorrow Today.* Polk County Model Court, Des Moines, Iowa.

Community Services Department Child and Family Services Division. (2005). *Visitation/Family Access Guide.* Olmsted County, Rochester, Minnesota.

Department of Children and Family Services. (2001). *Face-to-Face Visits: Child with Other Family Members.*

Department of Children and Family Services. (2005). *Procedural Guide: Quality-of-Life in Out-of-Home Care: Reporting Concerns.*

Department of Children and Family Services. (2001). *Monitored Visits/Contact.*

Edwards, L. (2003). Judicial Oversight of Parental Visitation in Family Reunification Cases. *Juvenile and Family Court Journal,* 1-24.

Erie County Permanency for Children Collaborative. *Best Practices in Family Visiting.*

Georgia Model Courts Project/Child Placement Project, and the National Council of Juvenile and Family Court Judges. (2004). *Visitation Protocol Project: Providing Appropriate Family Time for Children in Foster Care.* 5th Draft-October 5, 2004.

Hess, P. (2003). *Visiting Between Children in Care and Their Families: A Look at Current Policy.* The National Resource Center for Foster Care and Permanency Planning, Hunter College School of Social Work.

In re Celine R., 1 Cal. Rptr. 3d 432 (Cal. Sup. Ct. 2003).

Lillas, C., Langer, L., and Drinane, M. 2004. Addressing Infant and Toddler Issues in the Juvenile Court: Challenges for the 21st Century. *Juvenile and Family Court Journ*al, 81-96.

Model Court Lead Judges Subcommittee. (2004). *Visitation Information.* PPCD Advisory Committee Meeting, January 15, 2004.

Reiner, D. (2004). *Memorandum: Sibling Statutes.*

Simmons, C. 2003. *California Law and the Children Prisoners.* California Research Bureau, California State Library.

SUBCOMMITTEE MEMBERS

The Drafting Subcommittee consisted of the following members:

Jackie Acosta, DCFS Deputy Director
Susie Barkley-Jones, Relative Caregiver, KEPS/FKCE Trainer
William Bedrosian, DCFS, Assistant Regional Administrator
Rose Belda, Deputy County Counsel
Maria Camarillo, DCFS, Training Manager
Mary Jo Cysewski, DCFS, Policy Analyst
Valerie Grab[8], Superior Court, Research Attorney
Helen Kleinberg, Commission for Children and Families
Mark Miller, DCFS, Training Director
Marilyn Mordetsky, Juvenile Courts Bar Association
Brenda Robinson,Children's Law Center of Los Angeles
Joi Russell, DCFS Division Chief
Nina Aguayo Sorkin, Commission for Children and Families
Jenna Valentine, Child Welfare Policy Assistant, Association of Community Human Service Agencies
Judge Emily A. Stevens, Visitation Guideline Committee Co-Chair
Judge D. Zeke Zeidler, Visitation Guideline Committee Co-Chair

[8]Special thanks to Valerie Grab for her work in drafting this document.

CONTRACTOR'S OBLIGATIONS UNDER HIPAA

Under this Contract, CONTRACTOR provides services to COUNTY and CONTRACTOR receives, has access to, and/or creates Protected Health Information, as defined below, in order to provide those services. COUNTY is subject to the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated under HIPAA, including the "Standards for Privacy of Individually Identifiable Health Information" which are located in Title 45 of the Code of Federal Regulations, Parts 160 and 164 ("Privacy Regulations"). The Privacy Regulations mandate certain protections for the privacy and security of Protected Health Information. The Privacy Regulations also require COUNTY to enter into an agreement with CONTRACTOR in order to obtain satisfactory assurance from CONTRACTOR that CONTRACTOR will appropriately safeguard the Protected Health Information. Disclosure to or use of Protected Health Information by CONTRACTOR is prohibited if such an agreement is not in place. Therefore, the parties agree to the terms of this Exhibit Y.

1.0 DEFINITIONS

1.1 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside CONTRACTOR's internal operations, or to other than its employees.

1.2 "Individual" means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.3 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by CONTRACTOR from or on behalf of COUNTY. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by CONTRACTOR from or on behalf of COUNTY, or is created by CONTRACTOR, or is made accessible to CONTRACTOR by COUNTY.

1.4 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production

of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

1.5 "Services" has the same meaning as in this Contract.

1.6 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within CONTRACTOR's internal operations.

1.7 Terms used, but not otherwise defined, in this Contract shall have the same meaning as those terms in the Privacy Regulations.

2.0 OBLIGATIONS OF CONTRACTOR

2.1 Permitted Uses and Disclosures of Protected Health Information. CONTRACTOR:

(a) Shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sub-sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Exhibit Y;

(b) Shall Disclose Protected Health Information to COUNTY upon request;

(c) May, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is required by Law.

CONTRACTOR shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information. CONTRACTOR warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Contract. CONTRACTOR agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

2.3 Reporting Non-Permitted Use or Disclosure. CONTRACTOR shall report to COUNTY each Use or Disclosure that is made by CONTRACTOR, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Contract. The initial report shall be made by telephone call to the appropriate Department, within forty-eight (48) hours from the time the CONTRACTOR first becomes aware of the non-permitted Use or Disclosure, as follows:

Chief Information Office Privacy Officer

213-974-2166

The initial telephone report shall be followed by a full written report no later than ten (10) business days from the date the CONTRACTOR becomes aware of the non-permitted Use or Disclosure, and shall be sent to COUNTY's Chief Information Privacy Officer at:

Chief Information Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple Street, Suite 493
Los Angeles, CA 90012

2.4 Mitigation of Harmful Effect. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a Use or Disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Contract.

2.5 Availability of Internal Practices, Books and Records to Government Agencies. CONTRACTOR agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining COUNTY's compliance with the Privacy Regulations. CONTRACTOR shall immediately notify COUNTY of any requests made by the Secretary and provide COUNTY with copies of any documents produced in response to such request.

2.6 Access to Protected Health Information. CONTRACTOR shall, to the extent COUNTY determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by COUNTY available to the Individual(s) identified by COUNTY as being entitled to access and copy that Protected Health Information. CONTRACTOR shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from COUNTY. CONTRACTOR shall provide copies of that Protected Health Information within five (5) business days after receipt of request from COUNTY.

2.7 Amendment of Protected Health Information. CONTRACTOR shall, to the extent COUNTY determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by COUNTY. CONTRACTOR shall make such amendment within ten (10) business days after receipt of request from COUNTY in order for COUNTY to meet the requirements under 45 C.F.R. § 164.526.

2.8 Accounting of Disclosures. Upon COUNTY's request, CONTRACTOR shall provide to COUNTY an accounting of each Disclosure of Protected Health Information made by CONTRACTOR or its employees, agents, representatives or subcontractors. However, CONTRACTOR is not required to provide an

accounting of Disclosures that are necessary to perform the Services if such Disclosures are for either payment or health care operations purposes, or both. Any accounting provided by CONTRACTOR under this Sub-section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Sub-section 2.8, CONTRACTOR shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. CONTRACTOR shall provide to COUNTY, within ten (10) business days after receipt of request from COUNTY, information collected in accordance with this Sub-section 2.8 to permit COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

3.0 OBLIGATION OF COUNTY

3.1 Obligation of COUNTY. COUNTY shall notify CONTRACTOR of any current or future restrictions or limitations on the use of Protected Health Information that would affect CONTRACTOR's performance of the Services, and CONTRACTOR shall thereafter restrict or limit its own uses and disclosures accordingly.

4.0 TERMS AND TERMINATION

4.1 Term. CONTRACTOR's obligations under Sub-sections 2.1 (as modified by Sub-section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Contract.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Contract, upon COUNTY's knowledge of a material breach by CONTRACTOR, COUNTY shall either:

(a) Provide an opportunity for CONTRACTOR to cure the breach or end the violation, and terminate this Contract if CONTRACTOR does not cure the breach or end the violation within the time specified by COUNTY; or

(b) Immediately terminate this Contract if CONTRACTOR has breached a material term of this Contract and cure is not possible; or

(c) If neither termination nor cure is feasible, COUNTY shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Contract, CONTRACTOR shall return or destroy all Protected Health Information received from COUNTY, or created or received by CONTRACTOR on behalf of COUNTY. This provision shall apply to Protected Health Information that is in the possession of subcontractors or

agents of CONTRACTOR. CONTRACTOR shall retain no copies of the Protected Health Information.

(b) In the event that CONTRACTOR determines that returning or destroying the Protected Health Information is infeasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make it infeasible. If return or destruction is infeasible, CONTRACTOR shall extend the protections of this Contract to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as CONTRACTOR maintains such Protected Health Information.

5.0 MISCELLANEOUS

5.1 No Third Party Beneficiaries. Nothing in this Contract shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.2 Use of Subcontractors and Agents. CONTRACTOR shall require each of its agents and subcontractors receiving Protected Health Information from CONTRACTOR, or creating Protected Health Information for CONTRACTOR, on behalf of COUNTY, to execute a written agreement obligating the agent or subcontractors to comply with all the terms of this Exhibit Y.

5.3 Relationship to Agreement Provisions. In the event that a provision of this Exhibit Y is contrary to any other provision of this Contract, the provision of this Exhibit Y shall control.

5.4 Regulatory References. A reference in this Contract to a section in the Privacy Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Contract shall be resolved in favor of a meaning that permits COUNTY to comply with the Privacy Regulations.

5.6 Amendment. The parties agree to take such action as is necessary to amend this Contract from time to time as is necessary for COUNTY to comply with the requirements of the Privacy Regulations.

DISCHARGE SUMMARY FOR DCFS: FOSTER FAMILY AGENCY[1]

1. What was the reason for the child's exit from the certified family home?

2. Who determined the child was ready to leave the certified family home?

3. Was the child discharged to Permanency?

   Yes [ ] No [ ]

   If "yes," check one: Reunification [ ] Adoption [ ] Legal Guardian [ ]

   Provide the address to which the child was discharged, if available:

4. Was the child discharged according to their Permanency Plan?

   Yes [ ] No [ ]

5. Was the child discharged to a less restrictive environment?

   Yes [ ] No [ ]

   If "yes" indicate whether to: Parent(s) [ ] Relative Home [ ] FFH [ ]
   SFH [ ][2]

6. Did the child meet their Needs and Services Plan goals prior to discharge?

   ILP/Emancipation goals: Yes [ ] No [ ]

   Educational goals: Yes [ ] No [ ]

   Mental Health Treatment goals: Yes [ ] No [ ]

7. What was the agency's assessment of the child's level of functioning upon discharge?

8. What was the Agency's recommendation for continued services for the child (individual/conjoint counseling, special education services, etc.)?

---

[1] For DCFS Placed Children, complete and send to DCFS Out of Home Care Management, Division Chief, 9320 Telstar Avenue, Suite 216, El Monte, CA 91731. For Probation youth, contact the Central Placement OHC Unit at (323) 226-8600.
[2] FFH (foster family home); SFH (small family home).

INTENTIONALLY LEFT BLANK

INTENTIONALLY LEFT BLANK

EXHIBIT CC

ADMINISTRATION OF CONTRACT

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO. _____

CONTRACTOR'S PROGRAM DIRECTOR:

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following address:

Address: _____

_____

EXHIBIT DD

WELFARE AND INSTITUTIONS CODE SECTION 18358-18358.36

18358. The definitions contained in this section shall govern the construction of this chapter, unless the context requires otherwise:

(a) "Department" means the State Department of Social Services.
(b) "Eligible children" means children who meet all of the following conditions:
(1) Children who are emotionally disturbed, as evidenced by a history that may include, but is not limited to, all of the specific behavior management problems:
(A) Lying.
(B) Stealing.
(C) Verbal or physical aggression.
(D) Unacceptable sexual behavior.
(E) Attempts at self-mutilation or suicide.
(F) Defiant and oppositional behavior.
(2) Children who, as a result of their emotional disturbance, have been either:
(A) Placed in a group home with a rate classification level of 12 or higher pursuant to Section 11462.
(B) Assessed by the child's county interagency review team as at imminent risk of psychiatric hospitalization or placement in a group home with a rate classification level of 12 or higher pursuant to Section 11462.
(3) Children who have successfully completed the group home program, except children on probation or otherwise in the custody of the juvenile court for any violent felony, as defined in subdivision (c) of Section 667.5 of the Penal Code.
(4) Any child who is voluntarily placed in a group home with a rate classification level of 12 or higher pursuant to Section 7572.5 of the Government Code.

18358.05. (a) The department shall implement intensive treatment foster care programs for eligible children.
(b) (1) The department shall implement the program in any participating county that applies for and receives the department's approval for an intensive treatment foster care program rate.

EXHIBIT DD

(2) Upon application to the department, the county shall do all of the following:

(A) Identify the population of children to be served, of whom not more than 20 percent shall be children described in paragraph (2) of subdivision (b) of Section 18358.

(B) Certify that participating foster family agencies have the required personnel, administrative support, financial services, and resources to successfully participate in the program.

(C) Project savings or cost neutrality to the state General Fund.

(D) Provide a plan for monitoring the participating foster family agencies for compliance with this chapter.

(3) Each participating foster family agency may, with the approval of the host county, accept placements from counties other than the host county.

18358.10. Each foster family agency participating in this program shall enter into a contract or memorandum of understanding with the county and provide all of the following personnel and administrative and support services:

(a) (1) Special attention to the selection and training of foster parents.

(2) All participating foster parents shall be provided with at least 60 hours of training in the care of emotionally disturbed children and 12 hours of ongoing in-service training per year. Training shall include, but not be limited to, working with abused and neglected children, progressive crisis intervention, and cardiopulmonary resuscitation. All training shall be completed prior to the child's placement in the home. In two-parent homes, placement may be made after one parent has completed 60 hours of training, provided that the second parent has completed 40 hours of training and completes an additional 20 hours of training within the first six months of placement.

(3) Foster parents shall be provided with all necessary support services.

(b) Caseloads for participating social work case managers that average eight children, except as provided in paragraph (1) of subdivision (b) of Section 18358.30.

(c) Therapists for the provision of therapy to the child, the biological parents of the child, and the foster parents of the child.

(d) The specific assignment to each certified family home of a

EXHIBIT DD

trained support counselor with experience in residential treatment.

(1) The support counselor shall have one of the following:

(A) A bachelor's degree in a social science related field and at least six months of experience in working with emotionally disturbed children in institutional settings.

(B) An associate degree in a social science related field and have at least one year's experience in working with emotionally disturbed children in institutional settings.

(2) Each participating foster family agency shall provide each support counselor with 60 hours of training to include, but not be limited to, working with abused and neglected children, progressive crisis intervention, cardiopulmonary resuscitation, and developing treatment plans for emotionally disturbed children. All training shall be completed prior to placing a child in a certified family home for which the support counselor is assigned responsibility.

(3) Each support counselor shall do all of the following:

(A) Provide support service to the child and the foster family. This service shall include, but not be limited to, structuring a safe environment for the child, collateral contacts, and any administrative or training functions necessary to implement the child's needs and services plan. The child's needs and services plan shall ensure that services meet the child's needs and are appropriate to and consistent with the minimum level of service specified in Section 18358.30. The child's individual needs and services plan shall be reviewed and approved by the certified foster parents.

(B) Arrange for coordination services with local education agencies and the service provider's nonpublic school, where applicable.

(e) A 24-hour on call administrator who is available to respond to emergency situations.

18358.15. (a) Each foster family agency participating in the program shall provide or arrange for all the following services for children placed in foster care:

(1) Individualized needs and services plans that ensure continuity and stability in the placement of emotionally disturbed children in certified family homes that meet the needs of children making the transition from institutional placement to noninstitutional placement. The needs and services plan for each child in placement shall describe the specific needs of the child and the appropriate level of services provided to the child pursuant to Section 18358.30.

EXHIBIT DD

(2) Education and mental health services for children.
(3) Therapeutic after-school programs for children.
(4) In-home and support services necessary to implement the case plan.
(5) Other necessary services for children in placement, including medical and dental services.
(b) No more than one emotionally disturbed child shall be placed in a certified family home unless the participating foster family agency provides the county welfare department with a written assessment of the risk and compatibility of placing two emotionally disturbed children together. More than two emotionally disturbed children who are siblings may be placed together in the same certified family home if the placement is approved by the interagency review teams of the placing county and the participating county. However, there shall be no more than a total of five children living in a certified family home with two adults, and there shall be no more than a total of three children living in a certified family home with one adult, except in cases where children living in the home other than those placed pursuant to this chapter are 15 years of age or older.
(c) Any use of physical contact to manage the behavior of a child that is reported to the foster family agency pursuant to Section 18538.25 shall in turn be reported by the foster family agency to the Community Care Licensing Division of the department as a special incident pursuant to Section 80061 of Title 22 of the California Code of Regulations.

18358.20. In addition to the requirements of Sections 18358.10 and 18358.15, any foster family agency that serves children under this program shall have a contract or memorandum of understanding with the county prior to accepting referrals of children. The plan shall identify how the foster family agency will provide the following services and activities:
(a) An effective 24 hours a day, seven days a week social work emergency response service. The plan shall include the criteria for an in-person response and define the time frame in which in-person response will be made.
(b) Psychiatric coverage available as needed for psychiatric emergencies.
(c) Development of a treatment plan approved by the placing county

EXHIBIT DD

for each child within one month of placement that addresses all of the following:

(1) The child's needs for therapy.

(2) Behavior modification services.

(3) Support counselor services.

(4) Psychotropic medication and monitoring.

(5) Respite services.

(6) Family therapy and other services needed to return the child home.

(7) Education liaison services as needed to maintain the child in the classroom.

(d) A system for recruiting, training, and supervising qualified in-home support counselors.

(e) A system of record keeping that documents the delivery of treatment services to each child. This documentation shall be summarized and submitted on an annual basis to the county. Each agency shall report the type and cost of the services delivered.

(f) Written policies and procedures on how the program will be structured to ensure the safety of the child, how suicide attempts, runaways, sexual acting out, violent and assaultive behavior will be handled, and what will occur to reduce or eliminate future episodes.

(g) Written procedures on frequency of treatment plan review, modifications of treatment plans, and the role of the foster family and the child's parents in development of the treatment plan.

(h) A process for recruitment, selection and training of foster parents, including respite foster parents. The training curriculum shall include the following areas, at a minimum:

(1) Alternative forms of discipline.

(2) Child growth and development.

(3) Behavior management techniques.

(4) Differential needs and treatment of children.

(5) Crisis prevention and intervention.

(i) Provision of respite care services and frequency of respite care.

(j) Social work staffing patterns. Social workers shall have a master's degree consistent with subdivision (e) of Section 1506 of the Health and Safety Code, and shall have at least one year of experience working with seriously emotionally disturbed children.

(k) Other staff or contract services to be utilized in service delivery, the tasks and responsibilities of those individuals, and the training they will receive.

(l) An evaluation component that includes quarterly reporting to

EXHIBIT DD

the department of the following data, by age group. The department shall publish the data annually.

(1) Number of children placed under this chapter.

(2) Outcomes for children referred to the program, including:

(A) Percentage of children returned to a more intensive program.

(B) Percentage of children hospitalized.

(C) Percentage of children discharged to own home.

(D) Percentage of children continuing in placement.

(3) Services provided to children and families, including:

(A) Number of in-home support counselor hours per child.

(B) Number of psychiatrist hours per child.

(C) Number of emergency social work hours per child.

(D) Number of families receiving family therapy services and number of families receiving this service on a weekly basis.

(m) A plan for surveying placing counties annually to ascertain and report to the department on the following:

(1) Quality of services provided.

(2) Progress toward treatment goals.

(3) Satisfaction with services provided.

18358.23. In addition to the requirements of paragraph (2) of subdivision (b) of Section 18358.05, county welfare departments in participating counties shall do all of the following:

(a) Determine the placement of eligible children in intensive foster care programs. All children placed in the programs shall either have a completed level of care assessment indicating a need for services greater than regular foster care or have their placement reviewed by the participating county's existing interagency review team.

(b) Enter into contracts or memoranda of understanding with participation foster family agencies on an annual basis.

(c) Provide routine case management services.

(d) Monitor the implementation of the case plan for the child.

18358.25. (a) Certified foster parents participating under this chapter shall ensure the well-being of emotionally disturbed children under their care. This care includes, but is not limited to, all of the following:

(1) Participation in initial and ongoing in-service training and

EXHIBIT DD

demonstration pursuant to Section 18358.1 and demonstration of an understanding of and ability to meet the needs of emotionally disturbed children.

(2) Participation in the implementation of the individual case plan and the needs and in the development and implementation of the services plan for the child.

(3) Ensuring that the child's medical and dental needs are met.

(b) To the extent possible, certified foster parents selected under this chapter shall have a background in special education, psychological counseling, nursing, or child development.

(c) (1) All certified foster parents selected to participate in this program shall rent, lease, or own their own homes which shall be certified by the foster family agency.

(2) The home of certified foster parents shall be within reasonably close proximity to the participating foster family agency or a satellite location of the agency.

(d) (1) All certified foster parents shall report any special incident in accordance pursuant to Section 80061 of Title 22 of the California Code of Regulations. Additionally, any use of physical contact to manage the behavior of a child shall be reported as a special incident.

(2) Certified foster parents shall report incidents to the participating foster family agency, which shall report the incidents to the Community Care Licensing Division of the department pursuant to Section 18358.15.

18358.30. (a) Rates for foster family agency programs participating under this chapter shall be exempt from the current AFDC-FC foster family agency ratesetting system.

(b) Rates for foster family agency programs participating under this chapter shall be set according to the appropriate service and rate level based on the level of services provided to the eligible child and the certified foster family. For an eligible child placed from a group home program, the service and rate level shall not exceed the rate paid for group home placement. For an eligible child assessed by the county interagency review team as at imminent risk of group home placement or psychiatric hospitalization, the appropriate service and rate level for the child shall be determined by the interagency review team at time of placement. In all of the service and rate levels, the foster family agency programs shall:

(1) Provide social work services with average caseloads not to

EXHIBIT DD

exceed eight children per worker, except that social worker average caseloads for children in Service and Rate Level E shall not exceed 12 children per worker.

(2) Pay an amount of one thousand two hundred dollars ($1,200) per child per month to the certified foster parent or parents.

(3) Perform activities necessary for the administration of the programs, including, but not limited to, training, recruitment, certification, and monitoring of the certified foster parents.

(4) (A) (i) Provide a minimum average range of service per month for children in each service and rate level in a participating foster family agency, represented by paid employee hours incurred by the participating foster family agency, by the in-home support counselor to the eligible child and the certified foster parents depending on the needs of the child and according to the following schedule:

Service and Rate Level	In-Home Support Counselor Hours Per Month
A	98-114 hours
B	81- 97 hours
C	64- 80 hours
D	47- 63 hours

(ii) Children placed at Service and Rate Level E shall receive crisis intervention and other support services on a flexible, as needed, basis from an in-home support counselor. The foster family agency shall provide one full-time in-home support counselor for every 20 children placed at this level.

(B) When the interagency review team and the foster family agency agree that alternative services are in the best interests of the child, the foster family agency may provide the following types of services in lieu of in-home support services required by subparagraph (A):

(i) Therapy.

(ii) Behavior modification services.

(iii) Support counselor services.

(iv) Psychotropic medication and monitoring.

(v) Respite services.

(vi) Family therapy to aid in family reunification.

(vii) Education liaison services to maintain the child in the classroom.

(c) The department or placing county, or both, may review the

EXHIBIT DD

level of services provided by the foster family agency program. If the level of services actually provided are less than those required by subdivision (b) for the child's service and rate level, the rate shall be adjusted to reflect the level of service actually provided, and an overpayment may be established and recovered by the department.

(d) (1) On and after July 1, 1998, the standard rate schedule of service and rate levels shall be:

Service and Rate Level	Fiscal Year 1998-99 Standard Rate
A	$3,957
B	$3,628
C	$3,290
D	$2,970
E	$2,639

(2) (A) On and after July 1, 1999, the standardized schedule of rates shall be adjusted by an amount equal to the California Necessities Index computed pursuant to Section 11453, rounded to the nearest dollar. The resultant amounts shall constitute the new standardized rate schedule, subject to further adjustment pursuant to subparagraph (B), for foster family agency programs participating under this chapter.

(B) In addition to the adjustment in subparagraph (A), commencing January 1, 2000, the standardized schedule of rates shall be increased by 2.36 percent, rounded to the nearest dollar. The resultant amounts shall constitute the new standardized rate schedule for foster family agency programs participating under this chapter.

(3) Beginning with the 2000-01 fiscal year, the standardized schedule of rates shall be adjusted annually by an amount equal to the California Necessities Index computed pursuant to Section 11453, subject to the availability of funds. The resultant amounts, rounded to the nearest dollar, shall constitute the new standard rate schedule for foster family agency programs participating under this chapter.

(e) Rates for foster family agency programs participating under this chapter shall not exceed Service and Rate Level A at any time during an eligible child's placement. An eligible child may be initially placed in a participating intensive foster care program at

EXHIBIT DD

any one of the five Service and Rate Levels A to E, inclusive, and thereafter placed at any level, either higher or lower, not to exceed a total of six months at any level other than Service and Rate Level E, unless it is determined to be in the best interests of the child by the child's county interagency review team and the child's certified foster parents. The child's interagency county interagency placement review team may, through a formal review of the child's placement, extend the placement of an eligible child in a service and rate level higher than Service and Rate Level E for additional periods of up to six months each.

(f) It is the intent of the Legislature that the rate paid to participating foster family agency programs shall decrease as the child's need for services from the foster family agency decreases. The foster family agency shall notify the placing county and the department of the reduced services and the pilot classification model, and the rate shall be reduced accordingly.

(g) It is the intent of the Legislature to prohibit any duplication of public funding. Therefore, social worker services, payments to certified foster parents, administrative activities, and the services of in-home support counselors that are funded by another public source shall not be counted in determining whether the foster family agency program has met its obligations to provide the items listed in paragraphs (1), (2), (3), and (4) of subdivision (b). The department shall work with other potentially affected state departments to ensure that duplication of payment or services does not occur.

18358.35. Foster family agencies implementing intensive foster care programs shall under no circumstances have any interest in the properties occupied by the certified foster parents.

18358.36. In order to provide for continuity of services to children receiving intensive foster care services, the two foster family agencies providing services pursuant to this chapter prior to January 1, 1996, may continue to operate their programs until June 30, 1997, without the certification required by Section 18358.05 and without a contract or memorandum of understanding with counties that have children in placement as of January 1, 1996. By July 1, 1997, these foster family agencies shall meet all the requirements of this

EXHIBIT DD

chapter, including certification and contract or memorandum of understanding with the placing county or counties.

COUNTY OF LOS ANGELES DEPARTMENT OF MENTAL HEALTH

OUTCOMES MEASURES APPLICATION

Child Baseline

Age Group: 0-15

ADMINISTRATIVE INFORMATION

Client ID _____ **Client DOB** _____

Episode ID _____ **Service Location / Provider Site ID** ☐☐☐☐

Client L. Name _____ **Client F. Name** _____

Partnership Date _____ **Assessment Date** _____

Partnership Service Coordinator ID _____ **Assessment Completed By:** ☐☐☐☐☐☐☐

FSP Program Name (Check one)

- ☐ **FSP-Child**
- ☐ **FSP-Transitional Age Youth (TAY)**
- ☐ **Transitional Age Youth-Probation Camp Services**
- ☐ **Specialized Foster Care-Intensive Services**
- ☐ **Specialized Foster Care-Basic Mental Health Services**

Who referred the child / youth? **(Check one)**

- ☐ Acute Psychiatric / State Hospital
- ☐ Emergency Room
- ☐ Faith-based Organization
- ☐ Family Member
- ☐ Friend / Neighbor
- ☐ Homeless Shelter
- ☐ Jail / Prison
- ☐ Juvenile Hall / Camp / Ranch / California Youth Authority
- ☐ Mental Health Facility / Community Agency
- ☐ Other
- ☐ Other County / Community Agency
- ☐ Primary Care / Medical Office
- ☐ School
- ☐ Self
- ☐ Significant Other
- ☐ Social Services Agency
- ☐ Street Outreach
- ☐ Substance Abuse Treatment Facility / Agency

Check appropriate reason(s) for referral of a child / youth with Serious Emotional Disturbance (SED):

Pre-natal to five-year-old who:

- ☐ is at high risk of expulsion from pre-school
- ☐ is involved with or at high risk of being detained by Department of Children and Family Services (DCFS)
- ☐ has a parent/caregiver with SED or severe and persistent mental illness, or who has a substance abuse disorder or co-occurring disorders

Child / youth who:

- ☐ has been removed or is at risk of removal from their home by DCFS
- ☐ is in transition to a less restrictive placement

Child / youth who is experiencing the following at school:

- ☐ suspension or expulsion
- ☐ violent behaviors
- ☐ drug possession or use
- ☐ suicidal and/or homicidal ideation

Child / youth who:

- ☐ is involved with Probation, is on psychotropic medication, and is transitioning back into a less structured home/community setting

LIVING ARRANGEMENTS

Residential Type	From	To	Tonight (Check one in this column)	Yesterday (as of 11:59 PM the day BEFORE the partnership began) (Check one in this column)	During PAST 12 months indicate the TOTAL:		Prior to the last 12 months (Check all that apply)
					# Occurrences	# Days	
Acute Medical Hospital			☐	☐			☐
Acute Psychiatric Hospital / Psychiatric Health Facility (PHF)			☐	☐			☐
Alcohol or Substance Abuse Residential Rehabilitation			☐	☐			☐
California Youth Authority			☐	☐			☐
Crisis Residential Program			☐	☐			☐
D-rate Foster home - non-relative			☐	☐			☐
D-rate Foster home - relative			☐	☐			☐
Emergency Shelter			☐	☐			☐
Foster Home – with non-relatives			☐	☐			☐
Foster Home – with relatives			☐	☐			☐
Homeless (includes people living in cars)			☐	☐			☐
Institution for Mental Disease (IMD)			☐	☐			☐
Juvenile Hall			☐	☐			☐
Juvenile Probation Camp / Ranch			☐	☐			☐
Kin-Guardian Assist Program			☐	☐			☐
Lives in a Community Treatment Facility			☐	☐			☐
Lives in a Group Home (L 0-9)			☐	☐			☐
Lives in a Group Home (L 10-11)			☐	☐			☐
Lives in a Group Home (L 12)			☐	☐			☐
Lives in a Group Home (L 14)			☐	☐			☐
Lives in an apartment or house alone / with spouse / partner / minor children / other dependents / roommate – must hold lease or share in rent / mortgage			☐	☐			☐
Lives with adult family members other than parents – non foster care			☐	☐			☐
Lives with Biological / Adoptive Parents			☐	☐			☐
Long Term Residential Program			☐	☐			☐
Other			☐	☐			☐
State Psychiatric Hospital			☐	☐			☐
Temporary Housing (includes people living with friends but paying no rent)			☐	☐			☐
Therapeutic Foster Home			☐	☐			☐
Transitional Residential Program			☐	☐			☐
Unknown			☐	☐			☐

If the client was in a residential type more than once list it on the following page

LIVING ARRANGEMENTS *continued*

Residential Type	From	To	Tonight (Check one in this column)	Yesterday (as of 11:59 PM the day BEFORE the partnership began) (Check one in this column)	During PAST 12 months indicate the TOTAL:		Prior to the last 12 months (Check all that apply)
					# Occurrences	# Days	
			☐	☐			☐
			☐	☐			☐
			☐	☐			☐
			☐	☐			☐
			☐	☐			☐
			☐	☐			☐
			☐	☐			☐
			☐	☐			☐
			☐	☐			☐
			☐	☐			☐
			☐	☐			☐
			☐	☐			☐

LIVING ARRANGEMENTS *continued*

Is child / youth at risk of being removed from their current living arrangement?	YES	NO	UNKNOWN	(Circle one)
Is child / youth's living arrangement suitable? (According to clinician)	YES	NO	UNKNOWN	(Circle one)
Is the living arrangement the least restrictive setting? (According to clinician)	YES	NO	UNKNOWN	(Circle one)
Is child / youth satisfied with current living arrangement?	YES	NO	UNKNOWN	(Circle one)
Have there been Suspected Child Abuse reports made related to living arrangements?	YES	NO	UNKNOWN	(Circle one)
Have there been incidents of violence related to living arrangements?	YES	NO	UNKNOWN	(Circle one)

SOCIAL SUPPORT

Identify current status.

Socializes with others	YES	NO	UNKNOWN	(Circle one)
Receives spiritual support from Clergy	YES	NO	UNKNOWN	(Circle one)
Develops and maintains friendships	YES	NO	UNKNOWN	(Circle one)
Requires protection from abuse	YES	NO	UNKNOWN	(Circle one)

Child / youth has age appropriate, positive peer relationships?	YES	NO	UNKNOWN		(Circle one)
Child / youth has age appropriate involvement in family?	YES	NO	UNKNOWN	N/A	(Circle one)
Child / youth has supportive interactions / relationships with:					
Parent	YES	NO	UNKNOWN	N/A	(Circle one)
Family	YES	NO	UNKNOWN	N/A	(Circle one)
Caregiver	YES	NO	UNKNOWN	N/A	(Circle one)
Is the family or significant other(s) involved in child / youth's treatment?	YES	NO	UNKNOWN		(Circle one)
Child / youth has access to at least one stable, supportive adult?	YES	NO	UNKNOWN	N/A	(Circle one)

FINANCIAL

Benefits: Identify current status. **(Check all that apply)**

Medi-Cal	☐	AB 3632 / SB 90	☐	Private Insurance	☐
Medicare	☐	Healthy Families	☐	HMO	☐
Veteran's Assistance (VA) Benefits	☐	Participant in CalWORKs	☐	Healthy Kids	☐

FINANCIAL *continued*

Sources of Financial Support Indicate all the sources of financial support used to meet the needs of the child / youth:	DURING THE PAST 12 MONTHS		CURRENT	
	Check all that apply	Monthly Average Amount	Check all that apply	Monthly Average Amount
Caregiver's Wages	☐		☐	
Child / youth's Wages	☐		☐	
Child / youth's Spouse / Significant Other's Wages	☐		☐	
Savings	☐		☐	
Other Family Member / Friend	☐		☐	
Retirement / Social Security Income	☐		☐	
Veteran's Assistance (VA) Benefits	☐		☐	
Loan / Credit	☐		☐	
Housing Subsidy	☐		☐	
General Relief (GR) / General Assistance (GA)	☐		☐	
Food Stamps	☐		☐	
Temporary Assistance for Needy Families (TANF) / CalWORKS	☐		☐	
Supplemental Security Income / State Supplementary Payment (SSI / SSP) Program	☐		☐	
Social Security Disability Insurance (SSDI)	☐		☐	
State Disability Insurance (SDI)	☐		☐	
American Indian Tribal Benefits (e.g. per capita, revenue sharing, trust disbursements)	☐		☐	
Unemployment	☐		☐	
Child Support	☐		☐	
Other	☐		☐	

Does the child / youth CURRENTLY have a payee? **YES NO UNKNOWN** **(Circle one)**

If yes, with whom? _____

Has child / youth had a Payee for finances in last 12 months? **YES NO UNKNOWN** **(Circle one)**

Did the child / youth have a payee anytime prior to the last 12 months? **YES NO UNKNOWN** **(Circle one)**

DAILY ACTIVITIES / VOCATIONAL / EDUCATIONAL LEVEL

Highest level of education attained. **(Check one)**

- ☐ Day Care
- ☐ Preschool
- ☐ Kindergarten
- ☐ 1st Grade
- ☐ 2nd Grade
- ☐ 3rd Grade
- ☐ 4th Grade
- ☐ 5th Grade
- ☐ 6th Grade
- ☐ 7th Grade
- ☐ 8th Grade
- ☐ 9th Grade
- ☐ 10th Grade
- ☐ 11th Grade
- ☐ 12th Grade
- ☐ GED course work
- ☐ High School Diploma / GED
- ☐ Less than 2 years college / Some Technical / Vocational Training
- ☐ AA Degree
- ☐ Technical / Vocational Degree
- ☐ Level Unknown (e.g., child / youth in non-public school)

Child / youth has age appropriate involvement in school activities? **YES NO UNKNOWN** **(Circle one)**

Child / youth has age appropriate involvement in the community? **YES NO UNKNOWN** **(Circle one)**

Child / youth's performance meets developmental expectations? **YES NO UNKNOWN** **(Circle one)**

Within the last 4 weeks, on an average how many HOURS per DAY did the child / youth attend classes? _____

DAILY ACTIVITIES / VOCATIONAL / EDUCATIONAL LEVEL *continued*

Is the child / youth currently receiving special education due to a Serious Emotional Disturbance (SED)?	**YES**	**NO**	**UNKNOWN**	**(Circle one)**
Is the child / youth receiving special education due to another reason?	**YES**	**NO**	**UNKNOWN**	**(Circle one)**
Does child / youth have a current Individualized Education Plan (IEP) or Individualized Family Services Plan (IFSP)?	**YES**	**NO**	**UNKNOWN**	**(Circle one)**
Does this child / youth currently receive Regional Center Services?	**YES**	**NO**	**UNKNOWN**	**(Circle one)**
Is the child / youth currently receiving home study?	**YES**	**NO**	**UNKNOWN**	**(Circle one)**

During the last 12 months, on an average, how many hours per week did the child / youth participate in extra-curricular activities (sports, music, etc.)? _____

Within the last 4 weeks, on an average, how many hours per week did the child / youth participate in extra-curricular activities (sports, music, etc.)? _____

School Attendance

Estimate the child / youth's attendance level during the past 12 months:
(Excludes scheduled breaks and excused absences) **(Check one)**

☐ Always attends school (never truant) ☐ Attends school most of the time
☐ Sometimes attends school ☐ Infrequently attends school ☐ Never attends school

Estimate the child / youth's attendance level currently:
(Excludes scheduled breaks and excused absences) **(Check one)**

☐ Always attends school (never truant) ☐ Attends school most of the time
☐ Sometimes attends school ☐ Infrequently attends school ☐ Never attends school

Currently, his / her grades are: **(Check one)**

☐ Very Good ☐ Good ☐ Average ☐ Below Average ☐ Poor

In the last 12 months, the child / youth's grades were: **(Check one)**

☐ Very Good ☐ Good ☐ Average ☐ Below Average ☐ Poor

During the past 12 months the child / youth had:

Number of suspensions _____ Number of expulsions _____

DAILY ACTIVITIES / VOCATIONAL / EDUCATIONAL LEVEL *continued*

EMPLOYMENT DURING THE PAST 12 MONTHS Indicate how many weeks the child / youth was employed in each of the following settings during the past 12 months.	Number of Weeks	Average Number of Hours per Week	Average Hourly Wage
Competitive Employment Paid employment in the community in a position that is also open to individuals without disability			
Supported Employment Competitive Employment (see above) with ongoing on-site or off-site job related support services provided			
Transitional Employment / Enclave Paid jobs in the community that are 1) open only to individuals with a disability AND 2) are either time-limited for the purpose of moving to a more permanent job OR are part of a group of disabled individuals who are working as a team in the midst of teams of non-disabled individuals who are performing the same work			
Paid In-House Work (Sheltered Workshop / Work Experience / Agency-Owned Business) Paid jobs open only to program participants with a disability. A Sheltered Workshop usually offers sub-minimum wage work in a simulated environment. A Work Experience (Adjustment) Program within an agency provides exposure to the standard expectations and advantages of employment. An Agency-Owned Business serves customers outside the agency and provides realistic work experiences and can be located at the program site or in the community			
Non-paid (Volunteer) Work Experience Non-paid (volunteer) jobs in an agency or volunteer work in the community that provides exposure to the standard expectations of employment			
Other Gainful / Employment Activity Any informal employment activity that increases the child / youth's income (e.g., recycling, gardening, babysitting) OR participation in formal structured classes and/or workshops providing instruction on issues pertinent to getting a job. (Does NOT include such activities as panhandling or illegal activities such as prostitution)			
Unemployed			

CURRENT EMPLOYMENT	Average Number of Hours per Week	Hourly Wage
Competitive Employment Paid employment in the community in a position that is also open to individuals without disability		
Supported Employment Competitive Employment (see above) with ongoing on-site or off-site job related support services provided		
Transitional Employment / Enclave Paid jobs in the community that are 1) open only to individuals with a disability AND 2) are either time-limited for the purpose of moving to a more permanent job OR are part of a group of disabled individuals who are working as a team in the midst of teams of non-disabled individuals who are performing the same work		
Paid In-House Work (Sheltered Workshop / Work Experience / Agency-Owned Business) Paid jobs open only to program participants with a disability. A Sheltered Workshop usually offers sub-minimum wage work in a simulated environment. A Work Experience (Adjustment) Program within an agency provides exposure to the standard expectations and advantages of employment. An Agency-Owned Business serves customers outside the agency and provides realistic work experiences and can be located at the program site or in the community		
Non-paid (Volunteer) Work Experience Non-paid (volunteer) jobs in an agency or volunteer work in the community that provides exposure to the standard expectations of employment		
Other Gainful / Employment Activity Any informal employment activity that increases the child / youth's income (e.g., recycling, gardening, babysitting) OR participation in formal structured classes and/or workshops providing instruction on issues pertinent to getting a job. (Does NOT include such activities as panhandling or illegal activities such as prostitution)		

Is the child / youth unemployed at this time? **YES NO UNKNOWN** **(Circle one)**

Does one of the child / youth's current recovery goals include any kind of employment at this time? **YES NO UNKNOWN** **(Circle one)**

PHYSICAL HEALTH

	Current (Last 4 Weeks) (Circle one for each question)	Last 12 Months (Circle one for each question)
Child / youth states they are in good physical health?	YES NO UNKNOWN	YES NO UNKNOWN
Child / youth has needed medical services?	YES NO UNKNOWN	YES NO UNKNOWN
Child / youth receives needed medical services?	YES NO UNKNOWN	YES NO UNKNOWN
Child / youth has a primary care physician?	YES NO UNKNOWN	YES NO UNKNOWN
Child / youth uses a primary care physician?	YES NO UNKNOWN	YES NO UNKNOWN
Child / youth has needed dental services?	YES NO UNKNOWN	YES NO UNKNOWN
Child / youth receives needed dental services?	YES NO UNKNOWN	YES NO UNKNOWN
Child / youth demonstrates signs of regressive behavior (bed wetting, soiling)?	YES NO UNKNOWN	YES NO UNKNOWN
Child / youth demonstrates self-injurious behavior?	YES NO UNKNOWN	YES NO UNKNOWN
Child / youth has violent encounters?	YES NO UNKNOWN	YES NO UNKNOWN
Is child / youth obese (based on BMI)?	YES NO UNKNOWN	YES NO UNKNOWN
Has child / youth ever been told by a physician that he/she has diabetes?	YES NO UNKNOWN	YES NO UNKNOWN

Is the child / youth pregnant? YES NO UNKNOWN N/A (Circle one)

Is the child / youth receiving prenatal care? YES NO UNKNOWN N/A (Circle one)

Did child / youth receive physical health services from a DHS clinic or hospital in the past 12 months? YES NO UNKNOWN (Circle one)

Does the child / youth have a chronic physical health care problem or problems that require periodic medical services? YES NO UNKNOWN (Circle one)

CRISIS STABILIZATION / PMRT

Did the child / youth receive services in an Emergency Room or Crisis Stabilization? YES NO UNKNOWN (Circle one) How many times? _____

Identify how many times in ER for: Physical Health _____ Psychiatric _____ Substance Abuse _____

Identify how many times in Crisis Stabilization for: Psychiatric _____ Substance Abuse _____

Was child / youth seen by the Psychiatric Mobile Response Teams or 24/7 Response Teams within last 12 months? YES NO UNKNOWN (Circle one) How many times? _____

Did any of the Psychiatric Mobile Response Team or 24/7 Response Teams calls result in a hospitalization? YES NO UNKNOWN (Circle one) How many times? _____

LEGAL

Justice System Involvement

Did child / youth have contact with the police within last 12 months?	YES	NO	UNKNOWN		(Circle one)
Was the contact related to mental health issues?	YES	NO	UNKNOWN	N/A	(Circle one)
Was the contact related to substance abuse issues?	YES	NO	UNKNOWN	N/A	(Circle one)
Was the child / youth arrested anytime during the last 12 months?	YES	NO	UNKNOWN		(Circle one)

Indicate the number of times child / youth was arrested during the past 12 months. _____

How many were misdemeanors? _____

How many were felonies? _____

Were any of the arrests related to a mental health issue?	YES	NO	UNKNOWN	N/A	(Circle one)
Were any of the arrests related to a substance abuse issue?	YES	NO	UNKNOWN	N/A	(Circle one)
Was child / youth detained in juvenile justice system within the last 12 months	YES	NO	UNKNOWN		(Circle one)
Was treatment court ordered within last 12 months?	YES	NO	UNKNOWN		(Circle one)
Was the child / youth arrested anytime prior to the last 12 months?	YES	NO	UNKNOWN		(Circle one)
Has child / youth been on probation during past 12 months?	YES	NO	UNKNOWN		(Circle one)

- If yes, what type: (Check one)

☐ 236/654 WIC - Voluntary Probation ☐ 601 WIC - Informal Types of Probation ☐ 602 WIC - Formal Probation

Is the child / youth on probation?	YES	NO	UNKNOWN	(Circle one)
Was the child / youth on probation prior to the last 12 months?	YES	NO	UNKNOWN	(Circle one)
Is child / youth currently a ward of the court according to W & I Code 601 / 602 status?	YES	NO	UNKNOWN	(Circle one)
Has the child / youth been a ward of the court according to W & I Code 601 / 602 status any time during the past 12 months?	YES	NO	UNKNOWN	(Circle one)
Has child / youth been on parole during past 12 months?	YES	NO	UNKNOWN	(Circle one)
Is child / youth on parole?	YES	NO	UNKNOWN	(Circle one)
Was the child / youth on parole prior to the last 12 months?	YES	NO	UNKNOWN	(Circle one)

Dependent (W & I Code 300 Status) Information

Was child / youth detained in child welfare system within last 12 months?	YES	NO	UNKNOWN	(Circle one)
Did child / youth become a dependent of the court in last 12 months?	YES	NO	UNKNOWN	(Circle one)
Was the child / youth a dependant of the court anytime prior to the last 12 months?	YES	NO	UNKNOWN	(Circle one)

If the child / youth was ever a dependant of the court, indicate the year he / she was first placed on W & I Code 300 Status: _____

Is child / youth currently a dependent of the court according to W & I Code 300 status?	YES	NO	UNKNOWN	(Circle one)

LEGAL *continued*

Substance Abuse

Child / youth uses substances?	YES	NO	UNKNOWN	(Circle one)	
Child / youth abuses substances?	YES	NO	UNKNOWN	(Circle one)	
In the opinion of the partnership service coordinator, does the child / youth have a co-occurring mental illness and substance use problem?	YES	NO	UNKNOWN	(Circle one)	
- If yes:					
- Is this an active problem?	YES	NO	UNKNOWN	N/A	(Circle one)
- Is the child / youth currently receiving substance abuse services?	YES	NO	UNKNOWN	N/A	(Circle one)

Conservatorship Information

Was child / youth conserved 12 months prior to enrollment?	YES	NO	UNKNOWN	(Circle one)
Was the child / youth on conservatorship anytime prior to the last 12 months?	YES	NO	UNKNOWN	(Circle one)
Is the child / youth currently on conservatorship?	YES	NO	UNKNOWN	(Circle one)
If yes, with whom?				

Custody Information

Indicate the total number of children the **child / youth** has who are CURRENTLY:
If client has no children enter **0** in the following boxes

Placed on W & I Code 300 Status: (Dependent of the court)	
Placed in Foster Care	
Legally Reunified with client	
Adopted Out	
Living with the child / youth	

COUNTY OF LOS ANGELES DEPARTMENT OF MENTAL HEALTH

OUTCOMES MEASURES APPLICATION

Children 3-Month (3M)

Age Group: 0-15

ADMINISTRATIVE INFORMATION

Client ID _____ **Client DOB** _____

Episode ID _____ **Service Location / Provider Site ID** ☐☐☐☐

Client L. Name _____ **Client F. Name** _____

Partnership Date _____ **Assessment Date** _____

Partnership Service Coordinator ID _____ **Assessment Completed By:** ☐☐☐☐☐☐☐

FSP Program Name (Check one) ☐ **FSP-Child** ☐ **FSP-Transitional Age Youth (TAY)**

☐ **Transitional Age Youth-Probation Camp Services** ☐ **Specialized Foster Care-Intensive Services**

☐ **Specialized Foster Care-Basic Mental Health Services**

FINANCIAL

Sources of Financial Support Indicate all the sources of financial support used to meet the needs of the child / youth:	**CURRENT**	
	Check all that apply	**Monthly Average Amount**
Caregiver's Wages	☐	
Client's Wages	☐	
Client's Spouse / Significant Other's Wages	☐	
Savings	☐	
Other Family Member / Friend	☐	
Retirement / Social Security Income	☐	
Veteran's Assistance (VA) Benefits	☐	
Loan / Credit	☐	
Housing Subsidy	☐	
General Relief (GR) / General Assistance (GA)	☐	
Food Stamps	☐	
Temporary Assistance for Needy Families (TANF) / CalWORKS	☐	
Supplemental Security Income / State Supplementary Payment (SSI / SSP) Program	☐	
Social Security Disability Insurance (SSDI)	☐	
State Disability Insurance (SDI)	☐	
American Indian Tribal Benefits (e.g. per capita, revenue sharing, trust disbursements)	☐	
Unemployment	☐	
Child Support	☐	
Other	☐	

DAILY ACTIVITIES / VOCATIONAL / EDUCATIONAL LEVEL

Is the child / youth currently receiving special education due to a Serious Emotional Disturbance (SED)? **YES NO UNKNOWN** **(Circle one)**

Date of change _____

Is the child / youth currently receiving special education due to another reason? **YES NO UNKNOWN** **(Circle one)**

Does child / youth have a current Individualized Education Plan (IEP) or Individualized Family Services Plan (IFSP)? **YES NO UNKNOWN** **(Circle one)**

Does this child / youth currently receive Regional Center Services? **YES NO UNKNOWN** **(Circle one)**

If the change reflects a DECREASE in attendance check the reasons why: **(Check all that apply)**

- ☐ Physical Health Reasons
- ☐ Mental Health Reasons
- ☐ Substance Abuse Reasons
- ☐ Personal / Family Reasons
- ☐ Juvenile Justice Related
- ☐ Truant

Decrease due to change in educational plan requirements **YES NO** **(Circle one)**

Other reason **YES NO** **(Circle one)** Specify: _____

Estimate the child / youth's attendance level currently: (Excludes scheduled breaks and excused absences.)

- ☐ Always attends school (never truant)
- ☐ Attends school most of the time
- ☐ Sometimes attends school
- ☐ Infrequently attends school
- ☐ Never attends school

CURRENTLY, the child / youth's grades are:

- ☐ Very Good
- ☐ Good
- ☐ Average
- ☐ Below Average
- ☐ Poor

PHYSICAL HEALTH

	Current (Circle one for each question)
Child / youth states they are in good physical health?	YES NO UNKNOWN
Child / youth has needed medical services?	YES NO UNKNOWN
Child / youth receives needed medical services?	YES NO UNKNOWN
Child / youth has a primary care physician?	YES NO UNKNOWN
Child / youth uses a primary care physician?	YES NO UNKNOWN
Child / youth has needed dental services?	YES NO UNKNOWN
Child / youth receives needed dental services?	YES NO UNKNOWN
Child / youth demonstrates signs of regressive behavior (bed wetting, soiling)?	YES NO UNKNOWN
Child / youth demonstrates self-injurious behavior?	YES NO UNKNOWN
Child / youth has violent encounters?	YES NO UNKNOWN
Is child / youth obese (based on BMI)?	YES NO UNKNOWN
Has child / youth ever been told by a physician that he/she has diabetes?	YES NO UNKNOWN

Is the child / youth pregnant? **YES NO UNKNOWN N/A** **(Circle one)**

Is the child / youth receiving prenatal care? **YES NO UNKNOWN N/A** **(Circle one)**

Did child / youth receive physical health services from a DHS clinic or hospital in the past 12 months? **YES NO UNKNOWN** **(Circle one)**

Does the child / youth have a chronic physical health care problem or problems that require periodic medical services? **YES NO UNKNOWN** **(Circle one)**

LEGAL

Substance Abuse

Child / youth uses substances?	**YES**	**NO**	**UNKNOWN**		**(Circle one)**
Child / youth abuses substances?	**YES**	**NO**	**UNKNOWN**		**(Circle one)**
In the opinion of the partnership service coordinator, does the child / youth have a co-occurring mental illness and substance use problem?	**YES**	**NO**	**UNKNOWN**		**(Circle one)**
- If yes:					
- Is this an active problem?	**YES**	**NO**	**UNKNOWN**	**N/A**	**(Circle one)**
- Is the child / youth currently receiving substance abuse services?	**YES**	**NO**	**UNKNOWN**	**N/A**	**(Circle one)**

Custody Information

Indicate the total number of children the **child / youth** has who are CURRENTLY:
If client has no children enter **0** in the following boxes

Placed on W & I Code 300 Status: (Dependent of the court)	_____
Placed in Foster Care	_____
Legally Reunified with child / youth	_____
Adopted Out	_____
Living with the child / youth	_____

COUNTY OF LOS ANGELES DEPARTMENT OF MENTAL HEALTH

OUTCOMES MEASURES APPLICATION

Child Key Event Change (KEC)

Age Group: 0-15

ADMINISTRATIVE INFORMATION

Client ID _____ **Client DOB** _____

Episode ID _____ **Service Location / Provider Site ID** [ ][ ][ ][ ]

Client L. Name _____ **Client F. Name** _____

Partnership Date _____ **Assessment Date** _____

Partnership Service Coordinator ID _____ **Assessment Completed By:** [ ][ ][ ][ ][ ][ ][ ]

CHANGE IN ADMINISTRATIVE INFORMATION

(skip this section if there are no changes)

New Service Location / Provider Site ID [ ][ ][ ][ ] **Date of Service Location / Provider Site ID change** _____

New Partnership Service Coordinator ID _____ **Date of Partnership Service Coordinator ID change** _____

New FSP Program Name (Check one) ☐ **FSP-Child** ☐ **FSP-Transitional Age Youth (TAY)**

☐ **Transitional Age Youth-Probation Camp Services** ☐ **Specialized Foster Care-Intensive Services**

☐ **Specialized Foster Care-Basic Mental Health Services**

Date of FSP Program Change _____

Date of Partnership status change _____

Indicate new partnership status

☐ Discontinuation / Interruption of Full Service Partnership and/or community services / program **(Indicate reason below)**

☐ Reestablishment of Full Service Partnership and/or community services / program

If there is a DISCONTINUATION / INTERRUPTION of Full Service Partnership and/or community services / program, indicate the reason **(Check one)**:

☐ After repeated attempts to contact child / youth, child / youth cannot be located.

☐ Child / youth decided to discontinue Full Service Partnership participation after partnership established.

☐ Child / youth has successfully met his / her goals such that discontinuation of Full Service Partnership is appropriate.

☐ Child / youth is deceased.

☐ Child / youth moved to another county / service area.

☐ Community services / program interrupted - Child / youth will be placed in juvenile hall / camp / ranch / CYA.

☐ Community services / program interrupted - Child / youth's circumstances reflect a need for residential / institutional mental health services at this time (such as IMD, MHRC, State Hospital).

☐ Target population criteria are not met.

LIVING ARRANGEMENTS

(skip this section if there are no changes)

Client has had a change in living arrangement? (Check one in this column)	Residential Type	Date of Change	Why did client change residential status? (Select from choices at the bottom of the page)	If the move is due to a reason other than jail or hospital. In the opinion of the client, is this a positive or negative change?	Do the client and staff person collaboratively view this as an appropriate change given the current needs and goals of the client? (Circle one for each selection)
☐	Acute Medical Hospital				YES NO UNKNOWN N/A
☐	Acute Psychiatric Hospital / Psychiatric Health Facility (PHF)				YES NO UNKNOWN N/A
☐	Alcohol or Substance Abuse Residential Rehabilitation				YES NO UNKNOWN N/A
☐	California Youth Authority				YES NO UNKNOWN N/A
☐	Crisis Residential Program				YES NO UNKNOWN N/A
☐	D-rate Foster home - non-relative				YES NO UNKNOWN N/A
☐	D-rate Foster home - relative				YES NO UNKNOWN N/A
☐	Emergency Shelter				YES NO UNKNOWN N/A
☐	Foster Home – with non-relatives				YES NO UNKNOWN N/A
☐	Foster Home – with relatives				YES NO UNKNOWN N/A
☐	Homeless (includes people living in cars)				YES NO UNKNOWN N/A
☐	Institution for Mental Disease (IMD)				YES NO UNKNOWN N/A
☐	Juvenile Hall				YES NO UNKNOWN N/A
☐	Juvenile Probation Camp / Ranch				YES NO UNKNOWN N/A
☐	Kin-Guardian Assist Program				YES NO UNKNOWN N/A
☐	Lives in a Community Treatment Facility				YES NO UNKNOWN N/A
☐	Lives in a Group Home (L 0-9)				YES NO UNKNOWN N/A
☐	Lives in a Group Home (L 10-11)				YES NO UNKNOWN N/A
☐	Lives in a Group Home (L 12)				YES NO UNKNOWN N/A
☐	Lives in a Group Home (L 14)				YES NO UNKNOWN N/A
☐	Lives in an apartment or house alone / with spouse / partner / minor children / other dependents / roommate – must hold lease or share in rent / mortgage				YES NO UNKNOWN N/A
☐	Lives with adult family members other than parents – non foster care				YES NO UNKNOWN N/A
☐	Lives with one or both biological / adoptive parents				YES NO UNKNOWN N/A
☐	Long Term Residential Program				YES NO UNKNOWN N/A
☐	Other				YES NO UNKNOWN N/A
☐	State Psychiatric Hospital				YES NO UNKNOWN N/A
☐	Temporary Housing (includes people living with friends but paying no rent)				YES NO UNKNOWN N/A
☐	Therapeutic Foster Home				YES NO UNKNOWN N/A
☐	Transitional Residential Program				YES NO UNKNOWN N/A
☐	Unknown				YES NO UNKNOWN N/A

Why did client change residential status?

1) Asked to leave by other(s)
2) At risk, sibling abuse
3) Caretaker / Absent or incapacitated
4) Decrease functioning
5) Decrease in financial status
6) Desired increase independence
7) Dissatisfied with prior living situation
8) Emotional abuse
9) General neglect
10) Health Reasons
11) Improved Functioning
12) Increase in financial resources
13) More affordable house / apartment
14) New / Better House / Apartment
15) Non-Payment of rent / evicted
16) Other
17) Physical Abuse
18) Sexual Abuse
19) Unable to maintain level of independence

LIVING ARRANGEMENTS *continued*

(skip this section if there are no changes)

Is child / youth at risk of being removed from their current living arrangement?	YES	NO	UNKNOWN	(Circle one)
Is child / youth's living arrangement suitable? (According to clinician)	YES	NO	UNKNOWN	(Circle one)
Is the living arrangement the least restrictive setting? (According to clinician)	YES	NO	UNKNOWN	(Circle one)
Is child / youth satisfied with current living arrangement?	YES	NO	UNKNOWN	(Circle one)
Have there been Suspected Child Abuse reports made related to living arrangement?	YES	NO	UNKNOWN	(Circle one)
Have there been incidents of violence related to living arrangement?	YES	NO	UNKNOWN	(Circle one)

SOCIAL SUPPORT

(skip this section if there are no changes)

Identify current status. **(Check all that apply)**

Socializes with others	YES	NO	UNKNOWN	(Circle one)
Receives spiritual support from Clergy	YES	NO	UNKNOWN	(Circle one)
Develops and maintains friendships	YES	NO	UNKNOWN	(Circle one)
Requires protection from abuse	YES	NO	UNKNOWN	(Circle one)

Child / youth has age appropriate, positive peer relationships?	YES	NO	UNKNOWN		(Circle one)
Child / youth has age appropriate involvement in family?	YES	NO	UNKNOWN	N/A	(Circle one)
Child / youth has supportive interactions / relationships with:					
Parent	YES	NO	UNKNOWN	N/A	(Circle one)
Family	YES	NO	UNKNOWN	N/A	(Circle one)
Caregiver	YES	NO	UNKNOWN	N/A	(Circle one)
Is the family or significant other(s) involved in child / youth's treatment?	YES	NO	UNKNOWN		(Circle one)
Child / youth has access to at least one stable, supportive adult?	YES	NO	UNKNOWN	N/A	(Circle one)

FINANCIAL

(skip this section if there are no changes)

Benefits: Identify current status. **(Check all that apply)**

Medi-Cal	☐	AB 3632 / SB 90	☐	Private Insurance	☐
Medicare	☐	Healthy Families	☐	HMO	☐
Veteran's Assistance (VA) Benefits	☐	Participant in CalWORKs	☐	Healthy Kids	☐

Change in payee status

Has the child / youth been placed on Payee status?	YES	NO	UNKNOWN	(Circle one)
Has the child / youth been removed from Payee status?	YES	NO	UNKNOWN	(Circle one)

Date of Payee Status Change _____

DAILY ACTIVITIES / VOCATIONAL / EDUCATIONAL LEVEL

(skip this section if there are no changes)

Highest level of education attained. **(Check one)**

- ☐ Day Care
- ☐ Preschool
- ☐ Kindergarten
- ☐ 1st Grade
- ☐ 2nd Grade
- ☐ 3rd Grade
- ☐ 4th Grade
- ☐ 5th Grade
- ☐ 6th Grade
- ☐ 7th Grade
- ☐ 8th Grade
- ☐ 9th Grade
- ☐ 10th Grade
- ☐ 11th Grade
- ☐ 12th Grade
- ☐ GED course work
- ☐ High School Diploma / GED
- ☐ Less than 2 years college / Some Technical / Vocational Training
- ☐ AA Degree
- ☐ Technical / Vocational Degree
- ☐ Level Unknown (e.g., child / youth in non-public school)

Date of grade level completion _____

Child / youth has age appropriate involvement in school activities? **YES** **NO** **UNKNOWN** **N/A** **(Circle one)**

Child / youth has age appropriate involvement in the community? **YES** **NO** **UNKNOWN** **(Circle one)**

Child / youth's performance meets developmental expectations? **YES** **NO** **UNKNOWN** **(Circle one)**

Is the child / youth currently receiving special education due to a Serious Emotional Disturbance (SED)? **YES** **NO** **UNKNOWN** **(Circle one)**

Date of Change _____

Is the child / youth currently receiving home study? **YES** **NO** **UNKNOWN** **(Circle one)**

Date of Change _____

On an average, how many hours per week did the child / youth participate in extra-curricular activities (sports, music, etc.)? _____

Date of Change _____

The child / youth's grades are: **(Check one)**

☐ Very Good ☐ Good ☐ Average ☐ Below Average ☐ Poor

The child / youth had:

Number of suspensions _____ Date of suspension _____

Number of expulsions _____ Date of expulsion _____

DAILY ACTIVITIES / VOCATIONAL / EDUCATIONAL LEVEL *continued*

(skip this section if there are no changes)

Change in Employment Status New employment status	**Average Number of Hours per Week**	**Hourly Wage**
Competitive Employment Paid employment in the community in a position that is also open to individuals without disability		
Supported Employment Competitive Employment (see above) with ongoing on-site or off-site job related support services provided		
Transitional Employment / Enclave Paid jobs in the community that are 1) open only to individuals with a disability AND 2) are either time-limited for the purpose of moving to a more permanent job OR are part of a group of disabled individuals who are working as a team in the midst of teams of non-disabled individuals who are performing the same work		
Paid In-House Work (Sheltered Workshop / Work Experience / Agency-Owned Business) Paid jobs open only to program participants with a disability. A Sheltered Workshop usually offers sub-minimum wage work in a simulated environment. A Work Experience (Adjustment) Program within an agency provides exposure to the standard expectations and advantages of employment. An Agency-Owned Business serves customers outside the agency and provides realistic work experiences and can be located at the program site or in the community		
Non-paid (Volunteer) Work Experience Non-paid (volunteer) jobs in an agency or volunteer work in the community that provides exposure to the standard expectations of employment		
Other Gainful / Employment Activity Any informal employment activity that increases the child / youth's income (e.g., recycling, gardening, babysitting) OR participation in formal structured classes and/or workshops providing instruction on issues pertinent to getting a job. (Does NOT include such activities as panhandling or illegal activities such as prostitution)		

Date of Employment Change _____

Is the child / youth unemployed at this time? **YES** **NO** **UNKNOWN** **(Circle one)**

Does one of the child / youth's current recovery goals include any kind of employment at this time? **YES** **NO** **UNKNOWN** **(Circle one)**

If unemployed: Why did the child / youth change his/her employment status? **(Check all that apply)**

- Attending school ☐
- Does not want to work ☐
- Transportation issues ☐
- Disciplinary action ☐
- Retired ☐
- Benefits or income is lost if money earned ☐
- Domestic circumstances ☐
- Laid off ☐
- Physical health condition ☐
- Not satisfied with working conditions ☐
- Military service ☐
- Other ☐

PHYSICAL HEALTH

(skip this section if there are no changes)

	Current **(Circle one for each question)**	**Date**
Child / youth states they are in good physical health?	**YES** **NO** **UNKNOWN**	
Child / youth has needed medical services?	**YES** **NO** **UNKNOWN**	
Child / youth receives needed medical services?	**YES** **NO** **UNKNOWN**	
Child / youth has a primary care physician?	**YES** **NO** **UNKNOWN**	
Child / youth uses a primary care physician?	**YES** **NO** **UNKNOWN**	
Child / youth has needed dental services?	**YES** **NO** **UNKNOWN**	
Child / youth receives needed dental services?	**YES** **NO** **UNKNOWN**	

PHYSICAL HEALTH *continued*

(skip this section if there are no changes)

	Current (Circle one for each question)	Date
Child / youth demonstrates signs of regressive behavior (bed wetting, soiling)?	YES NO UNKNOWN	
Child / youth demonstrates self-injurious behavior?	YES NO UNKNOWN	
Child / youth has violent encounters?	YES NO UNKNOWN	
Is child / youth obese (based on BMI)?	YES NO UNKNOWN	
Has child / youth ever been told by a physician that he/she has diabetes?	YES NO UNKNOWN	

Is the child / youth pregnant? YES NO UNKNOWN N/A (Circle one)

Is the child / youth receiving prenatal care? YES NO UNKNOWN N/A (Circle one)

Did child / youth receive physical health services from a DHS clinic or hospital? YES NO UNKNOWN (Circle one)

Does the child / youth have a chronic physical health care problem or problems that require periodic medical services? YES NO UNKNOWN (Circle one)

CRISIS STABILIZATION / PMRT

(skip this section if there are no changes)

Did the child / youth receive services in an Emergency Room or Crisis Stabilization? YES NO UNKNOWN (Circle one)

Date of Service _____

Indicate the type of ER / Crisis Stabilization intervention (Check one)

☐ ER - Physical Health ☐ ER - Psychiatric ☐ ER - Substance Abuse

☐ Crisis Stabilzation - Psychiatric ☐ Crisis Stabilization - Substance Abuse

Was child / youth seen by the Psychiatric Mobile Response Teams or 24/7 Response Teams? YES NO UNKNOWN (Circle one) How many times? _____

Did any of the Psychiatric Mobile Response Teams or 24/7 Response Teams calls result in a hospitalization? YES NO UNKNOWN (Circle one) How many times? _____

LEGAL

(skip this section if there are no changes)

Justice System Involvement

Did child / youth have contact with the police? YES NO UNKNOWN (Circle one)

Was the contact related to mental health issues? YES NO UNKNOWN N/A (Circle one)

Was the contact related to substance abuse issues? YES NO UNKNOWN N/A (Circle one)

Has the child / youth been arrested? YES NO UNKNOWN N/A (Circle one)

Date child / youth arrested _____

How many misdemeanor arrests? _____

How many felony arrests? _____

Was the arrest related to a mental health issue? YES NO UNKNOWN N/A (Circle one)

Was the arrest related to a substance abuse issue? YES NO UNKNOWN N/A (Circle one)

Was child / youth detained in juvenile justice system? YES NO UNKNOWN (Circle one)

LEGAL *continued*

(skip this section if there are no changes)

Justice System Involvement

Was child / youth placed on probation? **YES** **NO** **UNKNOWN** **(Circle one)**

- If yes, what type: (Check one)

236/654 WIC - Voluntary Probation 601 WIC - Informal Types of Probation 602 WIC - Formal Probation

Date child / youth was placed on probation _____

Was the child / youth removed from probation? **YES** **NO** **UNKNOWN** **(Circle one)**

- If yes, provide date. _____

Was the child / youth placed on parole? **YES** **NO** **UNKNOWN** **(Circle one)**

- If yes, provide date. _____

Was the child / youth removed from parole? **YES** **NO** **UNKNOWN** **(Circle one)**

- If yes, provide date. _____

Was the child / youth detained in the child welfare system? **YES** **NO** **UNKNOWN** **(Circle one)**

- If yes, provide date. _____

Did the child / youth become a dependent of the court according to W & I Code 300 status? **YES** **NO** **UNKNOWN** **(Circle one)**

- If yes, provide date. _____

Was the child / youth removed from W & I Code 300 status? **YES** **NO** **UNKNOWN** **(Circle one)**

- If yes, provide date. _____

Did the child / youth become a ward of the court according to W & I Code 601 / 602 status? **YES** **NO** **UNKNOWN** **(Circle one)**

- If yes, provide date. _____

Was the child / youth removed from W & I Code 601 / 602 status? **YES** **NO** **UNKNOWN** **(Circle one)**

- If yes, provide date. _____

Was the treatment court ordered? **YES** **NO** **UNKNOWN** **(Circle one)**

- If yes, provide date. _____

Change Of Conservatorship Status

Has the child / youth been conserved? **YES** **NO** **UNKNOWN** **(Circle one)**

With whom? _____

Has the child / youth been removed from conservatorship? **YES** **NO** **UNKNOWN** **(Circle one)**

Date of conservatorship status change _____

COUNTY OF LOS ANGELES DEPARTMENT OF MENTAL HEALTH

OUTCOMES MEASURES APPLICATION

Transitional Age Youth (TAY) Baseline

Age Group: 16-25

ADMINISTRATIVE INFORMATION

Client ID _____ **Client DOB** _____

Episode ID _____ **Service Location / Provider Site ID** ☐☐☐☐

Client L. Name _____ **Client F. Name** _____

Partnership Date _____ **Assessment Date** _____

Partnership Service Coordinator ID _____ **Assessment Completed By:** ☐☐☐☐☐☐☐

FSP Program Name **(Check one)**

- ☐ **FSP-Child**
- ☐ **FSP-Adult**
- ☐ **FSP-Transitional Age Youth (TAY)**
- ☐ **Transitional Age Youth-Probation Camp Services**
- ☐ **Specialized Foster Care-Intensive Services**
- ☐ **Specialized Foster Care-Basic Mental Health Services**

Who referred the client? **(Check one)**

- ☐ Acute Psychiatric / State Hospital
- ☐ Emergency Room
- ☐ Faith-based Organization
- ☐ Family Member
- ☐ Friend / Neighbor
- ☐ Homeless Shelter
- ☐ Jail / Prison
- ☐ Juvenile Hall / Camp / Ranch / California Youth Authority
- ☐ Mental Health Facility / Community Agency
- ☐ Other
- ☐ Other County / Community Agency
- ☐ Primary Care / Medical Office
- ☐ School
- ☐ Self
- ☐ Significant Other
- ☐ Social Services Agency
- ☐ Street Outreach
- ☐ Substance Abuse Treatment Facility / Agency

In which programs is the client currently involved? **(Check all that apply)**

- AB2034 ☐
- Governor's Homeless Initiative (GHI) ☐
- Transition Age Youth Program ☐

ADMINISTRATIVE INFORMATION *continued*

Indicate FSP focal population of a Transition Age Youth (TAY) **(Check all that apply)**

- Homeless or currently at risk of homelessness ☐
  - Indicate current living situation _____

Youth aging out of:

- Child mental health system ☐
- Child welfare system and/or ☐
- Juvenile justice system ☐

Youth leaving long-term institutional care:

- Level 12-14 group homes ☐
- Community Treatment Facility (CTF) ☐
- Institution of Mental Disease (IMD) ☐
- State Hospital and/or ☐
- Probation Camps ☐
  - Estimated discharge date: _____
- Youth experiencing first psychotic break ☐
- Other, describe ☐ _____

LIVING ARRANGEMENTS

Residential Type	From	To	Tonight (Check one in this column)	Yesterday (as of 11:59 PM the day BEFORE the partnership began) (Check one in this column)	During PAST 12 months indicate the TOTAL:		Prior to the last 12 months (Check all that apply)
					# Occurrences	# Days	
Acute Medical Hospital			☐	☐			☐
Acute Psychiatric Hospital / Psychiatric Health Facility (PHF)			☐	☐			☐
Alcohol or Substance Abuse Residential Rehabilitation			☐	☐			☐
Calif Youth Authority			☐	☐			☐
Crisis Residential Housing			☐	☐			☐
D-Rate Foster home (non-relative)			☐	☐			☐
D-Rate Foster home (relative)			☐	☐			☐
Emergency Shelter			☐	☐			☐
Foster Home – with non-relatives			☐	☐			☐
Foster Home – with relatives			☐	☐			☐
Group living home			☐	☐			☐
Homeless (includes people living in their cars)			☐	☐			☐
Institution for Mental Disease (IMD)			☐	☐			☐
Jail			☐	☐			☐
Juvenile Hall			☐	☐			☐
Juvenile Probation Camp/Ranch			☐	☐			☐
Kin-Guardian Assist Program			☐	☐			☐
Licensed Community Care Facility (Board and Care)			☐	☐			☐

LIVING ARRANGEMENTS *continued*

Residential Type	From	To	Tonight (Check one in this column)	Yesterday (as of 11:59 PM the day BEFORE the partnership began) (Check one in this column)	During PAST 12 months indicate the TOTAL:		Prior to the last 12 months (Check all that apply)
					# Occurrences	# Days	
Lives in a Community Treatment Facility			☐	☐			☐
Lives in a Group Home (L 0-9)			☐	☐			☐
Lives in a Group Home (L 10-11)			☐	☐			☐
Lives in a Group Home (L 12)			☐	☐			☐
Lives in a Group Home (L 14)			☐	☐			☐
Lives in an apartment or house alone / with spouse / partner / minor children / other dependents / roommate – must hold lease or share in rent / mortgage			☐	☐			☐
Lives with adult family members other than parents – non foster care			☐	☐			☐
Lives with Biological / Adoptive Parents			☐	☐			☐
Long Term Residential Program			☐	☐			☐
Mental Health Rehabilitation Center (MHRC)			☐	☐			☐
Other			☐	☐			☐
Prison			☐	☐			☐
Single Room Occupancy (SRO) (must hold lease)			☐	☐			☐
Skilled Nursing - Physical			☐	☐			☐
Skilled Nursing - Psychiatric			☐	☐			☐
Sober Living Home			☐	☐			☐
State Psychiatric Hospital			☐	☐			☐
Temporary Housing (includes people living with friends but paying no rent)			☐	☐			☐
Therapeutic Foster Home			☐	☐			☐
Transitional Residential Program			☐	☐			☐
Unknown			☐	☐			☐
Unlicensed but supervised individual placement (includes paid caretakers, personal care attendants, etc.)			☐	☐			☐

If the client was in a residential type more than once list it on the following page

Is client at risk of being removed from their current living arrangement?	**YES**	**NO**	**UNKNOWN**	**(Circle one)**
Is client's living arrangement suitable? (According to clinician)	**YES**	**NO**	**UNKNOWN**	**(Circle one)**
Is the living arrangement the least restrictive setting? (According to clinician)	**YES**	**NO**	**UNKNOWN**	**(Circle one)**
Is client satisfied with current living arrangement?	**YES**	**NO**	**UNKNOWN**	**(Circle one)**
Have there been Suspected Dependent Adult Abuse reports made related to living arrangements?	**YES**	**NO**	**UNKNOWN**	**(Circle one)**
Have there been Suspected Child Abuse reports made related to living arrangements?	**YES**	**NO**	**UNKNOWN**	**(Circle one)**
Have there been incidents of violence related to living arrangements?	**YES**	**NO**	**UNKNOWN**	**(Circle one)**

LIVING ARRANGEMENTS *continued*

Residential Type	From	To	Tonight (Check one in this column)	Yesterday (as of 11:59 PM the day BEFORE the partnership began) (Check one in this column)	During PAST 12 months indicate the TOTAL:		Prior to the last 12 months (Check all that apply)
					# Occurrences	# Days	
			☐	☐			☐
			☐	☐			☐
			☐	☐			☐
			☐	☐			☐
			☐	☐			☐
			☐	☐			☐
			☐	☐			☐
			☐	☐			☐
			☐	☐			☐
			☐	☐			☐
			☐	☐			☐
			☐	☐			☐

SOCIAL SUPPORT

Identify current status. **(Check all that apply)**

Socializes with others	YES	NO	UNKNOWN	(Circle one)
Receives spiritual support from Clergy	YES	NO	UNKNOWN	(Circle one)
Develops and maintains friendships	YES	NO	UNKNOWN	(Circle one)
Requires protection from abuse	YES	NO	UNKNOWN	(Circle one)

Client has age appropriate, positive peer relationships?	YES	NO	UNKNOWN		(Circle one)
Client has age appropriate involvement in family?	YES	NO	UNKNOWN	N/A	(Circle one)

Client has supportive interactions / relationships with:

Parent	YES	NO	UNKNOWN	N/A	(Circle one)
Family	YES	NO	UNKNOWN	N/A	(Circle one)
Caregiver	YES	NO	UNKNOWN	N/A	(Circle one)

Is the family or significant other(s) involved in client's treatment?	YES	NO	UNKNOWN		(Circle one)
Client has access to at least one stable, supportive adult?	YES	NO	UNKNOWN	N/A	(Circle one)

FINANCIAL

Benefits: Identify current status. **(Check all that apply)**

Medi-Cal	☐	AB 3632 / SB 90	☐	Private Insurance	☐
Medicare	☐	Healthy Families	☐	HMO	☐
Veteran's Assistance (VA) Benefits	☐	Participant in CalWORKs	☐	Healthy Kids	☐

Sources of Financial Support Indicate all the sources of financial support used to meet the needs of the client:	DURING THE PAST 12 MONTHS		CURRENT	
	Check all that apply	Monthly Average Amount	Check all that apply	Monthly Average Amount
Caregiver's Wages	☐		☐	
Client's Wages	☐		☐	
Client's Spouse / Significant Other's Wages	☐		☐	
Savings	☐		☐	
Other Family Member / Friend	☐		☐	
Retirement / Social Security Income	☐		☐	
Veteran's Assistance (VA) Benefits	☐		☐	
Loan / Credit	☐		☐	
Housing Subsidy	☐		☐	
General Relief (GR) / General Assistance (GA)	☐		☐	
Food Stamps	☐		☐	
Temporary Assistance for Needy Families (TANF) / CalWORKS	☐		☐	
Supplemental Security Income / State Supplementary Payment (SSI / SSP) Program	☐		☐	
Social Security Disability Insurance (SSDI)	☐		☐	
State Disability Insurance (SDI)	☐		☐	
American Indian Tribal Benefits (e.g. per capita, revenue sharing, trust disbursements)	☐		☐	
Unemployment	☐		☐	
Child Support	☐		☐	
Other	☐		☐	

FINANCIAL *continued*

Does the client CURRENTLY have a payee? **YES NO UNKNOWN** **(Circle one)**

If yes, with whom?

Has client had a Payee for finances in last 12 months? **YES NO UNKNOWN** **(Circle one)**

Did the client have a payee anytime prior to the last 12 months? **YES NO UNKNOWN** **(Circle one)**

DAILY ACTIVITIES / VOCATIONAL / EDUCATIONAL LEVEL

Educational Setting

Highest level of education attained. **(Check one)**

- ☐ Day Care
- ☐ Preschool
- ☐ Kindergarten
- ☐ 1st Grade
- ☐ 2nd Grade
- ☐ 3rd Grade
- ☐ 4th Grade
- ☐ 5th Grade
- ☐ 6th Grade
- ☐ 7th Grade
- ☐ 8th Grade
- ☐ 9th Grade
- ☐ 10th Grade
- ☐ 11th Grade
- ☐ 12th Grade
- ☐ GED course work
- ☐ No High School Diploma / No GED
- ☐ High School Diploma / GED
- ☐ Less than 2 years college / Some Technical / Vocational Training
- ☐ AA Degree
- ☐ Technical / Vocational Degree
- ☐ 3-4 Years College
- ☐ Bachelor's Degree (B.A., B.S.)
- ☐ Less than 2 years graduate school
- ☐ Master's Degree (M.A., M.S.W.)
- ☐ 3-4 years graduate training
- ☐ Doctoral Degree (M.D., Ph.D.)
- ☐ Level Unknown (e.g., client in non-public school)

Is the client required by law to attend school? **YES NO UNKNOWN** **(Circle one)**

Indicate how many weeks the client was enrolled at each of the following educational settings during the past 12 months.	From	To	Number of Weeks	Average Number of Hours per Week
Not in school of any kind				
High School / GED Preparation / Adult Education				
Technical / Vocational school				
Community College / 4 year College				
Graduate School				
Alternative Educational Setting				
Other				

Current Educational Setting	Check all that apply	Average Number of Hours per Week
Not in school of any kind	☐	
High School / GED Preparation / Adult Education	☐	
Technical / Vocational school	☐	
Community College / 4 year College	☐	
Graduate School	☐	
Alternative Educational Setting	☐	
Other	☐	

Does one of the client's current recovery goals include any kind of education at this time? **YES NO UNKNOWN** **(Circle one)**

Client has age appropriate involvement in school activities? **YES NO UNKNOWN** **(Circle one)**

Client has age appropriate involvement in the community? **YES NO UNKNOWN** **(Circle one)**

Client's performance meets developmental expectations? **YES NO UNKNOWN** **(Circle one)**

DAILY ACTIVITIES / VOCATIONAL / EDUCATIONAL LEVEL *continued*

Is the client currently receiving special education due to a Serious Emotional Disturbance (SED)?	**YES**	**NO**	**UNKNOWN**	**(Circle one)**
Is the client receiving special education due to another reason?	**YES**	**NO**	**UNKNOWN**	**(Circle one)**
Does client have a current Individualized Education Plan (IEP) or Individualized Family Services Plan (IFSP)?	**YES**	**NO**	**UNKNOWN**	**(Circle one)**
Does this client currently receive Regional Center Services?	**YES**	**NO**	**UNKNOWN**	**(Circle one)**
Is the client currently receiving home study?	**YES**	**NO**	**UNKNOWN**	**(Circle one)**

During the last 12 months, on an average, how many hours per week did the client participate in extra-curricular activities (sports, music, etc.)? _____

Within the last 4 weeks, on an average, how many hours per week did the client participate in extra-curricular activities (sports, music, etc.)? _____

School Attendance

Estimate the client's attendance level during the past 12 months:
(Excludes scheduled breaks and excused absences) **(Check one)**

☐ Always attends school (never truant) ☐ Attends school most of the time
☐ Sometimes attends school ☐ Infrequently attends school ☐ Never attends school

Estimate the client's attendance level currently:
(Excludes scheduled breaks and excused absences) **(Check one)**

☐ Always attends school (never truant) ☐ Attends school most of the time
☐ Sometimes attends school ☐ Infrequently attends school ☐ Never attends school

Currently, his / her grades are: **(Check one)**

☐ Very Good ☐ Good ☐ Average ☐ Below Average ☐ Poor

In the last 12 months, the client's grades were: **(Check one)**

☐ Very Good ☐ Good ☐ Average ☐ Below Average ☐ Poor

During the past 12 months the client had:

Number of suspensions _____ Number of expulsions _____

DAILY ACTIVITIES / VOCATIONAL / EDUCATIONAL LEVEL *continued*

EMPLOYMENT DURING THE PAST 12 MONTHS Indicate how many weeks the client was employed in each of the following settings during the past 12 months.	Number of Weeks	Average Number of Hours per Week	Average Hourly Wage
Competitive Employment Paid employment in the community in a position that is also open to individuals without disability			
Supported Employment Competitive Employment (see above) with ongoing on-site or off-site job related support services provided			
Transitional Employment / Enclave Paid jobs in the community that are 1) open only to individuals with a disability AND 2) are either time-limited for the purpose of moving to a more permanent job OR are part of a group of disabled individuals who are working as a team in the midst of teams of non-disabled individuals who are performing the same work			
Paid In-House Work (Sheltered Workshop / Work Experience / Agency-Owned Business) Paid jobs open only to program participants with a disability. A Sheltered Workshop usually offers sub-minimum wage work in a simulated environment. A Work Experience (Adjustment) Program within an agency provides exposure to the standard expectations and advantages of employment. An Agency-Owned Business serves customers outside the agency and provides realistic work experiences and can be located at the program site or in the community			
Non-paid (Volunteer) Work Experience Non-paid (volunteer) jobs in an agency or volunteer work in the community that provides exposure to the standard expectations of employment			
Other Gainful / Employment Activity Any informal employment activity that increases the client's income (e.g., recycling, gardening, babysitting) OR participation in formal structured classes and/or workshops providing instruction on issues pertinent to getting a job. (Does NOT include such activities as panhandling or illegal activities such as prostitution)			
Unemployed			

CURRENT EMPLOYMENT	Average Number of Hours per Week	Hourly Wage
Competitive Employment Paid employment in the community in a position that is also open to individuals without disability		
Supported Employment Competitive Employment (see above) with ongoing on-site or off-site job related support services provided		
Transitional Employment / Enclave Paid jobs in the community that are 1) open only to individuals with a disability AND 2) are either time-limited for the purpose of moving to a more permanent job OR are part of a group of disabled individuals who are working as a team in the midst of teams of non-disabled individuals who are performing the same work		
Paid In-House Work (Sheltered Workshop / Work Experience / Agency-Owned Business) Paid jobs open only to program participants with a disability. A Sheltered Workshop usually offers sub-minimum wage work in a simulated environment. A Work Experience (Adjustment) Program within an agency provides exposure to the standard expectations and advantages of employment. An Agency-Owned Business serves customers outside the agency and provides realistic work experiences and can be located at the program site or in the community		
Non-paid (Volunteer) Work Experience Non-paid (volunteer) jobs in an agency or volunteer work in the community that provides exposure to the standard expectations of employment		
Other Gainful / Employment Activity Any informal employment activity that increases the client's income (e.g., recycling, gardening, babysitting) OR participation in formal structured classes and/or workshops providing instruction on issues pertinent to getting a job. (Does NOT include such activities as panhandling or illegal activities such as prostitution)		

Is the client unemployed at this time? **YES NO UNKNOWN** **(Circle one)**

Does one of the client's current recovery goals include any kind of employment at this time? **YES NO UNKNOWN** **(Circle one)**

PHYSICAL HEALTH

	Current (Last 4 Weeks) (Circle one for each question)	Last 12 Months (Circle one for each question)
Client states they are in good physical health?	YES NO UNKNOWN	YES NO UNKNOWN
Client has needed medical services?	YES NO UNKNOWN	YES NO UNKNOWN
Client receives needed medical services?	YES NO UNKNOWN	YES NO UNKNOWN
Client has a primary care physician?	YES NO UNKNOWN	YES NO UNKNOWN
Client uses a primary care physician?	YES NO UNKNOWN	YES NO UNKNOWN
Client has needed dental services?	YES NO UNKNOWN	YES NO UNKNOWN
Client receives needed dental services?	YES NO UNKNOWN	YES NO UNKNOWN
Client demonstrates signs of regressive behavior (bed wetting, soiling)?	YES NO UNKNOWN	YES NO UNKNOWN
Client demonstrates self-injurious behavior?	YES NO UNKNOWN	YES NO UNKNOWN
Client has violent encounters?	YES NO UNKNOWN	YES NO UNKNOWN
Is client obese (based on BMI)?	YES NO UNKNOWN	YES NO UNKNOWN
Has client ever been told by a physician that he/she has diabetes?	YES NO UNKNOWN	YES NO UNKNOWN

Is the client pregnant? YES NO UNKNOWN N/A (Circle one)

Is the client receiving prenatal care? YES NO UNKNOWN N/A (Circle one)

Did client receive physical health services from a DHS clinic or hospital in the past 12 months? YES NO UNKNOWN (Circle one)

Does the client have a chronic physical health care problem or problems that require periodic medical services? YES NO UNKNOWN (Circle one)

CRISIS STABILIZATION / PMRT

Did the client receive services in an Emergency Room or Crisis Stabilization? YES NO UNKNOWN (Circle one) How many times? _____

Identify how many times in ER for: Physical Health _____ Psychiatric _____ Substance Abuse _____

Identify how many times in Crisis Stabilization for: Psychiatric _____ Substance Abuse _____

Was client seen by the Psychiatric Mobile Response Teams or 24/7 Response Teams within last 12 months? YES NO UNKNOWN (Circle one) How many times? _____

Did any of the Psychiatric Mobile Response Team or 24/7 Response Teams calls result in a hospitalization? YES NO UNKNOWN (Circle one) How many times? _____

LEGAL

Justice System Involvement

Did client have contact with the police within last 12 months?	YES	NO	UNKNOWN		(Circle one)
Was the contact related to mental health issues?	YES	NO	UNKNOWN	N/A	(Circle one)
Was the contact related to substance abuse issues?	YES	NO	UNKNOWN	N/A	(Circle one)
Was the client arrested anytime during the last 12 months?	YES	NO	UNKNOWN		(Circle one)

Indicate the number of times client was arrested during the past 12 months. _____

How many were misdemeanors? _____

How many were felonies? _____

Were any of the arrests related to a mental health issue?	YES	NO	UNKNOWN	N/A	(Circle one)
Were any of the arrests related to a substance abuse issue?	YES	NO	UNKNOWN	N/A	(Circle one)
Was client detained in juvenile justice system **or** incarcerated within last 12 months?	YES	NO	UNKNOWN		(Circle one)
Was treatment court ordered within last 12 months?	YES	NO	UNKNOWN		(Circle one)
Was the client arrested anytime prior to the last 12 months?	YES	NO	UNKNOWN		(Circle one)
Has client been on probation during past 12 months?	YES	NO	UNKNOWN		(Circle one)

- If yes, what type: (Check one)

☐ 236/654 WIC - Voluntary Probation ☐ 601 WIC - Informal Types of Probation ☐ 602 WIC - Formal Probation

Is the client on probation?	YES	NO	UNKNOWN	(Circle one)
Was the client on probation prior to the last 12 months?	YES	NO	UNKNOWN	(Circle one)
Is client currently a ward of the court according to W & I Code 601 / 602 status?	YES	NO	UNKNOWN	(Circle one)
Has the client been a ward of the court according to W & I Code 601 / 602 status any time during the past 12 months?	YES	NO	UNKNOWN	(Circle one)
Has client been on parole during past 12 months?	YES	NO	UNKNOWN	(Circle one)
Is client on parole?	YES	NO	UNKNOWN	(Circle one)
Was the client on parole prior to the last 12 months?	YES	NO	UNKNOWN	(Circle one)

Dependent (W&I Code 300 Status) Information

Was client detained in child welfare system within last 12 months?	YES	NO	UNKNOWN	(Circle one)
Did client become a dependent of the court in last 12 months?	YES	NO	UNKNOWN	(Circle one)
Was the client a dependant of the court anytime prior to the last 12 months?	YES	NO	UNKNOWN	(Circle one)

If the client was ever a dependant of the court, indicate the year he / she was first placed on W & I Code 300 Status: _____

Is client currently a dependent of the court according to W & I Code 300 status?	YES	NO	UNKNOWN	(Circle one)

LEGAL *continued*

Substance Abuse

Client uses substances?	YES	NO	UNKNOWN		(Circle one)
Client abuses substances?	YES	NO	UNKNOWN		(Circle one)
In the opinion of the partnership service coordinator, does the client have a co-occurring mental illness and substance use problem?	YES	NO	UNKNOWN		(Circle one)
- If yes:					
- Is this an active problem?	YES	NO	UNKNOWN	N/A	(Circle one)
- Is the client currently receiving substance abuse services?	YES	NO	UNKNOWN	N/A	(Circle one)

Conservatorship Information

Was client conserved 12 months prior to enrollment?	YES	NO	UNKNOWN	(Circle one)
Was the client on conservatorship anytime prior to the last 12 months?	YES	NO	UNKNOWN	(Circle one)
Is the client currently on conservatorship?	YES	NO	UNKNOWN	(Circle one)
If yes, with whom?				

Custody Information

Indicate the total number of children the **client** has who are CURRENTLY:
If client has no children enter **0** in the following boxes

Placed on W & I Code 300 Status: (Dependent of the court)	
Placed in Foster Care	
Legally Reunified with client	
Adopted Out	
Living with the client	

COUNTY OF LOS ANGELES DEPARTMENT OF MENTAL HEALTH

OUTCOMES MEASURES APPLICATION

Transitional Age Youth (TAY) 3-Month (3M)

Age Group: 16-25

ADMINISTRATIVE INFORMATION

Client ID _____ **Client DOB** _____

Episode ID _____ **Service Location / Provider Site ID** ☐☐☐☐

Client L. Name _____ **Client F. Name** _____

Partnership Date _____ **Assessment Date** _____

Partnership Service Coordinator ID _____ **Assessment Completed By:** ☐☐☐☐☐☐☐

FSP Program Name (Check one) ☐ **FSP-Child** ☐ **FSP-Adult**

☐ **FSP-Transitional Age Youth (TAY)** ☐ **Transitional Age Youth-Probation Camp Services**

☐ **Specialized Foster Care-Intensive Services** ☐ **Specialized Foster Care-Basic Mental Health Services**

FINANCIAL

Sources of Financial Support Indicate all the sources of financial support used to meet the needs of the client:	**CURRENT**	
	Check all that apply	**Monthly Average Amount**
Caregiver's Wages	☐	
Client's Wages	☐	
Client's Spouse / Significant Other's Wages	☐	
Savings	☐	
Other Family Member / Friend	☐	
Retirement / Social Security Income	☐	
Veteran's Assistance (VA) Benefits	☐	
Loan / Credit	☐	
Housing Subsidy	☐	
General Relief (GR) / General Aassistance (GA)	☐	
Food Stamps	☐	
Temporary Assistance for Needy Families (TANF) / CalWORKS	☐	
Supplemental Security Income / State Supplementary Payment (SSI / SSP) Program	☐	
Social Security Disability Insurance (SSDI)	☐	
State Disability Insurance (SDI)	☐	
American Indian Tribal Benefits (e.g. per capita, revenue sharing, trust disbursements)	☐	
Unemployment	☐	
Child Support	☐	
Other	☐	

DAILY ACTIVITIES / VOCATIONAL / EDUCATIONAL LEVEL

Is the client currently receiving special education due to a Serious Emotional Disturbance (SED)? **YES NO UNKNOWN** (Circle one)

Date of change _____

Is the client currently receiving special education due to another reason? **YES NO UNKNOWN** (Circle one)

Is the client required by law to attend school? **YES NO UNKNOWN** (Circle one)

Does client have a current Individualized Education Plan (IEP) or Individualized Family Services Plan (IFSP)? **YES NO UNKNOWN** (Circle one)

Does this client currently receive Regional Center Services? **YES NO UNKNOWN** (Circle one)

If the change reflects a DECREASE in attendance check the reasons why: (Check all that apply)

- ☐ Physical Health Reasons
- ☐ Mental Health Reasons
- ☐ Substance Abuse Reasons
- ☐ Personal / Family Reasons
- ☐ Juvenile Justice Related
- ☐ Truant

Decrease due to change in educational plan requirements **YES NO** (Circle one)

Other reason **YES NO** (Circle one) Specify: _____

Estimate the client's attendance level currently: (Excludes scheduled breaks and excused absences.)

- ☐ Always attends school (never truant)
- ☐ Attends school most of the time
- ☐ Sometimes attends school
- ☐ Infrequently attends school
- ☐ Never attends school

CURRENTLY, the client's grades are:

- ☐ Very Good
- ☐ Good
- ☐ Average
- ☐ Below Average
- ☐ Poor

PHYSICAL HEALTH

	Current (Circle one for each question)
Client states they are in good physical health?	YES NO UNKNOWN
Client has needed medical services?	YES NO UNKNOWN
Client receives needed medical services?	YES NO UNKNOWN
Client has a primary care physician?	YES NO UNKNOWN
Client uses a primary care physician?	YES NO UNKNOWN
Client has needed dental services?	YES NO UNKNOWN
Client receives needed dental services?	YES NO UNKNOWN
Client demonstrates signs of regressive behavior (bed wetting, soiling)?	YES NO UNKNOWN
Client demonstrates self-injurious behavior?	YES NO UNKNOWN
Client has violent encounters?	YES NO UNKNOWN
Is client obese (based on BMI)?	YES NO UNKNOWN
Has client ever been told by a physician that he/she has diabetes?	YES NO UNKNOWN

Is the client pregnant? **YES NO UNKNOWN N/A** (Circle one)

Is the client receiving prenatal care? **YES NO UNKNOWN N/A** (Circle one)

Did client receive physical health services from a DHS clinic or hospital? **YES NO UNKNOWN** (Circle one)

Does the client have a chronic physical health care problem or problems that require periodic medical services? **YES NO UNKNOWN** (Circle one)

LEGAL

Substance Abuse

Client uses substances?	**YES**	**NO**	**UNKNOWN**		**(Circle one)**
Client abuses substances?	**YES**	**NO**	**UNKNOWN**		**(Circle one)**
In the opinion of the partnership service coordinator, does the client have a co-occurring mental illness and substance use problem?	**YES**	**NO**	**UNKNOWN**		**(Circle one)**
- If yes:					
- Is this an active problem?	**YES**	**NO**	**UNKNOWN**	**N/A**	**(Circle one)**
- Is the client currently receiving substance abuse services?	**YES**	**NO**	**UNKNOWN**	**N/A**	**(Circle one)**

Custody Information

Indicate the total number of children the **client** has who are CURRENTLY:
If client has no children enter **0** in the following boxes

Placed on W & I Code 300 Status: (Dependent of the court)	
Placed in Foster Care	
Legally Reunified with client	
Adopted Out	
Living with the client	

COUNTY OF LOS ANGELES DEPARTMENT OF MENTAL HEALTH

OUTCOMES MEASURES APPLICATION

Transitional Age Youth (TAY) KEC

Age Group: 16-25

ADMINISTRATIVE INFORMATION

Client ID _____ **Client DOB** _____

Episode ID _____ **Service Location / Provider Site ID** ☐☐☐☐

Client L. Name _____ **Client F. Name** _____

Partnership Date _____ **Assessment Date** _____

Partnership Service Coordinator ID _____ **Assessment Completed By:** ☐☐☐☐☐☐☐

CHANGE IN ADMINISTRATIVE INFORMATION

(skip this section if there are no changes)

New Service Location / Provider Site ID ☐☐☐☐ **Date of Service Location / Provider Site ID change** _____

New Partnership Service Coordinator ID _____ **Date of Partnership Service Coordinator ID change** _____

New FSP Program Name **(Check one)** ☐ **FSP-Child** ☐ **FSP-Adult**

☐ **FSP-Transitional Age Youth (TAY)** ☐ **Transitional Age Youth-Probation Camp Services**

☐ **Specialized Foster Care-Intensive Services** ☐ **Specialized Foster Care-Basic Mental Health Services**

Date of FSP Program Change _____

In which programs is the client currently involved?

AB2034 ☐ Date of AB2034 change _____

Governor's Homeless Initiative (GHI) ☐ Date of Governor's Homeless Initiative (GHI) change _____

Transition Age Youth Program ☐ Date of Transition Age Youth Program Change _____

Date of Partnership status change _____

Indicate new partnership status

☐ Discontinuation / Interruption of Full Service Partnership and/or community services / program **(Indicate reason below)**

☐ Reestablishment of Full Service Partnership and/or community services / program

CHANGE IN ADMINISTRATIVE INFORMATION *continued*

(skip this section if there are no changes)

If there is a DISCONTINUATION / INTERRUPTION of Full Service Partnership and/or community services / program, indicate the reason **(Check one)**:

- ☐ After repeated attempts to contact client, client cannot be located.
- ☐ Client decided to discontinue Full Service Partnership participation after partnership established.
- ☐ Client has successfully met his / her goals such that discontinuation of Full Service Partnership is appropriate.
- ☐ Client is deceased.
- ☐ Client moved to another county / service area.
- ☐ Community services / program interrupted - Client will be serving jail / prison sentence.
- ☐ Community services / program interrupted - Client's circumstances reflect a need for residential / institutional mental health services at this time (such as IMD, MHRC, State Hospital).
- ☐ Target population criteria are not met.

LIVING ARRANGEMENTS

(skip this section if there are no changes)

Client has had a change in living arrangement? (Check one in this column)	Residential Type	Date of Change	Why did client change residential status? (Select from choices at the bottom of the page)	If the move is due to a reason other than jail or hospital. In the opinion of the client, is this a positive or negative change?	Do the client and staff person collaboratively view this as an appropriate change given the current needs and goals of the client? (Circle one for each selection)
☐	Acute Medical Hospital				YES NO UNKNOWN N/A
☐	Acute Psychiatric Hospital / Psychiatric Health Facility (PHF)				YES NO UNKNOWN N/A
☐	Alcohol or Substance Abuse Residential Rehabilitation				YES NO UNKNOWN N/A
☐	California Youth Authority				YES NO UNKNOWN N/A
☐	Crisis Residential Housing				YES NO UNKNOWN N/A
☐	D-Rate Foster home (non-relative)				YES NO UNKNOWN N/A
☐	D-Rate Foster home (relative)				YES NO UNKNOWN N/A
☐	Emergency Shelter				YES NO UNKNOWN N/A
☐	Foster Home – with non-relatives				YES NO UNKNOWN N/A
☐	Foster Home – with relatives				YES NO UNKNOWN N/A
☐	Group living home				YES NO UNKNOWN N/A
☐	Homeless (includes people living in their cars)				YES NO UNKNOWN N/A
☐	Institution for Mental Disease (IMD)				YES NO UNKNOWN N/A
☐	Jail				YES NO UNKNOWN N/A
☐	Juvenile Hall				YES NO UNKNOWN N/A
☐	Juvenile Probation Camp/Ranch				YES NO UNKNOWN N/A
☐	Kin-Guardian Assist Program				YES NO UNKNOWN N/A
☐	Licensed Community Care Facility (Board and Care)				YES NO UNKNOWN N/A

Why did client change residential status?

1) Asked to leave by other(s)
2) At risk, sibling abuse
3) Caretaker / Absent or incapacitated
4) Decrease functioning
5) Decrease in financial status
6) Desired increase independence
7) Dissatisfied with prior living situation
8) Emotional abuse
9) General neglect
10) Health Reasons
11) Improved Functioning
12) Increase in financial resources
13) More affordable house / apartment
14) New / Better House / Apartment
15) Non-Payment of rent / evicted
16) Other
17) Physical Abuse
18) Sexual Abuse
19) Unable to maintain level of independence

LIVING ARRANGEMENTS *continued*

(skip this section if there are no changes)

Client has had a change in living arrangement? (Check one in this column)	Residential Type	Date of Change	Why did client change residential status? (Select from choices at the bottom of the page)	If the move is due to a reason other than jail or hospital. In the opinion of the client, is this a positive or negative change?	Do the client and staff person collaboratively view this as an appropriate change given the current needs and goals of the client? (Circle one for each selection)
☐	Lives in a Community Treatment Facility				YES NO UNKNOWN N/A
☐	Lives in a Group Home (L 0-9)				YES NO UNKNOWN N/A
☐	Lives in a Group Home (L10-11)				YES NO UNKNOWN N/A
☐	Lives in a Group Home (L 12)				YES NO UNKNOWN N/A
☐	Lives in a Group Home (L 14)				YES NO UNKNOWN N/A
☐	Lives in an apartment or house alone / with spouse / partner / minor children / other dependents / roommate – must hold lease or share in rent / mortgage				YES NO UNKNOWN N/A
☐	Lives with adult family members other than parents (non-foster care)				YES NO UNKNOWN N/A
☐	Lives with Biological / Adoptive Parents				YES NO UNKNOWN N/A
☐	Long Term Residential Program				YES NO UNKNOWN N/A
☐	Mental Health Rehabilitation Center (MHRC)				YES NO UNKNOWN N/A
☐	Other				YES NO UNKNOWN N/A
☐	Prison				YES NO UNKNOWN N/A
☐	Single Room Occupancy (SRO) (must hold lease)				YES NO UNKNOWN N/A
☐	Skilled Nursing - Physical				YES NO UNKNOWN N/A
☐	Skilled Nursing - Psychiatric				YES NO UNKNOWN N/A
☐	Sober Living Home				YES NO UNKNOWN N/A
☐	State Psychiatric Hospital				YES NO UNKNOWN N/A
☐	Temporary Housing (includes people living with friends but paying no rent)				YES NO UNKNOWN N/A
☐	Therapeutic Foster Home				YES NO UNKNOWN N/A
☐	Transitional Residential Program				YES NO UNKNOWN N/A
☐	Unknown				YES NO UNKNOWN N/A
☐	Unlicensed but supervised individual placement (includes paid caretakers, personal care attendants, etc.)				YES NO UNKNOWN N/A

Why did client change residential status?

1) Asked to leave by other(s)
2) At risk, sibling abuse
3) Caretaker / Absent or incapacitated
4) Decrease functioning
5) Decrease in financial status
6) Desired increase independence
7) Dissatisfied with prior living situation
8) Emotional abuse
9) General neglect
10) Health Reasons
11) Improved Functioning
12) Increase in financial resources
13) More affordable house / apartment
14) New / Better House / Apartment
15) Non-Payment of rent / evicted
16) Other
17) Physical Abuse
18) Sexual Abuse
19) Unable to maintain level of independence

LIVING ARRANGEMENTS *continued*

(skip this section if there are no changes)

Is client at risk of being removed from their current living arrangement?	YES	NO	UNKNOWN	(Circle one)
Is client's living arrangement suitable? (According to clinician)	YES	NO	UNKNOWN	(Circle one)
Is the living arrangement the least restrictive setting? (According to clinician)	YES	NO	UNKNOWN	(Circle one)
Is client satisfied with current living arrangement?	YES	NO	UNKNOWN	(Circle one)
Have there been Suspected Dependent Adult Abuse reports made related to living arrangement?	YES	NO	UNKNOWN	(Circle one)
Have there been Suspected Child Abuse reports made related to living arrangement?	YES	NO	UNKNOWN	(Circle one)
Have there been incidents of violence related to living arrangement?	YES	NO	UNKNOWN	(Circle one)

SOCIAL SUPPORT

(skip this section if there are no changes)

Identify current status. **(Check all that apply)**

Socializes with others	YES	NO	UNKNOWN	(Circle one)
Receives spiritual support from Clergy	YES	NO	UNKNOWN	(Circle one)
Develops and maintains friendships	YES	NO	UNKNOWN	(Circle one)
Requires protection from abuse	YES	NO	UNKNOWN	(Circle one)

Client has age appropriate, positive peer relationships?	YES	NO	UNKNOWN		(Circle one)
Client has age appropriate involvement in family?	YES	NO	UNKNOWN	N/A	(Circle one)

Client has supportive interactions / relationships with:

Parent	YES	NO	UNKNOWN	N/A	(Circle one)
Family	YES	NO	UNKNOWN	N/A	(Circle one)
Caregiver	YES	NO	UNKNOWN	N/A	(Circle one)

Is the family or significant other(s) involved in client's treatment?	YES	NO	UNKNOWN		(Circle one)
Client has access to at least one stable, supportive adult?	YES	NO	UNKNOWN	N/A	(Circle one)

FINANCIAL

(skip this section if there are no changes)

Benefits: Identify current status. **(Check all that apply)**

Medi-Cal	☐	AB 3632 / SB 90	☐	Private Insurance	☐
Medicare	☐	Healthy Families	☐	HMO	☐
Veteran's Assistance (VA) Benefits	☐	Participant in CalWORKs	☐	Healthy Kids	☐

Change in payee status

Has the client been placed on Payee status?	YES	NO	UNKNOWN	(Circle one)
Has the client been removed from Payee status?	YES	NO	UNKNOWN	(Circle one)

Date of Payee Status Change _____

DAILY ACTIVITIES / VOCATIONAL / EDUCATIONAL LEVEL

(skip this section if there are no changes)

Educational Setting

New Educational Setting **(Check one)**

- ☐ Not in school of any kind
- ☐ High School / Adult Education
- ☐ Technical / Vocational School
- ☐ Community College / 4 year College
- ☐ Graduate School
- ☐ Other

Date of educational setting change _____

Average number of hours per week in school (1-40) _____

If the client is in some way STOPPING school or training (e.g. graduation, summer vacation, dropped out):

Did the client successfully complete the current term or course?	**YES**	**NO**	**UNKNOWN**	**N/A**	**(Circle one)**
Did the client successfully complete a degree or training program?	**YES**	**NO**	**UNKNOWN**		**(Circle one)**

If the client is in some way BEGINNING school or training:

Will the client formally enroll in a new class / course?	**YES**	**NO**	**UNKNOWN**	**N/A**	**(Circle one)**
Will the client be enrolled in a program with a goal beyond the completion of this particular class / course or term?	**YES**	**NO**	**UNKNOWN**	**N/A**	**(Circle one)**
Does one of the client's current recovery goals include any kind of education, at this time?	**YES**	**NO**	**UNKNOWN**		**(Circle one)**

Highest level of education attained. **(Check one)**

- ☐ Day Care
- ☐ Preschool
- ☐ Kindergarten
- ☐ 1st Grade
- ☐ 2nd Grade
- ☐ 3rd Grade
- ☐ 4th Grade
- ☐ 5th Grade
- ☐ 6th Grade
- ☐ 7th Grade
- ☐ 8th Grade
- ☐ 9th Grade
- ☐ 10th Grade
- ☐ 11th Grade
- ☐ 12th Grade
- ☐ GED course work
- ☐ No High School Diploma / No GED
- ☐ High School Diploma / GED
- ☐ Less than 2 years college / Some Technical / Vocational Training
- ☐ AA Degree
- ☐ Technical / Vocational Degree
- ☐ 3-4 Years College
- ☐ Bachelor's Degree (B.A., B.S.)
- ☐ Less than 2 years graduate school
- ☐ Master's Degree (M.A., M.S.W.)
- ☐ 3-4 years graduate training
- ☐ Doctoral Degree (M.D., Ph.D.)
- ☐ Level Unknown (e.g., client in non-public school)

Date of grade level status completion _____

Is the client required by law to attend school?	**YES**	**NO**	**UNKNOWN**		**(Circle one)**
Client has age appropriate involvement in school activities?	**YES**	**NO**	**UNKNOWN**	**N/A**	**(Circle one)**
Client has age appropriate involvement in the community?	**YES**	**NO**	**UNKNOWN**		**(Circle one)**
Client's performance meets developmental expectations?	**YES**	**NO**	**UNKNOWN**		**(Circle one)**
Is the child / youth currently receiving special education due to a Serious Emotional Disturbance (SED)?	**YES**	**NO**	**UNKNOWN**		**(Circle one)**

Date of Change _____

Is the child / youth currently receiving home study?	**YES**	**NO**	**UNKNOWN**	**(Circle one)**

Date of Change _____

DAILY ACTIVITIES / VOCATIONAL / EDUCATIONAL LEVEL *continued*

(skip this section if there are no changes)

On an average, how many hours per week did the client participate in extra-curricular activities (sports, music, etc.)? _____

Date of Change _____

The client's grades are: (Check one)

☐ Very Good ☐ Good ☐ Average ☐ Below Average ☐ Poor

The client had:

Number of suspensions _____ Date of suspension _____

Number of expulsions _____ Date of expulsion _____

Change in Employment Status New employment status	**Average Number of Hours per Week**	**Hourly Wage**
Competitive Employment Paid employment in the community in a position that is also open to individuals without disability		
Supported Employment Competitive Employment (see above) with ongoing on-site or off-site job related support services provided		
Transitional Employment / Enclave Paid jobs in the community that are 1) open only to individuals with a disability AND 2) are either time-limited for the purpose of moving to a more permanent job OR are part of a group of disabled individuals who are working as a team in the midst of teams of non-disabled individuals who are performing the same work		
Paid In-House Work (Sheltered Workshop / Work Experience / Agency-Owned Business) Paid jobs open only to program participants with a disability. A Sheltered Workshop usually offers sub-minimum wage work in a simulated environment. A Work Experience (Adjustment) Program within an agency provides exposure to the standard expectations and advantages of employment. An Agency-Owned Business serves customers outside the agency and provides realistic work experiences and can be located at the program site or in the community		
Non-paid (Volunteer) Work Experience Non-paid (volunteer) jobs in an agency or volunteer work in the community that provides exposure to the standard expectations of employment		
Other Gainful / Employment Activity Any informal employment activity that increases the client's income (e.g., recycling, gardening, babysitting) OR participation in formal structured classes and/or workshops providing instruction on issues pertinent to getting a job. (Does NOT include such activities as panhandling or illegal activities such as prostitution)		

Date of Employment Status Change _____

Is the client unemployed at this time? **YES NO UNKNOWN** **(Circle one)**

Does one of the client's current recovery goals include any kind of employment at this time? **YES NO UNKNOWN** **(Circle one)**

If unemployed: Why did the client change his/her employment status? **(Check all that apply)**

Attending school	☐	Retired	☐	Physical health condition	☐
Does not want to work	☐	Benefits or income is lost if money earned	☐	Not satisfied with working conditions	☐
Transportation issues	☐			Military service	☐
Disciplinary action	☐	Domestic circumstances	☐	Other	☐
		Laid off	☐		

PHYSICAL HEALTH

(skip this section if there are no changes)

	Current (Circle one for each question)	Date
Client states they are in good physical health?	YES NO UNKNOWN	
Client has needed medical services?	YES NO UNKNOWN	
Client receives needed medical services?	YES NO UNKNOWN	
Client has a primary care physician?	YES NO UNKNOWN	
Client uses a primary care physician?	YES NO UNKNOWN	
Client has needed dental services?	YES NO UNKNOWN	
Client receives needed dental services?	YES NO UNKNOWN	
Client demonstrates signs of regressive behavior (bed wetting, soiling)?	YES NO UNKNOWN	
Client demonstrates self-injurious behavior?	YES NO UNKNOWN	
Client has violent encounters?	YES NO UNKNOWN	
Is client obese (based on BMI)?	YES NO UNKNOWN	
Has client ever been told by a physician that he/she has diabetes?	YES NO UNKNOWN	

Is the client pregnant? YES NO UNKNOWN N/A (Circle one)

Is the client receiving prenatal care? YES NO UNKNOWN N/A (Circle one)

Did client receive physical health services from a DHS clinic or hospital? YES NO UNKNOWN (Circle one)

Does the client have a chronic physical health care problem or problems that require periodic medical services? YES NO UNKNOWN (Circle one)

CRISIS STABILIZATION / PMRT

(skip this section if there are no changes)

Did the client receive services in an Emergency Room or Crisis Stabilization? YES NO UNKNOWN (Circle one)

Date of Service _____

Indicate the type of ER / Crisis Stabilization intervention (Check one)

☐ ER - Physical Health ☐ ER - Psychiatric ☐ ER - Substance Abuse

☐ Crisis Stabilzation - Psychiatric ☐ Crisis Stabilization - Substance Abuse

Was client seen by the Psychiatric Mobile Response Teams or 24/7 Response Teams? YES NO UNKNOWN (Circle one) How many times? _____

Did any of the Psychiatric Mobile Response Teams or 24/7 Response Teams calls result in a hospitalization? YES NO UNKNOWN (Circle one) How many times? _____

LEGAL

(skip this section if there are no changes)

Justice System Involvement

Did client have contact with the police? YES NO UNKNOWN (Circle one)

Was the contact related to mental health issues? YES NO UNKNOWN N/A (Circle one)

Was the contact related to substance abuse issues? YES NO UNKNOWN N/A (Circle one)

LEGAL *continued*

(skip this section if there are no changes)

Justice System Involvement

Has the client been arrested? **YES NO UNKNOWN N/A** **(Circle one)**

Date client arrested _____

How many misdemeanor arrests? _____

How many felony arrests? _____

Was the arrest related to a mental health issue? **YES NO UNKNOWN N/A** **(Circle one)**

Was the arrest related to a substance abuse issue? **YES NO UNKNOWN N/A** **(Circle one)**

Was client detained in juvenile justice system or incarcerated? **YES NO UNKNOWN** **(Circle one)**

Was client placed on probation? **YES NO UNKNOWN** **(Circle one)**

- If yes, what type: **(Check one)**

☐ 236/654 WIC - Voluntary Probation ☐ 601 WIC - Informal Types of Probation ☐ 602 WIC - Formal Probation

Date client was placed on probation _____

Was the client removed from probation? **YES NO UNKNOWN** **(Circle one)**

- If yes, provide date. _____

Was the client placed on parole? **YES NO UNKNOWN** **(Circle one)**

- If yes, provide date. _____

Was the client removed from parole? **YES NO UNKNOWN** **(Circle one)**

- If yes, provide date. _____

Was the client detained in the child welfare system? **YES NO UNKNOWN** **(Circle one)**

- If yes, provide date. _____

Did the child / youth become a dependent of the court according to W & I Code 300 status? **YES NO UNKNOWN** **(Circle one)**

- If yes, provide date. _____

Was the child / youth removed from W & I Code 300 status? **YES NO UNKNOWN** **(Circle one)**

- If yes, provide date. _____

Did the child / youth become a ward of the court according to W & I Code 601 / 602 status? **YES NO UNKNOWN** **(Circle one)**

- If yes, provide date. _____

Was the child / youth removed from W & I Code 601 / 602 status? **YES NO UNKNOWN** **(Circle one)**

- If yes, provide date. _____

Was the treatment court ordered? **YES NO UNKNOWN** **(Circle one)**

- If yes, provide date. _____

Change Of Conservatorship Status

Has the client been conserved? **YES NO UNKNOWN** **(Circle one)**

With whom? _____

Has the client been removed from conservatorship? **YES NO UNKNOWN** **(Circle one)**

Date of conservatorship status change _____

LOS ANGELES COUNTY DEPARTMENT OF CHILDREN AND FAMILY SERVICES MTFC PROPOSED STAFFING, LEVEL OF SERVICE AND CLAIMING		
Program Staff/Activities	**Level of Service [5] (per child/monthly)**	**Claiming**
MTFC CERTIFIED FOSTER PARENTS: In addition to providing care and supervision, they are **specifically trained to provide behavior management program** that is comparable to the activities of the typical ITFC in-home support counselor. CFPs also participate in weekly group supervision to insure correct application of the behavior management program.	120 hours of behavior management intervention monthly (or 4 hours per day)	Monthly foster parent payment of $2,400 ITFC rate
PROGRAM SUPERVISOR: Oversees and directs all treatment services, creates service plans, and coordinates all treatment activities	16 hours monthly	Medi-Cal for allowable activities ITFC rate for those activities that are not Medi-Cal reimbursable
FOSTER PARENT RECRUITER/TRAINER/PDR CALLER: Recruits, trains, and administers the PDR	12 hours monthly	ITFC rate
FAMILY THERAPIST: Provides family therapy	8 hours monthly	Medi-Cal
INDIVIDUAL THERAPIST: Provides individual therapy	8 hours monthly	Medi-Cal
PSYCHIATRIST: Provides medication services	1 hour monthly (as needed)	Medi-Cal
SKILLS TRAINER: Provides behavioral/social skills training	8 hours monthly	Medi-Cal
Respite **Flexible funds**	1-2 days monthly, $100-$200 monthly	ITFC rate

[5] Projected average level of service per child per month.

ATTACHMENT II

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

ARNOLD SCHWARZENEGGER, Governor

DEPARTMENT OF SOCIAL SERVICES
744 P Street, MS 9-74, Sacramento, CA 95814

October 26, 2007

Lisa Parrish, Deputy Director, Bureau of Resources
Los Angeles County Dept. of Children and Family Services
425 Shatto Place, 5th Floor
Los Angeles, California 90020

RE: INTENSIVE TREATMENT FOSTER CARE PROGRAM RATE-TITLE IV-E CHILD WAIVER DEMONSTRATION CAPPED ALLOCATION PROJECT

Dear Ms. Parrish:

This approval is granted, based on your participation in the Title IV-E Child Waiver Demonstration Capped Allocation Project (CAP) which was implemented on July 1, 2007. The Intensive Treatment Foster Care (ITFC) rate waiver is granted pursuant to the authority allowed under the Director's Order dated June 26, 2007, and is contingent upon Los Angeles County Department of Children and Family Services (LADCFS) compliance with all applicable waiver conditions. The ITFC rate shall be approved for up to three years from the date of implementation of the CAP, unless the LADCFS requests discontinuance of the waiver or the LADCFS fails to comply with applicable waiver requirements. At the end of the three years, the California Department of Social Services (CDSS) will issue a second Director's Order which will be in effect for an additional three years or through the end of the CAP on June 30, 2012. If LADCFS opts out from the CAP, the approval for this waiver will be withdrawn effective the same date.

The ITFC rate for the Foster Family Agencies (FFA) participating in this project is $4,476. Los Angeles County currently has the following FFAs providing ITFC services:

Olive Crest FFA
2130 East Fourth Street #200
Santa Ana, CA 92705
Program Number 0248.06.19

Five Acres FFA
760 West Mountain View Street
Altadena, CA 91001
Program Number 0339.06.19

ChildNet Youth and Family Services
P.O. Box 4550
Long Beach, CA 90804
Program Number 0341.06.19

Eastfield Ming Quong FFA
251 Llewelyn Avenue
Campbell, CA 95008
Program Number 0332.06.19

ATTACHMENT II

Children's Institute Inc.-FFA
711 South New Hampshire Avenue
Los Angeles, CA 90005
Program Number 0535.06.19

This rate approval is subject to approval by the County of Los Angeles, Board of Supervisors.

If you have any questions regarding the above information, please contact Teresa Salinas, Rates Consultant at (916) 651-1094 or Cathy Cerniglia, Rates Manager at (916) 651-9158.

Sincerely,

Cathy Cerniglia

CATHY CERNIGLIA, Manager
Foster Care Rates Unit

c: Donald A. Verleur, Executive Director of Olive Crest FFA
Robert DiStefano, Executive Director of ChildNet FFA
Robert Ketch, Executive Director of Five Acres FFA
Peggy Gregg, Executive Director of Eastfield Ming Quong FFA
Mary Emmons, Chief Executive Officer of Children's Institute Inc. FFA
Dr. Robert Rodgers, Los Angeles County DCFS, Out of Home Care Mgmt.
Walter Chan, Los Angeles County DCFS, Contracts

ATTACHMENT III

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

ARNOLD SCHWARZENEGGER, Governor

DEPARTMENT OF SOCIAL SERVICES
744 P Street, Sacramento, CA 95814

September 17, 2007

Mr. Walter Chan, Contracts Administrator
County of Los Angeles
Department of Children and Family Services
425 Shatto Place, Room 400
Los Angeles, CA 90021

Dear Mr. Chan:

SUBJECT: REQUEST FOR APPROVAL FOR PROCUREMENT BY NEGOTIATION FOR TWO YEARS AND APPROVAL FOR A FIVE-YEAR TERM FOR INTENSIVE TREATMENT FOSTER CARE FOSTER FAMILY AGENCY (ITFC FFA) PROGRAM

This responds to your June 21, 2007 letter in the above matter. In this letter, the County of Los Angeles, Department of Children and Family Services (DCFS) is requesting approval by the California Department of Social Services (CDSS) to:

1. Conduct a procurement by negotiations (PBN) with three Foster Family Agencies (FFA) for a two-year term to provide Intensive Treatment Foster Care FFA program services; and
2. Utilize the Request for Statement of Qualifications (RFSQ) procurement method for an ITFS FFA contract solicitation; and
3. Obtain a five-year contract term for the ITFC FFA contracts as a result of the ITFC FFA RFSQ.

1. Request for procurement by negotiation.

Manual of Policies and Procedures (MPP) section 23-650.12 provides that a county can negotiate a contract without formal advertising if rates are established by the State and CDSS has notified the county that formal advertising is not necessary. CDSS' Children and Family Services Division (CFSD) is in the process of establishing the ITFC FFA rate to be paid. Once that rate is established, DCFS will be expected to pay that specified rate. DCFS shall be required to notify CFSD and the Contracts Bureau should it pay in an amount other than the rate to be established by CFSD. Given that the treatment modality to be administered through the ITFC FFA is highly specialized, that the expertise necessary to administer these specialized services is not widespread, and that the county has identified specific FFA programs that it believes can perform this specialized service, it would appear that a rational basis exists for CDSS to determine that formal advertising is not necessary. Accordingly, this request is granted, subject to the CFSD payment of the rate as determined by CFSD.

Mr. Walter Chan
Page Two

2. Request to utilize the RFSQ procurement Method.
The County appears to be requesting blanket approval to utilize a RFSQ contract with possible additional ITFC FFAs that are as yet unidentified. The County regards these contracts as "more efficient than the RFP, IFB, and Procurement by negotiation processes". At the same time however, contract rules that are applicable to counties when contracting for service delivery using public funds, are designed to ensure that the quality services are rendered in the most cost efficient manner possible. Competitive bidding generally achieves this important cost efficiency objective. CDSS approves this request, only for ITFC FFAs and only for the duration of the Title IV-E waiver or five years, whichever is less.

3. Request for a five-year contract term.
MPP Section 621 specifies a standard three year contract term. Under MPP Section 621.14 however, contracts for services which implement CDSS sponsored demonstration projects may have terms to cover the length of the project if necessary to maintain the experimental integrity and continuity of the project. Although this activity is not being conducted specifically under CDSS demonstration project authority, it is still an activity that is being performed under Federal waiver, and is experimental in nature. Moreover, as the County indicates, a longer term contract is conducive to continuity of care for children, and will ensure that the substantial infrastructure adjustments made by ITFC FFAs to provide these specialized services will not be of a short term nature. While MPP Section 621.151 would otherwise require program and cost benefits for such a contract term, since costs will be determined by rates established by the CFSD, there will not be cost variability here. Accordingly, CDSS approves this request.

Please contact me at (916) 654-1871 if you have any questions about this matter.

Sincerely,

Carleen Kistler

CARLEEN C. KISTLER, Chief
Contracts and Financial Analysis Bureau