County of Los Angeles
CHIEF EXECUTIVE OFFICE
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LOS ANGELES, CALIFORNIA 90012
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WILLIAM T FUJIOKA
Chief Executive Officer

Board of Supervisors
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First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

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Fourth District

MICHAEL D. ANTONOVICH
Fifth District

June 4, 2008

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

Dear Supervisors:

**DEPARTMENT OF CHILDREN AND FAMILY SERVICES:
REQUEST TO APPROVE TWO CONTRACTS FOR THE PROVISION OF COMMUNITY TREATMENT FACILITY SERVICES
(ALL DISTRICTS AFFECTED) - (3 VOTES)**

SUBJECT

Community Treatment Facility (CTF) service contracts with Star View Children and Family Services (Star View) and Vista Del Mar Child and Family Services (Vista Del Mar) to provide children who are in need of placement and/or transition to highly structured, safe, and secure environments that provide additional services and residential treatment beyond those provided by Group Home Rate Classification Level 14 facilities.

JOINT RECOMMENDATION WITH THE CHIEF PROBATION OFFICER AND THE DIRECTOR OF THE DEPARTMENT OF MENTAL HEALTH THAT YOUR BOARD:

1. Approve the use of a form contract, in substantially similar form to Attachment A with Star View, a non-profit division under the Stars Behavioral Health Group, and Vista Del Mar for the provision of CTF services.

2. Delegate authority to the Directors of Department of Children and Family Services (DCFS), Department of Mental Health (DMH), and the Chief Probation Officer (CPO), or their designees, to execute contracts with Star View and Vista Del Mar, effective July 1, 2008, or date of execution, whichever is later, through June 30, 2009, with four one-year options to renew, and a provision allowing the Director of DCFS to extend further for up to an additional six-months, if such time is necessary to complete contract negotiations. The estimated annual cost, and for each optional renewal year for both contracts, is $7,438,352. Sufficient funding is

included in DCFS Fiscal Year (FY) 2008-09 Proposed Budget. The annual amounts from the funding sources are as follows:

a. The placement cost will be paid through "Aid to Families with Dependent Children–Foster Care" (AFDC-FC) funds within DCFS' Title IV-E Waiver Capped Allocation, using 36 percent ($1,706,167) federal, 33 percent ($1,563,986) State, and 31 percent ($1,469,199) DCFS' net County cost (NCC) for a total of $4,739,352;

b. The statutory supplemental cost will be financed using 31 percent ($554,000) from DMH, four percent ($66,667) from Probation, and 65 percent ($1,149,333) DCFS NCC for a total of $1,770,000;

c. The additional supplemental rate will be financed using 12 percent ($33,333) from Probation and 88 percent ($253,667) DCFS NCC for a total of $287,000; and

d. The supplemental stipends will be financed using 100 percent ($642,000) DCFS' NCC.

3. Delegate authority to the Directors of DCFS, DMH, and the CPO, or their designees, to exercise options to extend the contracts by written notification to the CTF contractors, contingent on: (a) the availability of funding; (b) when it is in the County's best interest; and (c) approval by the Chief Executive Officer (CEO).

4. Delegate authority to Director of DCFS, or her designee, to amend the contracts to increase or decrease the maximum annual contract sum by no more than 10 percent per year of the original maximum annual contract sum during the term of the contract to commensurate with an increase or decrease in service units. This delegated authority is contingent upon: (a) availability of funding; and (b) approval by County Counsel and the CEO prior to the execution of such amendments.

5. Instruct the Director of DCFS, or her designee, to notify your Board and the CEO in writing within ten working days after executing the CTF contracts and any extension options exercised to continue the provision of CTF services.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The current CTF contracts expire on June 30, 2008, and new contracts are required to continue the provision of CTF services. The recommended actions will enable the County to continue providing CTF services to Seriously Emotionally Disturbed (SED) children who are placed in the care and custody of DCFS, Probation, and/or clients of DMH.

Star View and Vista Del Mar are the only facilities licensed by the California Department of Social Services (CDSS) to provide CTF services in Los Angeles County. CTF services are needed for the placement of children who require higher levels of service than those provided by a Rate Classification Level (RCL) 14 Group Home and the only secure residential group settings for children available outside of psychiatric hospitals. As locked facilities, CTFs provide the safest, most-structured settings with the highest staff-to-child ratios for children with the most severe psychiatric and behavioral problems. Children placed in CTFs have previously experienced psychiatric hospitalizations as the result of behaviors that have been deemed dangerous to themselves and others.

Although, the average CTF occupancy rate for each of the two providers in FY 2006-07 was 93 percent of the licensed bed capacity, the average occupancy rate from July 2007 through December 2007 for the two providers was 82.5 percent. According to Vista Del Mar's CTF budget worksheet, Vista Del Mar is running the CTF at a deficit. Consequently, Vista Del Mar will continue to receive an additional supplemental rate of $1,260 per month per child, as approved by your Board on July 23, 2002. This supplemental rate was approved in order to assist the agency in offsetting its losses due to the low occupancy rate. DCFS has reviewed both agencies' budgets and has determined that the statutory rate and supplemental rate are justified. The agencies' budgets will be reviewed on an annual basis.

DCFS will pay contractors for children who receive CTF services. For Probation Ward children, Probation will reimburse DCFS 60 percent of the statutory supplemental rate of $2,500 per month for each Probation Ward child and 60 percent of the additional supplemental rate of $1,260 per month per Probation Ward child, up to $100,000 per FY. For DCFS and DMH children, DMH will pay 40 percent of the statutory rate of $2,500 per month per child.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan, Goal #1 (Service Excellence) and Goal #5 (Children and Families Well-Being). The children will be provided with placement and treatment services, such as educational programs and medical, dental, and psychiatric care, to ensure their well-being.

FISCAL IMPACT/FINANCING

The estimated annual cost for the contracts with Star View and Vista Del Mar from July 1, 2008 through June 30, 2009, and for each optional renewal year, is approximately $7,438,352. The annual cost for the contract with Star View is approximately $5,055,120, and Vista Del Mar is approximately $2,383,232.

The total monthly cost for CTF services at Vista Del Mar is $10,454 per child, and at Star View is $9,194 per child. Sufficient funding has been included in the FY 2008-09 Proposed County Budget financed using the following funding sources:

a. The placement cost will be paid through AFDC-FC funds within the DCFS Title IV-E Waiver Capped Allocation using 36 percent ($1,706,167) federal, 33 percent ($1,563,986) State, and 31 percent ($1,469,199) NCC for a total of $4,739,352;

b. The statutory supplemental cost will be financed using 31 percent ($554,000) from DMH, 4 percent ($66,667) from Probation, and 65 percent ($1,149,333) from DCFS' NCC for a total of $1,770,000. DMH's statutory supplemental cost will be reimbursed from the State and Probation's statutory supplemental cost will be financed using Probation's NCC;

c. The additional supplemental rate will be financed using 12 percent ($33,333) Probation NCC and 88 percent ($253,667) DCFS NCC for a total of $287,000; and

d. The supplemental stipends will be financed using 100 percent ($642,000) of DCFS' NCC.

Both Star View and Vista Del Mar will be reimbursed at the RCL 14 rate of $6,694 per child per month, which is paid through AFDC-FC funds. The RCL 14 group home rate is determined by the State and may increase or decrease. In addition, both providers will receive a statutory supplemental rate of $2,500 per child per month funded by State revenue and NCC. Vista Del Mar will receive an additional supplemental rate of $1,260 per child per month, which was originally approved by your Board on July 23, 2002, to assist the agency in offsetting its losses due to its inability to operate at full bed capacity. To date, Vista Del Mar is still not operating at a full capacity.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

CTF services are geared towards the care and treatment of SED dependent children, primarily through the dependency and juvenile court system. CTF placement is also available to DMH clients, in which DMH pays DCFS through a Departmental Service Order (DSO) for use of CTF services.

The proposed form contract deviates from typical County provisions in the areas of Indemnification and Termination for Convenience. The CTF form contract provides for *Mutual* Indemnification, as agreed upon, as part of the negotiations with the contractors, and the 90-days notice for Term and Condition instead of 10 days, was determined in order to provide adequate time for the movement of children.

According to the Memorandum of Understanding (MOU) between DCFS and DMH, Star View will receive an additional $43.08 supplemental stipend per day, per child to be paid by DCFS through DMH via a DSO for each DCFS child placed in the CTF. This cost is not an additional cost to DCFS; it is an ongoing cost that had been incurred in the previous contracts between DMH and provider.

The form contract complies with all applicable Board requirements. County Counsel has reviewed this Board letter and form contract. County Counsel has approved the contract as to form.

CONTRACTING PROCESS

The contracts were procured by negotiation. Vista Del Mar and Star View are the only facilities licensed by CDSS to provide CTF services in Los Angeles County. CTF services were inaugurated in Los Angeles County with the two agencies on April 10, 2001 and November 6, 2001, respectively. Subsequent contracts with the two agencies were procured by negotiation and approved by your Board.

Procurement by negotiation is normally limited for a one-year period per State regulations. However, due to unique circumstances, the State approved a five-year contract term with the two CTFs for the period of July 1, 2008 through June 30, 2013. DCFS received approval (Attachment B) from the State to contract with Star View and Vista Del Mar by procurement by negotiation for a five-year term for CTF contracts from July 1, 2008 through June 30, 2013.

IMPACT ON CURRENT SERVICES

Approval of the recommended action will allow the CTF contractors to provide service without interruption.

CONCLUSION

Upon approval of this contract by your Board, it is requested that the Executive Officer, Board of Supervisors, send a copy of the adopted Board letter and the form contract to:

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

Probation Department
Contract Management Division
Attn: Yolanda Young, Director
9150 E. Imperial Hwy.
Downey, CA 90242

Department of Mental Health
Contracts Development and Administration Division
Attention: Richard Kushi, Chief
550 So. Vermont Avenue
Los Angeles, CA 90020

Office of the County Counsel
Social Services Division
Attention: Diane A. Cachenaut
648 Kenneth Hahn
Hall of Administration
500 W. Temple St., Room 602
Los Angeles, CA 90012

Respectfully submitted,

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SRH:MS
GP:LC:cvb

Attachments

c: County Counsel

CTF BL.doc

ATTACHMENT A

COMMUNITY TREATMENT FACILITY SERVICES CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

_____

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

JULY 2008

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES,
DEPARTMENT OF MENTAL HEALTH, AND PROBATION DEPARTMENT
COMMUNITY TREATMENT FACILITY SERVICES CONTRACT

TABLE OF CONTENTS

Section Number and Title **Page**

RECITALS 1

1.0 APPLICABLE DOCUMENTS 2

2.0 INTENTIONALLY LEFT BLANK 2

3.0 DEFINITIONS 2

4.0 TERM 10

5.0 PAYMENT RATE 10

6.0 GENERAL INSURANCE REQUIREMENTS 12

7.0 INSURANCE COVERAGE REQUIREMENTS 14

8.0 INVOICES AND PAYMENTS 16

9.0 NOTICES 20

10.0 CONFIDENTIALITY 21

11.0 COUNTY'S RESPONSIBILITY 22

12.0 DESCRIPTION OF SERVICES 23

13.0 STATE LICENSE 24

14.0 FEES 25

15.0 OTHER SOURCES OF INCOME 25

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 30

19.0 RECORDS AND INVESTIGATIONS 31

20.0 NOTICE OF DISPUTE 34

21.0 INTERPRETATION OF CONTRACT 34

22.0 CONTRACT ENFORCEMENT, OUT-OF-HOME CARE MANAGEMENT, MONITORING AND REVIEW, AND COUNTY QUALITY ASSURANCE PLAN 35

23.0 LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS 36

24.0 TERMINATION OF CONTRACT BY CONTRACTOR FOR CONVENIENCE..... 36
25.0 USE OF FUNDS 37
26.0 REAL PROPERTY, EQUIPMENT, FIXED ASSETS 39
27.0 MUTUAL INDEMNIFICATION 40
PART II: STANDARD TERMS AND CONDITION 1

1.0 ADMINISTRATION OF CONTRACT – COUNTY 2
2.0 ASSIGNMENT AND DELEGATION.....3
3.0 AUTHORIZATION WARRANTY 3
4.0 BUDGET REDUCTIONS 4
5.0 CHANGES AND AMENDMENTS 4
6.0 REPORTING SUSPECTED CHILD ABUSE.....5
7.0 CHILD SUPPORT COMPLIANCE PROGRAM.....6
8.0 GRIEVANCES 7
9.0 COMPLIANCE WITH APPLICABLE LAWS 7
10.0 COMPLIANCE WITH CIVIL RIGHTS LAWS 8
11.0 COMPLIANCE WITH JURY SERVICE PROGRAM.....8
12.0 CONFLICT OF INTEREST 10
13.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT.....10
14.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST 11
15.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT 11
16.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE.....13
17.0 INTENTIONALLY LEFT BLANK 13
18.0 CRIMINAL CLEARANCES 13
19.0 EMPLOYEE BENEFITS AND TAXES 14
20.0 EMPLOYMENT ELIGIBILITY VERIFICATION.....15
21.0 EVENTS OF DEFAULT 15
22.0 FORMER FOSTER YOUTH CONSIDERATION.....16
23.0 INDEPENDENT CONTRACTOR STATUS.....17

24.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN 17
25.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION 18
26.0 NON-DISCRIMINATION IN SERVICES 19
27.0 NOTICE OF DELAYS 19
28.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT 19
29.0 PROPRIETARY RIGHTS.....20
30.0 DISCLOSURE OF INFORMATION.....21
31.0 RECYCLED-CONTENT PAPER.....22
32.0 SAFELY SURRENDERED BABY LAW 22
33.0 SUBCONTRACTING 22
34.0 TERMINATION FOR CONTRACTOR'S DEFAULT 24
35.0 TERMINATION FOR CONVENIENCE 25
36.0 TERMINATION FOR IMPROPER CONSIDERATION.....26
37.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE .26
38.0 COVENANT AGAINST CONTINGENT FEES 27
39.0 CONTRACTOR'S OBLIGATIONS UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA).....27
40.0 ADMINISTRATION OF CONTRACT – CONTRACTOR 28
41.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING 29
42.0 CONTRACTOR'S WORK 29
43.0 FAIR LABOR STANDARDS 29
44.0 GOVERNING LAW, JURISDICTION, AND VENUE 30
45.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION 30
46.0 PUBLIC RECORDS ACT.....30
47.0 PUBLICITY 30
48.0 WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION.....31

LIST OF EXHIBITS:

Exhibit A	Statement of Work
Exhibit A-I	Foster Youth Bill of Rights
Exhibit A-II	Legal Rights of Teens in Out-of-Home Care
Exhibit A-III	Community Treatment Facility (CTF) Program Statement Instructions
Exhibit A-IV	Personal Rights – Children's Residential Facilities
Exhibit A-V	Probation Case Plan Form (PROB 1385) and Foster Child's Needs and Case Plan Summary (DCFS 709)
Exhibit A-Va	Provider Needs and Services Plan/Quarterly Report
Exhibit A-VI	Clothing Standard
Exhibit A-VII	Agency Placement Agreement
Exhibit A-VIII	Special Incident Reporting Guide for Community Treatment Facility
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	Intentionally Left Blank
Exhibit A-XIIIa	Medical Examination Form DCFS 561(a)
Exhibit A-XIIIb	Dental Examination Form DCFS 561(b)
Exhibit A-XIIIc	Psychological/Other Examination Form DCFS 561(c)
Exhibit B	Community Treatment Facility Services Program Statement as approved by the California Department of Social Services
Exhibit B-I	Contractor's Payment Rate
Exhibit C	Office of Management and Budget (OMB) Circular No. A-122
Exhibit C-I	Auditor-Controller Community Treatment Facility Contract Accounting and Administration Handbook
Exhibit C-II	Auditor-Controller/Department of Children and Family Services/Probation Department Fiscal Audit Phases, Fiscal Audits of Community Treatment Facility Services Contractors
Exhibit C-III	Line Item Budget
Exhibit D	Contractor Employee Acknowledgment and Confidentiality Agreement
Exhibit E	Semi-Annual Expenditure Report
Exhibit E-I	Monthly Billing Report
Exhibit E-II	Quarterly Accounting Report
Exhibit F	Health and Safety Code 1522
Exhibit G	DCFS 4389 (4/94) Declaration in Support of Access to Juvenile Record (WIC 827) Including Additional Confidentiality Issues and CWS Handbook Procedural Guide 0500-501.20
Exhibit H	Welfare and Institutions Code Section 16001.9 and Health and Safety Code, Section 1522.41(a-c)
Exhibit I	Welfare and Institutions Code Section 16010 and CWS Handbook Procedural Guide 0080-505.20
Exhibit J	Statement of Dangerous Behaviors
Exhibit K	Intentionally Left Blank

Exhibit L	Notice to Employees Regarding Federal Earned Income Credit (FEIC)
Exhibit M	Payment Resolution Notification
Exhibit N	Community Treatment Facility Contract Investigation/Monitoring/Audit Remedies and Procedures
Exhibit O	Los Angeles County Code 2.203 (Jury Service Program Certification)
Exhibit P	Crosswalk Fact Sheet
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	Community Treatment Facility Services Program Cost Report, SR 3
Exhibit V	Health and Safety Code, Sections 1180-1180.6
Exhibit W	Probation Quarterly Report Format
Exhibit X	Discharge Outcome and Placement Stability Report
Exhibit Y	Intentionally Left Blank
Exhibit Z	Charitable Contributions Certification
Exhibit AA	County's Administration
Exhibit BB	Service Delivery Sites
Exhibit CC	Family Visitation Plan Guidelines
Exhibit DD	Intentionally Left Blank
Exhibit EE	CONTRACTOR's Obligations Under Health Insurance Portability & Accountability Act (HIPAA)
Exhibit FF	Discharge Summary: Community Treatment Facility Services
Exhibit GG	Contractor's Administration
Exhibit HH	CTF Treatment Program

COUNTY OF LOS ANGELES
COMMUNITY TREATMENT FACILITY SERVICES

Community Treatment Facility Services (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

(Click Here - Enter Name of Contractor)
hereinafter referred to as
"CONTRACTOR"

RECITALS

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

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

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

WHEREAS, COUNTY has determined that the services to be provided under this Contract are economically advantageous to COUNTY and 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-XIIIc, B, B-I, C through C-III, D, E, E-I, E-II, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, BB, CC, DD, EE, FF, GG, and HH set forth below, are attached to and incorporated by reference in this Contract.

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

1.4 In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, contents of a deliverable, product, between this Contract, and Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract then to Exhibit A, Statement of Work, followed by all other exhibits.

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3.0 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:

3.1 **"AFDC-FC (Aid to Families with Dependent Children-Foster Care)"** – means foster care financial assistance paid on behalf of children in out-of-home placement who meet the eligibility requirements specified in applicable state and federal regulations and laws. The program is administered by DCFS.

3.2 **"Bedhold"** – means a Contractor holds open a bed at the written request of the child's County Worker in anticipation of the child's return.

3.3 **"Case Plan"** – means a written document based on an assessment of the circumstances, which require child welfare services intervention. It is developed by a Children's Social Worker (CSW) or Deputy Probation

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

3.4 **"Chief Probation Officer"** - means the Director of the Probation Department or his authorized designee.

3.5 **"Children's Social Worker (CSW)"** – means an employee of the Department of Children and Family Services (DCFS) who performs a wide range of professional casework services for children and families receiving services from DCFS.

3.6 **"Community"** – means the area/zip code where the Placed Child and his/her family were living at the time the child was taken into custody, or where the Placed Child's family was living when the child was placed.

3.7 **"Community Care Licensing Division (CCLD)"** – means the Division of CDSS that licenses community care facilities, including Community Treatment Facilities, and monitor compliance with Title 22 regulations.

3.8 **"Community Treatment Facility (CTF)"** – means any residential facility that provides mental health treatment services to placed children in a group setting, which has the capacity to provide secure containment. The facility's program components shall be subject to program standards developed and enforced by the California Department of Mental Health pursuant to WIC Section 4094.

3.9 **"Contract"** – means this agreement executed between COUNTY and CONTRACTOR which sets forth the terms and conditions for the issuance and performance of Exhibit A, Statement of Work.

3.10 **"CONTRACTOR"** – means the sole proprietor, partnership, or corporation that has entered into this Contract with COUNTY to perform or execute the work covered by Exhibit A, Statement of Work.

3.11 **"COUNTY"** – means the Department of Children and Family Services, Department of Mental Health, and Probation Department on behalf of the County of Los Angeles and its Board of Supervisors.

3.12 **"COUNTY Emancipation Program"** - means the program contracted by COUNTY (known as the Early Start to Emancipation Program (ESTEP), and the Independent Living Program (ILP) to: (1) provide assistance for 14-15 year old foster youth: emancipation preparedness assessments, workshops, seminars and practicums, and tutoring; and (2) provide assistance for 16-21 year old foster youth to complete their secondary education and develop independent living, employment readiness, and behavioral skills, to further their education or enter the workforce as productive members of the society.

3.13 **"County Program Manager (CPM)"** – means the COUNTY representative responsible for daily management of: Contract operations, oversight of monitoring activities regarding compliance with the requirements of Contract, and the delivery of services.

3.14 **"COUNTY Worker"** – means: (a) For a DCFS placed child, a Children's Social Worker (CSW); (b) For a Probation-placed child, a Deputy Probation Officer (DPO); and (c) For a DMH-placed child, the assigned DMH case manager.

3.15 **"Corrective Action Plan" or "CAP"** – means a document that serves as CONTRACTOR's commitment to remedy deficiencies in response to findings uncovered in investigations. It is further described in Part I, Section 16.0, HOLD STATUS, DO NOT REFER STATUS, DO NOT USE STATUS, CORRECTIVE ACTION PLAN, Sub-section 16.1, and Exhibit N, DCFS/Probation Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures.

3.16 **"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.

3.17 **"Day" or "Days"** – whether singular or plural, whether with capitalized initial letter or not, shall mean calendar days, and not business or workday, unless otherwise specifically stated.

3.18 **"Day Treatment Intensive Program"** – means a program funded by Department of Mental Health (DMH) that is being operated in CTFs and some group homes with high Rate Classification Levels. These programs provide a range of services to assist the child/ adolescent gain the social and functional skills necessary for appropriate development and social integration. Interventions are intended to prevent hospitalization or placement in a more restrictive facility. This service may be integrated with an education program. A key component of this service is contact with the families of these individuals.

3.19 **"DCFS"** - means COUNTY's Department of Children and Family Services.

3.20 **"DMH"** – means COUNTY's Department of Mental Health which, through its Children's System of Care, provides services for emotionally disturbed children including those in CTFs. These services include:

3.20.1 certification that the child meets mental health criteria for placement in the CTF level of care;
3.20.2 support for the development of Day Treatment Intensive Programs in CTFs; and
3.20.3 providing Therapeutic Behavioral Services in CTFs.

3.21 **"Delinquent Children"** – means any child who is a ward of the Juvenile Court under WIC Section 602 (a) or (b). Probation supervises court wards.

3.22 **"Dependent Children"** – means any child who is within the jurisdiction of the Juvenile Court under WIC Sections 300(a), (b), (c), (d), (e), (f), (i), and (j). DCFS supervises court dependent children.

3.23 **"Deputy Probation Officer" or "DPO"** – means an employee of COUNTY's Probation Department who provides direct supervision of youth on formal probation.

3.24 **"Developmental Disability"** – means a disability, which originates before an individual attains age 18, continues, or can be expected to continue, indefinitely and constitutes a substantial disability for that individual. This term shall include mental retardation, cerebral palsy, epilepsy, and autism. This term shall also include disabling conditions found to be closely related to mental retardation or which require treatment similar to that required for individuals with mental retardation, but shall not include other handicapping conditions that are solely physical in nature (WIC Section 4512 (a)).

3.25 **"Director"** - means COUNTY's DCFS and DMH or their authorized designees.

3.26 **"Division Chief or Designee"** - means the COUNTY's representative who is responsible for: administering Contract by daily managing Contract operation, consulting with CONTRACTOR on policy, providing CONTRACTOR with technical assistance, overseeing Contract monitoring activities, ensuring compliance with the requirements of Contract, delivery of services, and overall coordination and implementation of Contract. The

Division Chief or designee for DCFS and the Division Chief or designees for DMH are listed in Exhibit AA, County's Administration.

3.27 **"Do Not Refer (DNR) Status"** – means all new referrals to a CONTRACTOR who has been 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 in Exhibit N, DCFS/Probation Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures.

3.28 **"Do Not Use (DNU) Status" –** means all new referrals to a CONTRACTOR who has been suspended, and all Placed Children are removed from its facility(ies), as further discussed in Part I, Section 16.0 HOLD STATUS, DO NOT REFER STATUS, DO NOT USE STATUS, CORRECTIVE ACTION PLAN, Sub-section 16.4, Do Not Use Status, and in Exhibit N, DCFS/Probation Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures.

3.29 **"Emancipation"** – means successful passage of a foster youth to adulthood, including becoming a responsible and contributing member of the community.

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

3.31 **"Expended Funds" or "Expended" or "Expenditures"** – means AFDC-FC funds received through Contract and that are subsequently spent by CONTRACTOR for the care of, and services to, Placed Children. Expended funds must be reasonable and allowable in accordance with Part I, Section 25.0 USE OF FUNDS, and Sub-section 25.3 of this Contract.

3.32 **"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.

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

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

3.35 **"Foster Care Funding and Rates Bureau"** – means the California Department of Social Services Division which establishes Aid to Families with Dependent Children-Foster Care (AFDC-FC) rates for group homes.

3.36 **"Foster Care Payment Hotline"** - means a telephone number that CONTRACTOR may call under certain circumstances described in Contract (i.e., within 24 hours of a child's leaving the Community Treatment Facility), or to request payment or Medi-Cal information. This Foster Care Payment Hotline Number is (800) 697-4444.

3.37 **"Group Home"** - means any facility of any capacity, which provides 24–hour care and supervision to children, provides services to a specific client group, and maintains a structured environment.

3.38 **"Hold Status"** – means a temporary suspension of referrals of children to CONTRACTOR, for up to a 45-Day period, at any time during investigations. It is 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 in Exhibit N, DCFS/Probation Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures.

3.39 **"Incorrigible Children"** – means any child who is a ward of the Juvenile court under WIC Section 601 (a) or (b). Probation supervises court wards.

3.40 **"Independent Living Program" or "ILP"** – means the program authorized, under Section 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 for this program. Youths receiving emergency response and family maintenance services, and those in psychiatric hospitals, are not eligible for the program. DCFS and Probation may also provide ILP services to former foster youths up to age 21. ILP is a major component of Emancipation Planning.

3.41 **"Interagency Placement Screening Committee"** - This committee assesses and recommends whether a Court dependent DCFS child, a Court ward Probation child, or a Chapter 26.5 child who is seriously emotionally disturbed should be referred to: (1) RCL 14 group home [GH]; (2) CTF; or (3) State Hospital level of care. The committee is made up of representatives from DCFS, DMH, Probation, RCL 14 GH providers, and CTF providers. These representatives certify that a child is seriously emotionally disturbed and in need of RCL 14 GH or CTF services at the time the child enters the facility. They also re-evaluate each child every six months to determine if: (1) he/she is still seriously emotionally

disturbed; (2) RCL 14 GH or CTF services are still needed; and (3) the child should be re-certified.

3.42 **"Multi-disciplinary Assessment Team" or "MAT"** – means a program that provides a comprehensive assessment of children entering foster care.

3.43 **"Needs and Services Plan"** – means a comprehensive, individualized, time- limited, goal-oriented plan which is developed by CONTRACTOR to identify the specific needs of an individual Placed Child. Those needs may include, but shall not be limited to items specified in Title 22, Division 6, Chapter 5, Section 84068.2, COUNTY Worker will provide any and all information available to assist CONTRACTOR in developing this plan.

3.44 **"Placed Child" or "Placed Children"** – means any child or children placed by COUNTY receiving services from CONTRACTOR pursuant to this Contract.

3.45 **"Pool Rate"** – means the rate of interest to be charged as determined by COUNTY's Auditor-Controller.

3.46 **"Probation"** – means the COUNTY's Probation Department.

3.47 **"Program"** - means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work.

3.48 **"Program Directors"** – means the Director of the DCFS, Director of DMH, and the Chief Probation Officer.

3.49 **"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 AA, County's Administration)

3.50 **"Program Statement"** – means a comprehensive description of the CTF's program in effect during the term of this Contract, written in accordance with the CCLD CTF Program Statement Instructions (Exhibit A-III).

3.51 **"Rate Classification Level" or "RCL"** – means the basis for the monthly payment to CONTRACTOR, as established by the State of California. The RCL is calculated on the basis of the number of staff hours and the educational level of the CONTRACTOR's staff that have direct contact with children.

3.52 **"Real Property"** – means land and anything growing on, attached to, or erected on it.

3.53 **"Service(s)"** - means CONTRACTOR's obligations under Contract, including but not limited to the basic needs which CONTRACTOR agrees to meet for each Placed Child -- as outlined in Contract, the Statement of Work, CDSS' Regulations, and CONTRACTOR's Program Statement.

3.54 **"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.

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

3.56 **"Therapeutic Behavioral Service" or "TBS"** - means Early Periodic Screening, Diagnosis, and Treatment (EPSDT) supplemental specialty mental health service, as defined in Title 9, CCR, 1810.215. TBS is an intensive one-on-one, short-term outpatient treatment intervention for beneficiaries under age 21 who have serious emotional problems or mental illness, who are experiencing a stressful transition or life crisis and who need additional short-term specific support services. For an individual to receive TBS, it must be needed to prevent his/her placement in a locked facility for the treatment of mental health needs, or to enable his/her transition from a group home at RCL 12 through 14, or a locked facility for the treatment of mental health needs, to a lower level of residential care.

3.57 **"Title 22"** – means the California Code of Regulations for community care facilities, including group homes.

3.58 **"Un-Expended Funds" or "Un-Expended"** – means AFDC-FC funds, received through Contract, which are retained and not spent by CONTRACTOR. (See Part I, Section 26.0, REAL PROPERTY, EQUIPMENT, FIXED ASSETS, Sub-section 26.6 of Contract.)

3.59 **"Youth Development Services" or "YDS"** – formerly known as Emancipated Program, which is equivalent to the County's Youth Development Services Program. It is a program that provides Youth with the skills, experience and assistance to become productive and self-sufficient adults.

4.0 TERM

4.1 The term of this Contract shall be from July 1, 2008 or date of execution by the Director of DCFS, Director of DMH, and Probation's Chief Officer, whichever is later, through June 30, 2009, unless terminated earlier or extended, in whole or in part, as provided in this Contract.

4.2 The COUNTY shall have the sole option to extend the Contract term for up to four additional one-year periods and for a maximum total Contract term of five years. Each such option and extension shall be exercised by written notification to the Contractor at the sole discretion of the Director of DCFS, Director of DMH and the Chief Probation Officer, provided that approval of County's Chief Executive Officer (CEO) is obtained prior to any such extension.

4.3 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 June 30, 2013, if such additional time is necessary to complete the negotiation or solicitation of a new contract.

4.4 COUNTY will issue a written start work notice to CONTRACTOR indicating when services under this Contract can begin. CONTRACTOR shall not begin any services under this Contract without such written start work notice from the COUNTY. COUNTY has the right to issue a written stop work order whenever the COUNTY deems that it is in its best interest to do so, and CONTRACTOR shall stop work immediately upon receipt of such written stop work notice.

4.5 CONTRACTOR shall notify COUNTY when this Contract is within six (6) months from the expiration of the term. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY Program Manager.

5.0 PAYMENT RATE

5.1 This is a firm-fixed price contract. During the term of this Contract, COUNTY shall compensate CONTRACTOR for the services set forth in Exhibit A, SOW. Each Placed Child shall be paid the monthly Group Home RCL 14 rate established by California CDSS Foster Care Funding and Rates Bureau (FCFRB). Expenses charged against this fund shall be reported in the Monthly Billing Report (Exhibit E-1) and in accordance with the payment, invoice, and review provisions set forth further described in Part I, Section 8.0, Invoices and Payments.

5.2 COUNTY agrees to pay CONTRACTOR a supplemental payment up to the amount specified in Exhibit B-I per month per COUNTY Placed Child from COUNTY General Funds (CGF), prorated for placement less than a full month, in accordance with Part I sub-section 8.4 for CTF cost not reimbursed from other funding sources. CONTRACTOR will work with COUNTY to maximize revenue from non-COUNTY sources.

5.3 CONTRACTOR agrees:

5.3.1 CONTRACTOR shall not be entitled to the CTF placement and supplemental costs while the Placed Child is placed in the Psychiatric Health Facility (PHF) except when COUNTY requests for bedhold per Subsection 8.1.14.

5.3.2 CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR's duties, responsibilities, or 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, shall occur only with the COUNTY's expressed prior written approval.

5.3.3 CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment, CONTRACTOR shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

5.3.4 CONTRACTOR prepared and submitted to COUNTY a budget segregating revenue, direct and indirect costs, and net for the work to be performed by CONTRACTOR under this Contract (Exhibit A-1). Budgeted expenses shall be reduced by applicable CONTRACTOR revenues, which are identified thereon. The line items shall provide sufficient detail of services to be delivered. CONTRACTOR represents and warrants that the Budget is true and correct in all respects, and services shall be delivered hereunder in accordance with the Budget. If there is a shift in any

line item budget category, CONTRACTOR shall notify COUNTY of such change. COUNTY reserves the right to reject any budget changes submitted by CONTRACTOR. In the event the Maximum Annual Contract Sum is increased pursuant to Part II, Section 5.0, Changes and Amendments, hereof, CONTRACTOR shall prepare and submit an amended Budget.

5.4 Time is of the essence with regards to CONTRACTOR's performance of any tasks, deliverables, goods, services, or other work, as specified in this Contract, provided, however, the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

6.0 GENERAL INSURANCE REQUIREMENTS

6.1 Without limiting CONTRACTOR's and COUNTY's mutual indemnification, and during the term of this Contract, CONTRACTOR shall provide and maintain, and shall require all of its Subcontractors (except as noted in Sub-section 7.1) to maintain, the following programs of insurance specified in this Contract, including those insurance coverage requirements listed in Section 7.0. Such insurance shall be primary to any other insurance or self-insurance programs maintained by COUNTY, with respect to liability resulting from or connected to CONTRACTOR's acts or omissions, and such coverage shall be provided and maintained at CONTRACTOR's own expense.

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

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

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

6.1.1.1 Specifically identify this Contract.

6.1.1.2 Clearly evidence all coverages required in this Contract.

6.1.1.3 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.

6.1.2 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.

6.1.3 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 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.

6.1.4 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.

6.1.5 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.

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

6.1.6.1 Any accident 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.

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

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

6.1.6.3 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.

6.1.7 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.

6.1.7.1 Insurance Coverage Requirements for Subcontractors: CONTRACTOR shall ensure any and all Subcontractors performing Services under this Contract, consistent with Sub-section 7.1; meet the insurance requirements of this Contract by either:

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

6.1.7.3 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.

7.0 INSURANCE COVERAGE REQUIREMENTS

7.1 General Liability insurance written on the commercial general liability ISO form CG 00 01 (occurrence) or its equivalent. Coverage written on the commercial general liability ISO form CG 00 02 (claims-made) shall be considered equivalent providing the CONTRACTOR commits to maintain such coverage for not less than two years, or provide a two year extended reporting period, commencing upon termination or cancellation of this agreement. In all cases, such general liability coverage shall include limits of not less than the following:

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

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

7.2 Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars ($1,000,000) for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto," and include a deductible no greater than $1,000 in accordance with County Code (Section 2.38.060).

7.3 Workers' Compensation and Employer's Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible.

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

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

7.4 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.

8.0 INVOICES AND PAYMENTS

8.1 CONTRACTOR's Responsibilities:

8.1.1 CONTRACTOR shall maintain a Foster Care Funding and Rates Bureau (FCFRB) group home rate(s), or for a CONTRACTOR vendored by a Regional Center, authorization for payment of the Regional Center rate with AFDC-FC funds throughout the term of the Contract. COUNTY shall pay CONTRACTOR for each Placed Child the monthly group home rate(s) established by the California Department of Social Services, Foster Care Funding and Rates Bureau.

8.1.2 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
Department of Children and Family Services
Revenue Enhancement Division
725 S. Grand Ave
Glendora, CA 91740

8.1.3 CONTRACTOR shall complete and submit the Probation pay vouchers (only those designated by COUNTY) to:

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

8.1.4 CONTRACTOR shall complete the Monthly Billing Expenditure (Exhibit E-1) for the service rendered in previous month and shall be sent by the 7th day of each month to:

County of Los Angeles
Department of Children and Family Services
Accounting Services Section
425 Shatto Place, Room 204
Los Angeles, CA 90020

8.1.5 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) 915-1136. Interest charges may be assessed from the 30th Day following identification and written confirmation by COUNTY of the incorrect payment, at a rate equal to COUNTY's current Pool Rate, as determined by COUNTY's Auditor-Controller, per day on the delinquent amount due. Interest charges shall be paid by CONTRACTOR upon demand.

8.1.6 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).

8.1.7 For overpayments, CONTRACTOR shall submit payment of any amounts due to COUNTY within thirty (30) Days after the Division Chief of Fiscal Monitoring and Special Payments or designee's decision, unless CONTRACTOR appeals the decision pursuant to Section 8.0, in which case collection efforts shall be suspended until such time as there is final resolution of the appeal.

8.1.8 In the event CONTRACTOR does not return payment, or enter into an agreement for payment on a mutually agreed upon time-frame within thirty (30) Days of resolution of payment discrepancy or register a dispute within thirty (30) Days of overpayment notice, COUNTY may place CONTRACTOR on Do Not Refer (DNR) Status pursuant to Section 16.0, Hold Status, DNR Status, Do Not Use Status, Corrective Action Plan (CAP). COUNTY shall provide written notice of its intention to place CONTRACTOR on a DNR Status at least 72 hours in advance. All correspondence regarding payment errors shall be sent by certified mail, and "date of receipt" for the purpose of this Section 8.0 is the date on which the correspondence is mailed or the postal receipt is signed by the recipient

8.1.9 CONTRACTOR agrees that when a sustained overpayment, as described in WIC 11466 et seq. is identified, CONTRACTOR shall repay to the State the amount of the overpayment including interest in accordance with WIC 11466 et seq.

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

has been repaid. If CONTRACTOR registers a notice of dispute pursuant to Sub-section 8.11, the Fiscal Monitoring Section will evaluate the adequacy of the CONTRACTOR's written response. Within 25 calendar days of DCFS' receipt of CONTRACTOR's written response, DCFS and/or the Probation Department (Probation) will provide CONTRACTOR with DCFS'/Probation's written response, which sets forth the required DCFS/Probation CAP. Should CONTRACTOR disagree with the contents of the CAP, CONTRACTOR shall submit a response to the DCFS/Probation CAP within 15 business days via first class mail to DCFS Fiscal Monitoring Section/Probation Out-of-Home Compliance Unit. DCFS/Probation will review the CONTRACTOR's response to the DCFS/Probation CAP and issue a final required DCFS/Probation CAP within 5 calendar days. Should CONTRACTOR not comply with the CAP, DCFS/Probation may, in its sole discretion, exercise any and all remedies, including but not limited to placement of CONTRACTOR on DNR or Do Not Use status.

8.1.11 CONTRACTOR may appeal the final decision pursuant to Part I, Section 20.0, NOTICE OF DISPUTE.

8.1.12 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. Such decision not to take the child shall be properly documented in accordance with Part I, Section 12.0 of this Contract.

8.1.13 In addition to the requirements in Exhibit A, SOW, CONTRACTOR shall notify the DCFS Foster Care Payment Hotline at (800) 697-4444 for DCFS children or the Probation Central Placement Unit at (323) 226-8600 for Probation children within 24 hours whenever a Placed Child leaves CONTRACTOR's program. Prior to a Probation youth being moved from one site/home to another, an authorization letter signed by the Central Placement Director must be received from Probation.

8.1.14 CONTRACTOR agrees placement lasting less than a full month shall be prorated. Payment shall commence the Day the child is placed with CONTRACTOR and terminate the Day before the Placed Child is removed. When CONTRACTOR agrees to hold a bed open for a Placed Child, CONTRACTOR shall document COUNTY Worker's agreement to pay for the open bed in the

Placed Child's record and shall request a written faxed confirmation from COUNTY Worker. DCFS will not pay for an open bed for a period in excess of seven (7) Days. Probation will not pay for an open bed for a period in excess of three (3) Days.

8.2 COUNTY's Responsibilities:

8.2.1 The COUNTY or designee shall review the detailed charges to ensure charges are in accordance with the Contract term and that the services charged have been actually received and necessary. Upon review and approval of the monthly pay vouchers the Revenue Enhancement, or designee, shall forward the vouchers to the Fiscal Monitoring Section for payment processing within two (2) working days upon receipt. Expenditures made by CONTRACTOR in the operation of this Contract shall be in compliance and in conformity with the Office of Management and Budget (OMB) Circulars, A-122, and the auditing standards of OMB Circular A-133. CONTRACTOR is responsible for obtaining the most recent version of these Circulars which are available online via the Internet at http://www.whitehouse.gov/omb/circulars/index.html.

8.2.2 COUNTY shall mail payment to CONTRACTOR in 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 County Foster Care Payment Hotline at (800) 697-4444.

8.2.3 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.

8.2.4 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. In addition, CONTRACTOR shall return the excess payment to COUNTY, execute an

agreement to pay within another mutually agreed upon time frame, or register a notice of dispute with accompanying documentation to:

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

8.2.5 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.

9.0 NOTICES

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

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

AND

Probation Department
Central Placement Office
3965 S. Vermont Ave
Los Angeles, CA 90037

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

10.0 CONFIDENTIALITY

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

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

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

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

11.0 COUNTY'S RESPONSIBILITY

CONTRACTOR's covenants and responsibilities under the Contract shall not be conditional upon COUNTY's performance of the covenants contained in this Section 11.0 except to the extent that CONTRACTOR's ability to perform is dependent on COUNTY's performance. COUNTY's contractual covenants and agreements as set forth herein do not create mandatory duties for COUNTY, nor do they preclude enforcement of this contract by CONTRACTOR pursuant to Government Code Section 814.

11.1 COUNTY shall have the right to monitor, including but not limited to review and audit CONTRACTOR for compliance with this Contract, SOW, and all applicable laws and regulations pertaining to CTF.

11.2 CONTRACTOR shall be given reasonable access to appropriate COUNTY personnel. CONTRACTOR shall be given pertinent documentation and information, relevant to providing foster care Services, in accordance with COUNTY DCFS/Probation policy and court policy for confidentiality. CONTRACTOR shall hold all such information in confidence pursuant to the provisions of Section 10.0 of this Contract.

11.3 COUNTY shall provide CONTRACTOR with all available information about the Placed Child that may be released in accordance with applicable laws and regulations concerning confidentiality and the release of DCFS or Probation case records to service providers. This information may include court orders and court reports, medical and mental health information, and educational and placement history information. COUNTY Worker will assist CONTRACTOR in obtaining all the necessary information. The information needed to assess the needs of the Placed Child shall include, but is not limited to: (1) the items identified in Title 22, Division 6, Chapter 1, Section 80070(b) and Chapter 5, Section 84070(b) (1)-(11); and (2) a description of dangerous propensities of the Placed Child as outlined in the 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.

11.4 COUNTY shall provide CONTRACTOR with a copy of each court report to the extent permitted by confidentiality laws.

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

11.6 COUNTY shall seek parental or Juvenile Court consent, as needed and as permitted by law, for the Placed Child's medical and dental care, mental health treatment, and participation in recreational and school activities.

11.7 COUNTY shall provide CONTRACTOR with a copy of the court authorization for psychotropic medication, when applicable, within one day of initial placement. COUNTY shall also provide CONTRACTOR with copies of all court re-authorizations for psychotropic medication, when applicable, prior to the expiration of the existing court authorization for psychotropic medication.

12.0 DESCRIPTION OF SERVICES

12.1 CONTRACTOR has submitted a Program Statement to CCLD and has received CCLD approval. The CONTRACTOR's Program Statement will be submitted to COUNTY at initiation and renewal of the CTF Contract.

12.2 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 its program. COUNTY shall review such Program Statement revisions for approval in accordance with Part II, Section 5.0, Changes and Amendments.

12.3 CONTRACTOR shall provide a brief description of the CTF program and send it to:

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

This program description shall not exceed two 8½ by 11 pages in Arial font, size 12. CONTRACTOR shall provide this description in both hard copy and on Compact Disk (CD) in Microsoft Word. DCFS will put this information on a website for DCFS placement staff's use; and will not be subject to audit.

12.3.1 If CONTRACTOR has more than one CTF program, CONTRACTOR shall provide the above information for each program on separate documents and separate CD.

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

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

The parties understand and agree that appropriate Mental Health Services will be provided to the children placed in the CTF. The parties agree that the terms and conditions for such services will be governed exclusively by the existing separate contract with COUNTY's Department of Mental Health and (name of agency), Contract No.(_____), Provided that any real or perceived conflicts will be resolved to the fullest extent possible to ensure compliance with the State laws and regulations governing CTFs. The parties agree to support the maximization of Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) Medi-Cal funding for these Mental Health Services and that no portion of the COUNTY General Funds (CGF) will replace EPSDT funds.

The parties understand and agree that costs associated with educational, medical, and dental services shall be reimbursed in whole or in part through means other than this Contract.

The acceptable adult-child ratio to ensure the safety of a child based on State guidelines is 1:5. Any changes to this staffing ratio will require written justification from the providers and shall be submitted to the DCFS Division Chief or designee for evaluation and approval prior to implementation.

13.0 STATE LICENSE

CONTRACTOR shall maintain a CTF license issued by the California Department of Social Services, CCLD Division, throughout the term of the Contract.

If planning to add additional CTF site(s) during the term of the Contract, CONTRACTOR shall notify and receive written approval from COUNTY Program Managers prior to the placement of and/or serving Placed Children at the additional site(s). Contractor's decision to pursue licensure of additional sites from CDSS, CCLD Division does not ensure placements from the COUNTY.

14.0 FEES

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

15.0 OTHER SOURCES OF INCOME

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

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

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

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.

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

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

COUNTY may, during the normal course of its monitoring or investigation, place CONTRACTOR on Hold Status, Do Not Refer (DNR) Status and/or Do Not Use (DNU) Status, when the COUNTY reasonably believes, in its sole discretion, that the CONTRACTOR has; (a) engaged in conduct which may jeopardize a minor or minors; (b) there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; (c) there is serious risk of abuse or neglect; or (d) CONTRACTOR is in noncompliance with a significant

administrative/fiscal/programmatic requirement of the Contract. The local agency procedures referred to in Sub-sections 16.2, 16.3, and 16.4 are internal DCFS/Probation procedures and are titled, respectively, Hold Status, DNR Status, and DNU Status. DCFS/Probation may vary from the current protocol and procedures when such variance is required to protect the health and safety of Placed Children. A copy of the COUNTY's current policies and procedures is attached herein as Exhibit N, DCFS/Probation Group Home Contract Investigation/Monitoring/Audit Remedies and Procedures that also applies to CTF program.

16.1 Corrective Action Plan

When COUNTY reasonably determines in its sole discretion, that a CONTRACTOR's deficiencies are amenable to correction, COUNTY may require CONTRACTOR to provide a Corrective Action Plan (CAP) and COUNTY and CONTRACTOR may enter into a CAP. A CAP shall serve as CONTRACTOR's commitment to remedy such deficiencies. The CAP procedures are further discussed in Exhibit N, DCFS/DMH CTF 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 or monitoring when based on prima facie evidence, COUNTY reasonably believes, in its sole discretion, that the CONTRACTOR has; (a) engaged in conduct which may jeopardize a minor or minors; (b) there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; (c) there is serious risk of abuse or neglect; or (d) CONTRACTOR is in noncompliance with a significant administrative/fiscal/programmatic requirement of the Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Sub-section 16.1, and as further described in Exhibit N, DCFS/Probation CTF 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 (DNR) Status, when COUNTY reasonably believes, in its sole discretion based upon prima facie evidence that the CONTRACTOR has; (a) engaged in conduct which may jeopardize a minor or minors; (b) there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; (c) there is

serious risk of abuse or neglect; or (d) CONTRACTOR is in noncompliance with a significant administrative/fiscal/programmatic requirement of the Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Sub-section 16.1, and as further described in Exhibit N, DCFS/Group Home Contract Investigation/Monitoring/Audit Remedies and Procedures.

When DNR Status is implemented, a CAP may be established, as provided in Exhibit N, DCFS Group Home Contract Investigation/Monitoring/Audit Remedies and Procedures. DNR Status is removed if the CONTRACTOR conforms to the CAP in terms of content and timeframe, or as provided in Exhibit N, DCFS/Probation Group Home 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 (DNU) Status, when COUNTY reasonably believes, in its sole discretion, based upon prima facie evidence that the CONTRACTOR has: (a) engaged in conduct which may jeopardize a minor or minors (b) there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect (c) there is serious risk of abuse or neglect or (d) CONTRACTOR is in noncompliance with a significant administrative/fiscal/programmatic requirement of the Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Sub-section 16.1, and as further described in Exhibit N, Investigation/Monitoring/Audit Remedies and Procedures, of this Contract.

Under unique, warranted circumstances, a DNU Status may be rescinded, as provided in Exhibit N, Investigation/Monitoring/Audit Remedies and Procedures.

16.5 Notice Requirements

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

COUNTY will notify CONTRACTOR in writing 15 days prior DCFS' intention to place CONTRACTOR on Hold for Administrative reasons (except insurance provisions). COUNTY will notify CONTRACTOR in writing 72 hours prior to DCFS' intention to implement DNR, or DNU Status related to Administrative reasons (except insurance provisions). Verbal notification of such actions will be provided prior to or at the time of CONTRACTOR's placement on Hold/DNR/DNU Status to the extent possible. To the extent possible and reasonable, and without interfering with any law enforcement investigation, and consistent with statutes and regulations related to confidentiality laws, notification will include the reason(s) for placing CONTRACTOR on Hold Status.

When DNR or DNU Status is recommended, the written notification letter will also invite CONTRACTOR to participate in a Review Conference (as described in Exhibit N) 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, Investigation/Monitoring/Audit Remedies and Procedures) of this Contract.

16.6 Disagreement with Decision

CONTRACTOR may challenge the COUNTY action in accordance with DCFS/Probation local agency policies and procedures (please refer to Exhibit N) then in effect, and thereafter, CONTRACTOR may appeal through the Notice of Dispute described in Part I, Section 20.0 herein.

16.7 Termination Status

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

17.0 FINANCIAL REPORTING

17.1 CONTRACTOR shall report semi-annual revenues and expenditures on the Semi-annual Expenditure Report (Exhibit E). This report will require sign-off, under penalty of perjury, by CONTRACTOR's Executive Director or CONTRACTOR's Administrator, as defined in Title 22, Division 6, Chapter 5, Section 84064.

17.2 The Semi-annual Expenditure Report (Exhibit E), along with the Cost Report (Exhibit U), which also applies to CTF, shall be mailed no later than September 1 for the semi-annual report for the period ended June 30 and March 1 for the semi-annual report for the period ended December 31.

17.3 If the Contract starts on a date other than July 1 or January 1, then the initial report shall be for a period less than six (6) months and the final report will also be for a period less than six (6) months.

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 DNR and/or DNU Status is used, COUNTY shall notify CONTRACTOR in writing seven (7) Days prior to such status being used.

17.5 The semi-annual expenditure report for CTF that serve DCFS children shall be mailed to:

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

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

Probation Department
Central Placement Office
Placement Out-of-Home Compliance Unit
Supervising Deputy Probation Officer
3965 S. Vermont Ave
Los Angeles, California 90037

In addition, CONTRACTOR shall complete the Quarterly Augmentation Accounting Report (Exhibit E-II) and submit it no later than forty five (45) days of the following month after the quarter is ended to:

DCFS
Accounting Services Section
425 Shatto Place, Room 204
Los Angeles, CA 90020

18.0 PROGRAM REPORTING REQUIREMENTS

18.1 CONTRACTOR shall report all suspected child abuse allegations and incidents immediately upon discovery for all children to: (1) CCLD; (2) COUNTY's Child Protection Hotline (CPHL); (3) for DCFS children, to the DCFS Contract Program Manager; (4) for Probation children, to the Regional and Central Placement Unit, and (5) for DMH children, to DMH Contract Program Manager.

18.2 CONTRACTOR shall make and document a monthly telephonic update report to COUNTY Worker. In addition to complying with the provisions addressing the Needs and Services Plan in the SOW, Part C, Section 2.4, CONTRACTOR shall develop a comprehensive, individualized Needs and Services Plan that (1) contains both long-term and short-term goals that treat the identified needs of the Placed Child; (2) is specific, measurable, attainable, and time-limited; and (3) meets the requirements specified in Title 22, Division 6, Chapter 5, Sections 84070, 84070.1, 84068.2, 84068.3, and 84069.2.

18.3 CONTRACTOR shall prepare and submit a Special Incident Report for each Placed Child in accordance with the guidelines and time frames in Exhibit A-VIII, Special Incident Reporting Guide for Group Homes which is also applicable to CTF's.

- For DCFS children, CONTRACTOR shall report via the DCFS Internet site (I-Track System) at: https://itrack.co.la.ca.us/homelogin.aspx .

- For Probation children, CONTRACTOR shall report by telephone, fax, and the I-Track System to the Central Placement Unit.

18.4 CONTRACTOR shall prepare and submit a Termination Report to a Placed Child's COUNTY Worker within 30 Days from the date the child's placement was terminated. The Termination Report shall include, but not be limited to, a closing summary of CONTRACTOR's records relating to the Placed Child, including the type of placement to which the child was discharged such as reunification with parent(s), relative, adoptive home, legal guardianship, licensed foster home, FFA certified home, small family home, group home, CTF, specified or specialized placement or hospital.

18.5 CONTRACTOR shall prepare and submit a report in each instance enumerated in Part I, Section 6.0, Sub-section 6.1.6, Notification of Incidents, Claims or Suits.

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

18.7 CONTRACTOR hereby agrees to participate in the collection and reporting of outcome data related to child safety, well-being, and permanency. CONTRACTOR shall submit a quarterly report using the format in Exhibit X to the Program Managers. The reporting requirement in this Sub-section 17.8 shall be separate and apart from the reporting requirements described in Sub-section 17.1 and Part II, Sub-section 6.1.

18.8 CONTRACTOR shall: (1) maintain copies of the Board of Directors' minutes in a readily accessible location; (2) provide COUNTY with copies of Board of Directors' minutes within 24 hours of request by COUNTY, except when the minutes requested describe a meeting that occurred during the past 45 days; (3) for minutes from a meeting that occurred within 45 days of COUNTY's request, provide the COUNTY with a copy of those minutes within 3 days of the request; and (4) report in writing all changes of membership and officers of the Board of Directors, to the Program Manager(s) within one week of such changes (whether or not COUNTY requests information on such changes).

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 5, Sections 84070 and 84070.1; and the relevant provisions in this Contract, including this Section 19.0. Such records shall include, but not be limited to, needs and services plans, placement and termination/discharge documents, medical and dental records, a record of court orders allowing psychotropic medication, Placed Children's financial records (clothing, allowances, earnings, medical expenses, etc.), diagnostic evaluations and studies, Placed Child interviews, special incident reports, social worker progress notes (including treatment, school, extracurricular activities at school or in the Community, etc.), and notes on Services provided by the various professional and paraprofessional staff (treatment, recreation, child care, etc.). The records shall be in sufficient detail to permit an evaluation of Services provided. The information in the Placed Child's record, maintained at CONTRACTOR's offices, shall be confidential, kept in a locked file, and made available only to selected staff who requires it for needs and Services planning.

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

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

19.5 COUNTY retains the right to inspect, monitor and conduct investigations of CONTRACTOR's program/fiscal operations and contract compliance without prior notice to CONTRACTOR seven days a week, 24 hours a day. Unannounced monitoring audits and investigations may occur without prior notice when COUNTY, in its sole discretion, deems it necessary. CONTRACTOR will be given reasonable prior notice of routine monitoring audits and inspections. CONTRACTOR agrees that COUNTY, or its authorized representatives, the State of California, or its authorized representatives, or the Federal Government, or its authorized representatives, including but not limited to, the U.S. Controller General, shall have access to and the right to inspect, examine, monitor, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records

relating to this Contract. The Auditor-Controller (AC) /Department of Children and Family Services/Probation Department Fiscal Audit Phases, Fiscal Audits of Group Home Foster Care Services Contractors (Exhibit C-II) details the audit protocols followed by the AC and DCFS/Probation during fiscal audit reviews that also apply to CTF program.

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

19.7 CONTRACTOR shall maintain and retain written records of each individual child referred but not accepted for placement in the program for the duration of this Contract. The CONTRACTOR's decision for not accepting each child shall be completely and fully documented and shall be made available to the Program Manager or designee upon request.

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

19.9 CONTRACTOR shall be responsible for annual or triennial financial audits, as applicable, of its agency and shall require Subcontractors to be responsible for its annual or triennial financial audits, as applicable, when required by any governmental entity (e.g. Federal government, California Department of Social Services (CDSS), COUNTY) to be conducted by an independent audit firm and in accordance with generally accepted governmental auditing standards. Within thirty (30) days after issuance of the audit reports, CONTRACTOR shall forward copies of such reports to: DCFS, Bureau of Finance and Administration, Fiscal Monitoring and Special Payments, 425 Shatto Place, Room 304. Los Angeles, California

90020 Attention: Administrative Services Manager III, and to DCFS, Contracts Administration, 425 Shatto Place, Room 400, Los Angeles, California 90020, Attention: CTF Contract Analyst, and to Probation at the Central Placement Office, Out-of-Home Compliance Unit, 3965 S. Vermont Ave., Los Angeles, California 90033, Attention: Supervising Deputy Probation Officer.

19.10 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 AC 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).

19.11 Failure on the part of CONTRACTOR to comply with the provisions of this Section shall constitute a material breach of this Contract upon which COUNTY may take all appropriate action including but not limited to, implementation of Hold Status, DNR Status, and/or DNU Status, as set forth in 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 of this Contract.

20.0 NOTICE OF DISPUTE

The CONTRACTOR shall bring to the attention of the COUNTY Program Manager any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this Contract. If the COUNTY Program Manager is not able to resolve the dispute, the Director, or designee, shall resolve it.

21.0 INTERPRETATION OF CONTRACT

21.1 Validity

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

21.2 Governing Laws, Jurisdiction and Venue

This Contract shall be construed in accordance with and governed by the laws of the State of California. CONTRACTOR agrees and consents to

the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

21.3 Waiver

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

21.4 Caption Headings

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

22.0 CONTRACT ENFORCEMENT, OUT-OF-HOME CARE MANAGEMENT, MONITORING AND REVIEW, AND COUNTY QUALITY ASSURANCE PLAN

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

22.2 COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all the Contract's terms and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of this Contract in jeopardy if not corrected may be reported to the Board of Supervisors. The report may include CONTRACTOR's

response to these deficiencies and improvement/ corrective action measures taken by COUNTY and CONTRACTOR. If improvement does not occur in a manner consistent with such corrective action measures, COUNTY may terminate this Contract or take action consistent with Part I, Section 16.0, Hold Status, DNR Status, DNU Status, and CAP.

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 (FY) periods are dependent upon similar Board of Supervisors' action.

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

24.0 TERMINATION OF CONTRACT BY CONTRACTOR FOR CONVENIENCE

24.1 The Agreement may be terminated when such action is deemed by CONTRACTOR to be in its best interest. Termination of this Agreement shall be effective by the delivery to COUNTY of such notice of termination specifying the date which such termination becomes effective. The date upon which such termination becomes effective shall be no less than sixty (60) days after the notice is sent. In the event of a breach by COUNTY under this Agreement, CONTRACTOR shall have all remedies available at law.

24.2 CONTRACTOR shall submit to COUNTY the certification and in form, as may be prescribed by COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly. COUNTY will not accept

any such invoice submitted later than three (3) months from the effective date of termination. Upon failure of CONTRACTOR to submit its termination claim and invoice within the time allowed, COUNTY may determine, on the basis of information available to COUNTY, the amount, if any, due to CONTRACTOR in respect to the termination, and such determination shall be final. After such determination is made, COUNTY shall pay CONTRACTOR the amount so determined as full and complete satisfaction of all amounts due CONTRACTOR under this Contract for any terminated Services, provided that such amounts may be offset against any amounts COUNTY claims are due from CONTRACTOR pursuant to the terms of this Contract.

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

25.0 USE OF FUNDS

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

25.2 CONTRACTOR shall use AFDC-FC funds paid to and Expended by CONTRACTOR only for the 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 the Office of Management and Budget Circular A-122 (Exhibit C) and the AC's CTF 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 CTF 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, Notice of Dispute.

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

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

25.6 Total accumulated unexpended funds (TAUF) shall include (1) CONTRACTOR's un-Expended funds; and (2) CONTRACTOR's accumulated, unexpended AFDC-FC funds received from COUNTY between July 1, 2008 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 July 1, 2008. CONTRACTOR's TAUF shall be reflected on its Semi-Annual Expenditure Report (Exhibit E).

25.7 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 CTF program for its next FY 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 FY, exceeds the TAUF Ceiling, CONTRACTOR shall develop a plan regarding how to utilize the TAUF for the benefit of Placed Children for reasonable and allowable costs, and shall submit the plan to DCFS Director's 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.

25.8 If the plan is not approved, CONTRACTOR shall, in consultation with COUNTY, work to develop a revised plan for TAUF excess that is acceptable to COUNTY within 30 days of denial of proposed plan. COUNTY 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 COUNTY's written response. COUNTY will issue a final plan within five (5) days of receipt of CONTRACTOR's amendments.

25.9 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 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 Notice of Dispute in 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 non-expendable tangible personal property having a useful life of more than two (2) years and an acquisition cost of $5,000 or more of COUNTY funds per unit capitalized.

26.3 CONTRACTOR shall for any Real Property, land, or Fixed Asset costing $35,000 or more of funds provided to CONTRACTOR through this Contract, submit to COUNTY, at least 15 business days prior to any purchase (including Capital Leases as defined by Generally Accepted Accounting Principles (GAAP)), an analysis demonstrating that the purchase is less costly to CONTRACTOR than other leasing alternatives. CONTRACTOR shall also stipulate the source of all funds to be used for the purchase of the subject property. In the event that any funds to be used in the purchase will be from the current year Contract or TAUF (as defined in Part I, Sub-section 25.6), then CONTRACTOR shall obtain COUNTY's prior written approval for the purchase by notifying COUNTY by 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 may be purchased and owned by CONTRACTOR as provided by law. If such prior written approval is not obtained by CONTRACTOR, no title to any of the items referenced in Sub-section 26.3 will vest with CONTRACTOR. All Fixed Assets not requiring COUNTY's prior written approval, as described in Sub-section 26.3, shall be deemed owned by CONTRACTOR.

27.0 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 (WC) claims, suits, liability, or expense resulting from its performance of this Contract and will bear the sole responsibility and liability for furnishing WC benefits in an amount and form to meet the State of California's statutory requirements, and in amounts as set forth in Part I, Sub-section 7.3, 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 Sub-sections 26.1 and 26.2.

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 WC suits, liability, or expense resulting from its performance of this Contract and will bear the sole responsibility and liability for furnishing WC 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 Sub-sections 27.4 and 27.5.

MASTER CONTRACT FOR COMMUNITY TREATMENT FACILITY SERVICES

PART II: STANDARD TERMS AND CONDITIONS

County of Los Angeles
Department of Children and Family Services,
Department of Mental Health, and Probation Department
Master Contract for Community Treatment Facility Services

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 AA, COUNTY's Administration. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

1.1 COUNTY's Program Manager

The responsibilities of the COUNTY's Program Manager include:

- ensuring that the objectives of this Contract are met;
- advise of changes in the terms and conditions of this Contract in accordance with Part II, Section 5.0, Changes 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 the COUNTY. Any unapproved assignment or delegation shall be null and void. Any payments by COUNTY to any approved delegate or assignee on any claim under the Contract shall be deductible, at COUNTY's sole discretion, against the claims, which the CONTRACTOR may have against COUNTY.

2.2 If any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, may result in the termination of this Contract.

2.2.1 Any withdrawal or change of shareholders, members, directors or other persons named on CONTRACTOR's Community Care License Division (CCLD) 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 CONTRACTOR's license under CCLD 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.

3.0 AUTHORIZATION WARRANTY

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

4.0 BUDGET REDUCTIONS

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

5.0 CHANGES AND AMENDMENTS

5.1 County reserves the right to change any portion of the work required under this Contract, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished as set forth in this section 5.0.

5.2 Except as provided in this section, 5.0, for any change which affects the scope of work, term of Contract, Contract Sum, payments, or any terms or conditions included under this Contract, an amendment shall be prepared by DCFS, signed by Director of DCFS, Chief Probation Officer, and Director of Mental Health and executed by the Contractor and County's Board of Supervisors or the Director in the event the Director has the delegated authority to execute. Approval of County Counsel must be obtained for any changes which affect the scope of work.

5.3 COUNTY's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the COUNTY's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared by DCFS and executed by the CONTRACTOR and by the Director of DCFS, the Director of DMH and Chief Probation Officer.

5.4 The DCFS Director may sign an Amendment to this Contract without further action by the Board of Supervisors only under the following conditions as applicable:

5.4.1 The amendment shall be in compliance with applicable County, State and federal regulations; and

5.4.2 The Board of Supervisors has appropriated sufficient funds in COUNTY's budget; and

5.4.3 The Amendment is for a decrease, or an increase of not more than 10 percent correlated to an increase or a decrease in the number of units of service, of the original Maximum Contract Sum; and prior CEO approval is obtained and notice given to County Counsel.

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, and CONTRACTOR will train staff to, **immediately**, upon discovery, whenever CONTRACTOR reasonably suspects that a Placed Child has been a victim of abuse and/or is in danger of future abuse, notify: (1) CCLD; (2) the COUNTY's child protection hotline (CPHL); (3) for DCFS children, the DCFS Program Manager; (4) for Probation children, the Regional and Central Placement Unit; and (5) for DMH children, to DMH Contract Program Manager. CONTRACTOR will remain with the Placed Child if imminent risk is present. CONTRACTOR and CONTRACTOR's staff shall coordinate with CCLD, the DCFS Program Manager, and the Probation Central Placement Unit prior to the investigation of any allegation of child abuse and follow their instructions on how to proceed.

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

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 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 Purchase Order or Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

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 shall maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

7.2 Termination for Breach of Warranty to Maintain Child Support Compliance with County's Child Support Compliance Program.

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Sub-section 7.1, Contractors Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default by CONTRACTOR under this Contract. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract, failure to cure such default within ninety (90) Days of notice shall be grounds upon which COUNTY Board of Supervisors may terminate this Contract pursuant to Section 34.0, Termination for Contractor's Default and pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.202.

8.0 GRIEVANCES

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

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 Section 10.0, 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 25.1 Non-Discrimination in Employment.

10.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Section 2000 (e)(1) through 2000 (e) (17) to the end that no persons shall on the grounds of race, creed, color, sex, religion ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. CONTRACTOR shall comply with Exhibit B, Attachment A, Contractor's Equal Employment Opportunity (EEO) Certification.

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 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 or Probation employee, either active or on leave status, shall serve as an employee or contractor of CONTRACTOR in any capacity on a full or part-time basis.

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 (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.

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

15.4 If there is evidence that the CONTRACTOR may be subject to debarment, DCFS will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR

of the scheduled date for a debarment hearing before the Contractor Hearing Board.

15.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CONTRACTOR and/or CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and DCFS/Probation shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors. If CONTRACTOR fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, CONTRACTOR may be deemed to have waived all rights of appeal.

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.

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

15.10 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 Z, 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 INTENTIONALLY LEFT BLANK

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, to ascertain arrest and conviction records for all current and prospective employees, independent contractors, volunteers or Subcontractors who may come in contact with Placed Children in the course of their work, volunteer activity or performance of the Subcontract and shall maintain such records in the file of each such person.

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 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, 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.

18.5 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff or Subcontractor who may come in contact with children while providing services under this Contract when such information becomes known to CONTRACTOR.

18.6 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts**.**

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

20.1 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 and State 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.

20.2 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 exist:

21.1.1 CONTRACTOR has made a material misrepresentation in the Program Statement; or

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

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

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 GAIN/GROW participants, and COUNTY employees, as described in Part II, Sections 13.0 and 14.0, respectively) for any such position(s) to qualified former foster youth. CONTRACTOR shall notify COUNTY of any new or vacant positions(s) within CONTRACTOR's firm by sending via 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 the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

23.2 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the CONTRACTOR.

23.3 CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.

23.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Attachment D, "CONTRACTOR's Employee Acknowledgement and Confidentiality Agreement". The CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Attachment D, CONTRACTOR's Non-Employment Acknowledgement, Confidentiality, and Copyright Assignment Agreement."

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 AND AFFIRMATIVE ACTION

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 certify to, and comply with, the provisions of Exhibit Q, Contractor's Equal Employment Opportunity (EEO) Certification.

25.3 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.

25.4 CONTRACTOR certifies and agrees that it will 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.

25.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

25.6 CONTRACTOR shall allow COUNTY representatives to review CONTRACTOR's employment records during regular business hours in order to verify compliance with the provisions of this Section when so requested by COUNTY.

25.7 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.

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

26.0 NON-DISCRIMINATION IN SERVICES

In the performance of this Contract CONTRACTOR shall not discriminate in the delivery of Services on the basis of race, religion, color, creed, national origin, sex, sexual orientation, age, condition of physical or mental handicap, marital status or political affiliation. CONTRACTOR shall comply with the Civil Rights Act of 1964, Government Code Section 11135 and all other applicable laws and regulations, in addition to complying with CONTRACTOR's CDSS, CCLD license. COUNTY and CONTRACTOR agree that CONTRACTOR will accept or reject children for placement consistent with CONTRACTOR's Program Statement and in compliance with CONTRACTOR's license. Such determination may not be arbitrary or 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 COUNTY and CONTRACTOR agree that all materials, data and information developed under and/or used in connection with this Contract shall become the sole property of COUNTY, provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

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 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 10.0, 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, Safely Surrendered Baby Law Fact Sheet, 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 Program Director. Any attempt by CONTRACTOR to

Subcontract performance of any of the terms of this Contract, in whole or in part, without said consent shall be null and void and shall constitute a breach of the terms of this Contract, upon which Contract may be terminated in accordance with Part II, Section 34.0, Termination for CONTRACTOR's Default. CONTRACTOR shall submit each Subcontract to COUNTY for written approval prior to Subcontractor performance any of 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 require COUNTY approval. CONTRACTOR shall include in all Subcontracts the following provision: "This Contract is a Subcontract under the terms of a prime contract with COUNTY of Los Angeles. All representations and warranties contained in this Subcontract shall inure to the benefit of COUNTY of Los Angeles". CONTRACTOR shall ensure that Subcontractors agree in writing to be bound by any of the provisions of the Contract which CONTRACTOR is subcontracting.

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 Managers all the following documents:

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

33.4.2 Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by Part I, Section 7.0, 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 the Notice of Dispute, Part I, Section 20.0.

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

terminated Services, provided that such amounts may be offset against any amounts COUNTY claims are due from CONTRACTOR pursuant to the terms of this Contract.

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, 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 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)

39.1 The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). CONTRACTOR understands and agrees that it is a "*Covered Entity*" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA as defined in Exhibit EE.

39.2 The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations related to *transactions and code sets, privacy, and security.* CONTRACTOR understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that COUNTY has not undertaken any responsibility for compliance on CONTRACTOR's behalf. CONTRACTOR has not relied, and will not in any way rely, on COUNTY for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

39.3 CONTRACTOR and COUNTY understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of HIPAA law and implementing regulations related to Transactions and Code Sets, Privacy, and Security. Each party further agrees to indemnify

and hold harmless the other party (including their officers, employees and agents) for its failure to comply with HIPAA.

39.4 CONTRACTOR and COUNTY understand and agree that HIPAA has imposed additional requirements in regards to changes in DMH's IS (IS refers to Integrated System).

39.4.1 COUNTY desires to clarify IS terminology under this Agreement as it relates to HIPAA, and accordingly, has set forth in Exhibit P, Crosswalk Fact Sheet, a "crosswalk" of technical terms, definitions and language to be used with this Agreement.

39.4.2 COUNTY has added to the DMH Provider Manual an Electronic Data Interchange/Direct Data Entry (ED/DDE) selection and General Requirements Agreement, which includes the method in which contractor or its Subcontractor(s) elects to submit HIPAA-compliant transactions and requirements for these transactions.

39.4.3 COUNTY has added to the DMH Provider Manual a Trading Partner Agent Authorization Agreement which includes the CONTRACTOR's authorization to its Subcontractor(s) to submit HIPAA-compliant transactions on behalf of CONTRACTOR.

39.5 CONTRACTOR understands and agrees that if it uses the services of an Agent in any capacity in order to receive, transmit, store or otherwise process Data or Data Transmissions or perform related activities, the CONTRACTOR own acts, failures, or omissions.

39.6 CONTRACTOR further understands and agrees that the terms and conditions of the current Trading Partner Agreement (TPA) set forth in the DMH Provider Manual shall apply to this Agreement and that said Terms and Conditions are incorporated by reference as though fully set forth herein.

40.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

40.1 CONTRACTOR's Program Director

40.1.1 CONTRACTOR's Program Director is designated in Exhibit GG, 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 or designee or Central Probation Director or designee 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.

41.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING

41.1 CONTRACTOR shall establish and maintain an accounting system including internal controls and financial reporting, which shall meet the minimum requirements for Contract Accounting as described in Exhibit B, Attachment E, Auditor-Controller Contract Accounting and Administration Handbook.

41.2 CONTRACTOR shall maintain supporting documentation for all accruals reported. Accruals which are not properly supported may be disallowed upon audit.

42.0 CONTRACTOR'S WORK

42.1 Pursuant to the provisions of this Contract, CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as more fully set forth in Exhibit A, SOW.

42.2 If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

43.0 FAIR LABOR STANDARDS

The CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the COUNTY and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the CONTRACTOR's employees for which the COUNTY may be found jointly or solely liable.

44.0 GOVERNING LAW, JURISDICTION, AND VENUE

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

45.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, CONTRACTOR and COUNTY agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

46.0 PUBLIC RECORDS ACT

46.1 Any documents submitted by CONTRACTOR, all information obtained in connection with the COUNTY's right to audit and inspect CONTRACTOR's documents, books, and accounting records pursuant to Part II, Record Retention and Inspection/Audit Settlement, of this Contract, as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.

46.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid or proposal marked "trade secret", "confidential", or "proprietary", the CONTRACTOR agrees to defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

47.0 PUBLICITY

47.1 The CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided

hereunder or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publishing its role under this Contract within the following conditions:

47.1.1 The CONTRACTOR shall develop all publicity material in a professional manner; and

47.1.2 During the term of this Contract, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the COUNTY without the prior written consent of the County's Project Director. The COUNTY shall not unreasonably withhold written consent.

47.2 The CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-section shall apply.

48.0 WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION

CONTRACTOR certifies that neither it nor its principals are presently debarred, excluded suspended, or proposed for debarment, or otherwise declared ineligible from participation in this Contract by any governmental department or agency. CONTRACTOR must notify COUNTY Program Manager within 30 days if debarred, excluded or suspended by any government entity during the Contract period.

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES,
DEPARTMENT OF MENTAL HEALTH, AND PROBATION DEPARTMENT
MASTER CONTRACT FOR COMMUNITY TREATMENT FACILITY SERVICES

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

COUNTY OF LOS ANGELES

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

By: _____
Marvin J. Southard, D.S.W., Director
Department of Mental Health

By: _____
Robert Taylor, Chief Probation Officer
Probation Department

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: _____
Kathy Bramwell, Principal Deputy County Counsel

EXHIBIT A

DEPARTMENT OF CHILDREN AND FAMILY SERVICES,
DEPARTMENT OF MENTAL HEALTH, AND PROBATION DEPARTMENT

COMMUNITY TREATMENT FACILITY SERVICES CONTRACT

STATEMENT OF WORK

JULY 2008

COUNTY OF LOS ANGELES
COMMUNITY TREATMENT FACILITY SERVICES

STATEMENT OF WORK

TABLE OF CONTENTS

PART **PAGE**

PART A – INTRODUCTION **3**

1.0 PREAMBLE 4

2.0 OVERVIEW 7

3.0 COUNTY PRIORITIES FOR CHILDREN 8

4.0 SERVICE DELIVERY SITES 8

PART B – TARGET DEMOGRAPHICS..... **10**

PART C – PERFORMANCE GOALS: MEASURES AND RELATED SERVICE TASKS..... **12**

1.0 SAFETY 14

2.0 REUNIFICATION/PERMANENCY 21

3.0 WELL-BEING 26

PART A

INTRODUCTION

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 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, safety and survival, economic well being, social and emotional well-being, and education and workforce readiness.

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

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

<u>Personal Service Delivery</u>
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

<u>Service Access</u>
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

<u>Service Environment</u>
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

2.1 The Board of Supervisors, through the Contract, gives authorization for the placement of Probation wards, dependent children, and Department of Mental Health (DMH) clients placed by their parents per AB 3632 or Chapter 26.5 of the Government Code, Division 7, Title 1, Section 7570 et seq. (Chapter 26.5 children). The Superior Court gives responsibility for the care, custody, control for each ward to the Los Angeles County Probation Department (Probation) and for each dependent child to Department of Children and Family Services (DCFS).

2.2 The California Department of Social Services' Community Care Licensing Division (CCLD) regulations that apply to CTFs are from the Manual of Policies and Procedures, Title 22, including:

2.2.1 Division 6, Chapter 1, Sections 80000 through 80095, *General Licensing Requirements* (except as otherwise noted in Division 6, Chapter 5, Subchapter 1);

2.2.2 Division 6, Chapter 5, Sections 84000 through 84091.4, Group Homes; and

2.2.3 Division 6, Chapter 5, Subchapter 1, Sections 84110 through 84188, *Community Treatment Facilities*.

2.2.4 California Health and Safety Code, Section 1522 through 1522.01, 1180 through 1180.6,

2.2.5 Title 22, Division 6, Chapter 1, Article 3, Section 80019(a)(2)

These regulations are available at http://www.dss.cahwnet.gov/ord/default.htm.

2.3 Mental health regulations that apply to CTFs are from California Code of Regulations, Title 9, Division 1, Chapter 12, Sections 1900-1938. These regulations are available at http://www.dmh.cahwnet.gov/Admin/regulations/regulations.asp on pages 567-579 (in the 2005 electronic edition).

2.4 Welfare and Institutions Code (WIC), Section 4094(e)(1), Section 16501.1(i), Section 16501.1(f)(15).

2.5 The statutes referenced in this Statement of Work (SOW) from the Government Code, Heath and Safety Code, and WIC, are available at http://www.leginfo.ca.gov/.

2.6 The CTF is the only secure residential group settings for children available outside of psychiatric hospitals. As a locked facility, a CTF provides the safest, most-structured setting with the highest staff-to-child ratios for children with the most severe psychiatric and behavioral problems. These children have often experienced psychiatric hospitalizations as the result of behaviors that have been deemed dangerous to themselves and others. These acute behaviors have typically increased in frequency and intensity and have resulted in numerous replacements.

2.7 Contractor shall adhere to all applicable regulations in Section 2.0, Overview, and throughout this Contract.

3.0 COUNTY PRIORITIES FOR CHILDREN

DCFS, Probation, and DMH have established the following priorities for their children: (1) safety; (2) permanency; and (3) well-being.

3.1 Safety: Safety is defined as freedom from abuse (non-accidental injury) and neglect (unwilling or unable to meet the Placed Child's needs). The Performance Measure Summary and Service Tasks addressing this priority in a CTF setting 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, relative guardianship, or other legal guardianship. The Performance Measure Summary and Service Tasks addressing this priority in a CTF setting are found in Part C, Section 2.0, of this SOW.

3.3 Well-Being: This priority in the SOW refers to educational, youth development preparation, medical, dental, psychological, and psychiatric well-being as well as a number of other items especially relevant to a CTF setting. The Performance Measure Summary and Service Tasks addressing this priority in a CTF setting are found in Part C, Section 3.0, of this SOW.

4.0 SERVICE DELIVERY SITES

CONTRACTOR's Services, including Subcontractors' Services, shall be at the locations specified on Exhibit BB, Service Delivery Sites.

CONTRACTOR shall request approval from the DCFS Out of Home Care Management (OHCM) Division Chief or designee or the Placement Oversight Probation Director 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 or the Placement Oversight Probation Director or designee.

PART B

TARGET DEMOGRAPHICS

PART B: TARGET DEMOGRAPHICS

1.0 TARGET DEMOGRAPHICS

The target demographics for community treatment facilities 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:

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

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

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.

PART C:

PERFORMANCE GOALS: MEASURES AND RELATED SERVICE TASKS

PERFORMANCE GOALS

CONTRACTOR shall provide placement for children who require higher levels of service than those provided by a Rate Classification Level (RCL) 14 Group Home and the secure residential group settings available outside the psychiatric hospital for children. Specifically, CONTRACTOR shall provide all deliverables and tasks described in this Contract and SOW, including but not limited to the Service tasks described in Exhibit A. Throughout the term of this Contract, COUNTY's Program Manager will monitor the CONTRACTOR's performance in accordance with the "Performance Measure Summaries" in Part C, Sections 1.0, 2.0, and 3.0. Failure to comply with a Corrective Action Plan(s) (CAP) could result in Hold, Do Not Refer (DNR), or Do Not Use (DNU) status. 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 Attachment N to this CTF Services Contract. Any failure by the Contractor to comply with the term of this Contract, including any failure to meet or exceed the performance targets, may result in COUNTY's termination of the whole of any part of the Contract or any other remedy specified in the Contract. (DCFS Contracts – Part II: Standard Terms and Conditions; Section 34.0, TERMINATION FOR CONTRACTOR'S DEFAULT).

PERFORMANCE MEASURE SUMMARY
1.0 SAFETY

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

PROVIDER & PROGRAM:
Proposed Contract period from July 1, 2008 to June 30, 2009

PROGRAM TARGET GROUP: Children in CTF care

CONTRACTOR PROGRAM GOAL:

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

OUTCOME INDICATORS	CONTRACTOR PERFORMANCE TARGETS	METHOD OF DATA COLLECTION
CCLD citations on safety and physical plant deficiencies.	100% of CAP submitted on time. 100% of the CAP successfully imple-mented. 100% correction of physical plant and safety deficiencies.	CWS/CMS, child's case file, Needs and Services Plan/ Quarterly Reports, and facility special incident reports. CCLD citations and CAP.
Substantiated abuse and neglect referrals and their disposition.	At least 99.19% of Placed Children are free from abuse and neglect while under the care and supervision of a CTF.[1]	Special Incident Reports.

[1] The County maintains a zero tolerance policy for substantiated abuse and neglect of Placed Children while under the supervision of the CTF. While each incident of substantiated abuse or neglect that occurs under CTF supervision must be evaluated on a case-by-case basis, the County will assess the factors that led to the abuse/neglect and make a determination whether the incident is isolated or demonstrates a pattern and practice of abuse/neglect. The County will exercise all available remedies, including but not limited to requiring from the CTF a CAP, and/or placing the CTF on Hold, DNR or DNU Status.

Repeated incidences that place a CTF's substantiated abuse and neglect rate above state-wide averages for abuse/neglect in non-kin homes will be used as a performance evaluator and may result in County's

Reports of child-to-child injuries resulting from lack of supervision. Reports of all special incidents and Child Protection Hot Line (CPHL) allegations	Child-to-child injuries requiring treatment, or that would reasonably require treatment, by a medical practitioner while under the supervision of the CTF not exceed % *****. (% * to be determined based on data collected during the first Contract year). 100% reporting of non-child-to-child special incidents involving staff and required reports made to the CPHL.	I-Track web-based system

termination of the whole or any part of the Master Contract, and/or placement of CONTRACTOR on Hold, DNR or DNU Status.

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

1.0 SAFETY

CONTRACTOR'S TASKS:

1.1 For the safety and welfare of the Placed Children, CONTRACTOR shall, as permitted by law, to: (1) submit two sets of fingerprints in accordance with CCLD procedures for the Department of Justice and FBI criminal records searches for all staff having contact with clients, and all other persons designated in California Health and Safety Code Section 1522(b); (2) submit for these same persons the Child Abuse Central Index Check for State Licensed Facilities (LIC 198 A); (3) ensure that these same persons complete a Criminal Record Statement (LIC 508); and (4) follow the requirements in California Health and Safety Code, Section 1522-1522.01 (Exhibit F) and as specified in Title 22, Division 6, Chapter 1, Article 3, Section 80019(a)(2).

CONTRACTOR shall notify the DCFS OHCM Division Chief or designee for DCFS children, or the Placement Oversight Probation Director or designee for Probation children, 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, other than a Placed Child, residing in the facility; (4) any person who provides a Placed Child assistance in dressing, grooming, bathing or personal hygiene; (5) if CONTRACTOR is a firm, partnership, association, or corporation, the Chief Executive Officer (CEO) of CONTRACTOR or other person serving in like capacity; and (6) additional officers of the governing body of CONTRACTOR, or other persons with a financial interest in CONTRACTOR, as determined necessary by CDSS by regulation. Such notice shall be given within one working day of the time such information becomes known to CONTRACTOR.

1.2 CONTRACTOR shall provide the childcare and supervision staff with sufficient expertise to supervise, protect, care for, and control the Placed Children individually and in groups at all times.

1.2.1 The child care and supervision staff and Placed Children (including the facility manager when s/he is supervising Placed Children) ratio shall be at least 1 to 5 when the children are present and awake and 1 (awake) to 10 when the children are asleep. If the children require special care and supervision because of age, problem behavior, or other factors, CONTRACTOR shall increase the number of on-duty child care staff to meet the needs of the children [Title 22, Division 6, Chapter 5, Section 84165.5(c)]. CONTRACTOR shall provide a qualified facility manager who shall be present at the CTF at any time when one or more children are present.

1.2.2 The CONTRACTOR's child care and supervision staff shall, unless granted a waiver by CCL, have at least:

1.2.2.1 two years of full-time residential child care experience and an associate of arts or science degree with a major or emphasis in a behavioral science with nine units in courses relating to children with behavioral problems which may be the result of abuse, neglect, or emotional trauma; or

1.2.2.2 two years of full-time work experience in a program serving persons with mental disabilities and be currently a State licensed psychiatric technician [(Title 22, Division 6, Chapter 5, Section 84165(d)].

1.2.3 The facility manager shall meet at least the minimum requirements specified in Title 22, Division 6, Chapter 5, Section 84165(c)(1), unless granted a waiver by CCL.

1.3 CONTRACTOR shall also provide:

1.3.1 an administrator that meets at least the minimum requirements specified in Title 22, Division 6, Chapter 5, Section, 84164(d);

1.3.2 a mental health program director, as defined in Section 1901 of the California Code of Regulations, Title 9, Division 1, Chapter 12, Section 1901 who has at least three years of post-graduate direct clinical experience with seriously emotionally disturbed children, at least one year of which shall be in a position of supervising direct care staff (Section 1920 of the California Code of Regulations, Title 9, Division 1, Section 1901, Chapter 12);

1.3.3 licensed mental health professional staff, as defined in Section 1901 of the California Code of Regulations, Title 9, Division 1, Section 1901, Chapter 12, to provide all of the Services specified in Title 22, Division 6, Chapter 5, Section 84165.1(b);

1.3.4 licensed nursing staff 24 hours per-day unless CONTRACTOR:

1.3.4.1 does not use mechanical restraints; and

1.3.4.2 only admits children who have been assessed at the point of admission, by a licensed primary care provider and a licensed psychiatrist, who have concluded with respect to each child that the child does not require medical Services that require 24-hour nursing coverage.

1.3.4.3 If licensed nursing staff is not required 24 hours a Day, CONTRACTOR shall have: (1) at least one full-time or full-time equivalent registered nurse onsite; (2) other medical or nursing staff on call who can respond within one hour; and (3) all direct care staff trained in first aid, cardiopulmonary resuscitation, and emergency intervention techniques and methods approved by CCLD [WIC, Section 4094(e) (1)].

1.4 CONTRACTOR shall schedule most of the social work and mental health professional staff to be present at the facility when the treatment team staff and the children are normally present and awake; and at least one facility manager must be present at the facility at all times that children are present.

1.5 CONTRACTOR's staff shall know the whereabouts of Placed Children who are off grounds and be able to identify who is responsible for supervision. Placed children may leave the facility unaccompanied for specific purposes if it has been pre-approved by the County Worker in the Needs and Services Plan/Quarterly Report and CONTRACTOR or designee agrees. For Probation youth, CONTRACTOR shall also have on file the written authorization of the Probation Regional Placement Director.

CONTRACTOR shall maintain a detailed sign-in/sign-out log for Placed Children who leave the facility for any reason other than regularly scheduled work, school, or group activities of CONTRACTOR. This log shall include the name of the child, his/her destination, the time he/she left the facility, the anticipated time of return, the name and telephone number of the person who is responsible to supervise the resident while he/she is away from the facility, and the staff member's signature who authorized the pass (unless the County Worker/DMH case manager has authorized unsupervised passes).

1.6 CONTRACTOR's mental health professional and social work staff shall provide a program of treatment Services for each Placed Child and his/her family as certified by DMH, as described in CONTRACTOR's Program Statement, and as agreed on with the County Worker/DMH case manager in the Needs and Services/ Case Plan. A summary of the CTF's mental health treatment program services are attached to the Contracts as Exhibit HH.

CONTRACTOR shall provide child care staff, mental health professional personnel, and social work personnel who are proficient in both speaking and writing the language of the Placed Children and family or provide equivalent bi-lingual resources.

1.7 CONTRACTOR may move a DCFS or DMH Placed Child from one program component to another within CONTRACTOR's agency or from a non-secure section of the facility to a secure section only after receiving prior authorization from either the Placed Child's County Worker, the County Worker's supervisor, or the County Worker's administrator, except as set forth in the SOW, Section 1.8. CONTRACTOR shall document the name of the approving DCFS worker/DMH case manager or administrator and place it in the Placed Child's record. For Probation youth, CONTRACTOR shall obtain an approval letter from the Placement Probation Director at (323) 730-4400 prior to any such move.

CONTRACTOR with programs consisting of both a CTF and a psychiatric component shall also inform the child's County Worker in writing within 24 hours of any move between program components. The written notification shall include (a)

the name of the program component the child was moved from/to and the (b) start/stop AFDC-FC budget dates for the CTF program component.

1.8 For DCFS/Probation, in the event of an emergency, CONTRACTOR may move a Placed Child without prior authorization from the County Worker. 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 CTF.

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

For Probation, in the event of an emergency, CONTRACTOR shall contact the Deputy Probation Officer (DPO) of Record, the Placement Administration Services Officer of the Day, and the Placement Director at (323) 730-4400 during normal working hours or (323) 226-8506 after working hours.

CONTRACTOR with programs consisting of both a CTF and a psychiatric component shall also inform the child's County Worker in writing within 24 hours of any move between program components. The written notification shall include (a) the name of the program component the child was moved from/to and the (b) start/stop AFDC-FC budget dates for the CTF program component.

For Chapter 26.5 of California Government Code (Sections 7570-7588) children, CONTRACTOR shall contact the assigned DMH case manager by the next working day at the latest.

1.9 CONTRACTOR shall maintain an environment, indoors and outdoors, that is clean and free from hazards.

1.10 CONTRACTOR shall provide safe, insured vehicles(s) to provide adequate transportation for Placed Children and abide by State and Federal law.

1.11 CONTRACTOR shall monitor and maintain records to verify that staff who transport the Placed Children: (1) have and maintain a valid driver's license with the California Department of Motor Vehicles (DMV); 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.

1.12 CONTRACTOR shall abide by the requirements of California Health and Safety Code Sections 1180-1180.6 regarding the use of seclusion and behavioral restraints (Exhibit V).

1.13 In addition to the reporting requirements in Title 9, Section 1912, and Title 22, Section 84161, CONTRACTOR shall report all special incidents, including runaways (AWOLs), to DCFS and Probation via the I-Track web-based system.

For Probation youths, CONTRACTOR shall also report special incidents by telephone and fax to the Central Placement Unit.

PERFORMANCE MEASURE SUMMARY
2.0 PERMANENCY

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

PROVIDER & PROGRAM:
Proposed Contract period from July 1, 2008 to June 30, 2009

PROGRAM TARGET GROUP: Children in Community Treatment Facility care

CONTRACTOR PROGRAM GOAL:

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

OUTCOME INDICATORS	CONTRACTOR PERFORMANCE TARGETS	METHOD OF DATA COLLECTION
Discharge planning meeting prior to discharge for children placed 30 Days or more.	100% of the children have a discharge planning meeting prior to discharge for children placed 30 Days or more.	CWS/CMS, child's case file, Needs and Services Plan/ Quarterly Reports, discharge summary, and all records pertinent to the child.
Discharge consistent with Needs and Services/Quarterly Reports and Case Plan.	62% of the Placed Children are discharged in accordance with the Needs and Services/Case Plan.	
Discharge consistent with permanency plan.	62% of the Placed Children are discharged in accordance with the permanency plan.	
Discharge to less restrictive environment.	At least 57% of the Placed Children, excluding probation violators, discharged to a less restrictive setting.	
Placement stability.	At least 80% of the children	

	maintain a stable placement and not be removed at the CTF provider's request without the COUNTY's agreement. Absent an emergency, this includes moving the child from the CTF to the psychiatric unit and vice versa.	
An appropriate aftercare mental health treatment plan that will meet the child's needs at the time of discharge.	100% of the children have an appropriate aftercare mental health treatment plan that will meet the child's needs at the time of discharge.	
Start planning with DMH for children who will need adult DMH placements within 30 Days after admission for any child over 17 years of age or approximately nine (9) months prior to discharge, whichever is the earlier date.	100% of case records for children who will need adult DMH placements document a start date for planning with DMH within 30 Days after admission for any child over 17 years of age or approximately nine (9) months prior to discharge, whichever is the earlier date.	
Stability of children in family, relative or foster placement 6 months after planned discharge, in accordance with the Needs and Services Plan/Quarterly Report.	%* of the Placed Children remaining in the family, relative, or foster placement 6 months after planned discharge, in accordance with the Needs and Services Plan/Quarterly Report . (% * to be determined based on data collected during first Contract year).	

2.0 REUNIFICATION/PERMANENCY

CONTRACTOR'S TASKS:

2.1 CONTRACTOR shall facilitate the implementation of any permanent placement plan determined by the COUNTY for a Placed Child under CONTRACTOR's care.

2.2 CONTRACTOR shall prepare and submit a signed, comprehensive, individualized Needs and Services Plan/ Quarterly Report to each Placed Child's COUNTY Worker by the 10th business day following the end of each quarter from the date the child was placed. The CONTRACTOR shall use for Probation Placed Children the Probation Quarterly Report Format in Exhibit W. Unless DCFS changes the format per Part II, Section 5.0, Changes and Amendments, the Quarterly Report for DCFS Placed Children shall provide the following, which includes the items identified on the Agency – Group Home Agreement, SOC 154 (12/93) (Exhibit A-VII), which is also applies to CTF:

2.2.1 Current status of the Placed Child's physical, social, educational, and psychological health needs, and Services provided to meet the Placed Child's physical, social, and psychological health (Include the date of each medical/dental appointment, medical problem, recommended treatment, follow-up, and medication the Placed Child received during the quarter. Include health and safety related Services provided to the Placed Child, specifying the dates of Service(s) for each occurrence.);

2.2.2 Reassessment of Placed Child's adjustment to the CTF, program, peers, and staff;

2.2.3 Reassessment of Placed Child's adjustment to school include: (1) a copy the Individualized Education Plan (IEP), when applicable; (2) a copy of the report card(s); (3) school attendance information/records; (4) academic and extra-curricular achievements; (5) academic credits; (6) strengths of the Placed Child (7) participation in school-related activities by Placed Child and CTF staff; (8) school behavior problems, school discipline and school suspensions; (9) other issues of concern related to school matters; (10) school officials' concerns about the Placed Child's health, academic abilities and social skills; and (11) the type of school in which the Placed Child is enrolled (i.e., public, private, non-public, on-grounds, community-based, etc.) and educational program provided;

2.2.4 Short-term objectives and long-range goals met and progress toward reaching unmet goals including tasks that have been performed to reach these objectives and goals: include the status of the permanency plan and, when applicable, the Transitional

Independent Living Plan (TILP) including homemaking skills, status of vocational training and/or job experience, artistic abilities, etc. Include the most recent copy of the updated Emancipation Preparation Contract for each Placed Child age 14 years and older;

2.2.5 Reassessment of unmet needs and efforts made to meet these needs;

2.2.6 Modification of treatment plan, tasks to be performed and the likelihood of family reunification;

2.2.7 Involvement of Placed Child and his/her parent in treatment program: Include dates and type of contact with COUNTY Worker during the quarter, including telephone calls; and other necessary information.

2.2.8 Consistent with WIC, Section 366.1(g), whether a Placed Child, who is ten (10) years of age or older, has relationships with individuals other than the Placed Child's siblings that are important to the Placed Child, consistent with the Placed Child's best interests, and actions which CONTRACTOR believes may be taken to maintain those relationships. As to any Placed Child who is younger than ten (10) years of age, CONTRACTOR shall provide the above information, as appropriate, to COUNTY Worker.

2.3 For all Placed Children CONTRACTOR shall document on CONTRACTOR's intake form the Placed Child's permanency plan as provided by the County Worker. CONTRACTOR shall work with the County Worker to ensure that a permanent plan of family reunification, adoption, relative guardianship or other legal guardianship is part of the Needs and Services/Case Plan.

2.4 CONTRACTOR shall provide a professional on-site treatment team that specifically defines how every adult having contact with the Placed Child will intervene to help the child overcome the problems and achieve the goals specified in the Needs and Services Plan/Quarterly Report. The purpose of the treatment team is to coordinate this plan so that each adult having contact with the child fully understands the plan, his/her part in it, and the nature of his/her intervention with the child.

The treatment team shall be led by the CTF's mental health professional(s) in charge of the Needs and Services Plan/Quarterly Report and include the appropriate mental health professional and social work staff, facility managers, child care and supervision staff, the child, the County Worker or DMH case manager and, when appropriate, the family members.

The treatment team shall: (1) develop a comprehensive Needs and Services Plan/Quarterly Report that will meet the needs of the Placed Child within 15 Days of placement. (2) determine and communicate the role of each person having contact with the Placed Child to enact the Needs and Services Plan/Quarterly

Report; (3) determine the Placed Child's progress or lack of progress, including in independent living skills and school, and adjust the Needs and Services Plan/Quarterly Report accordingly; (4) discuss and formulate the behavior management and intervention plans to which each Placed Child best responds; (5) determine the expected duration of each use of secure containment; and (6) review every 30 Days to determine the child's progress toward his/her discharge goals and readiness for transition to alternative placement settings or the child's need for continuing CTF Services.

2.5 CONTRACTOR's social worker, in collaboration with the treatment team and with either the CSW, the CSW's supervisor, the DPO, or the DMH case manager, whichever is appropriate, shall develop a comprehensive, individualized Needs and Services Plan/Quarterly Report within 15 Days of the date of initial placement that contains both long-term and short-term goals that treat the identified needs of the Placed Child and is specific, measurable, attainable, and time-limited.

CONTRACTOR shall use the "Provider Needs and Services Plan/Quarterly Report" electronic template for CCLD, DCFS, and Probation. If CONTRACTOR has not already received the template, call the Program Manager at (626) 569-6801 for an e-copy (a printed copy is attached for informational purposes only as Exhibit A-Va.).

The information provided by Probation on the PROB 1385, Probation Foster Care Case Plan, and by DCFS on the DCFS 709, Foster Child's Needs and Case Plan Summary, shall be included in the development of the Needs and Services Plan/Quarterly Report template (Exhibit A-V). The PROB 1385 and the DCFS 709 are not to serve as the Needs and Services Plan/Quarterly Report itself.

2.5.1 CONTRACTOR and the County Worker shall develop the visitation plan for the Placed Child's family and friends (as approved by the Case Plan), complying with the orders of the Juvenile Court. CONTRACTOR must allow visitation for the County Worker/DMH case manager, attorney, and CASA. The County Worker shall provide CONTRACTOR with copies of court orders regarding court-ordered visitation.

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

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

2.5.2 If the permanency plan is for family reunification, CONTRACTOR shall assist the COUNTY in reunification efforts by: (1) facilitating visits of the Placed Child with the family consistent with the orders of the court and the Needs and Services Plan/Quarterly Report; (2) offer and/or support other reunification Services such as family counseling; and (3) arranging the Placed Child's transportation and the monitoring of visits as needed.

2.5.3 CONTRACTOR shall facilitate a Placed Child's visitation with prospective foster or adoptive parents as requested by the COUNTY.

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

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

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

2.6 CONTRACTOR shall to the extent possible, in cooperation with the responsible school district and the County Worker, arrange transportation so that the Placed Child may continue to attend his/her school of origin for the remainder of the academic school year, provided that is what the person holding the right to make educational decisions for the Placed Child wants and that he/she is not in the secure section of the facility.

2.7 CONTRACTOR shall encourage the Placed Child to develop and maintain important relationships, provided that these relationships are in the child's best interests and are consistent with the Case Plan, and shall assist the County Worker to identify these individuals. CONTRACTOR is encouraged to 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 old or older, CONTRACTOR shall assist the County Worker to identify a caring adult that will help the child prepare for the transition from foster care to independent living [WIC, Section 16501.1(f) (15)].

PERFORMANCE MEASURE SUMMARY
3.0 WELL-BEING/EDUCATION

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

PROVIDER & PROGRAM:
Proposed Contract period from July 1, 2008 to June 30, 2009

PROGRAM TARGET GROUP: Children in CTF care

CONTRACTOR PROGRAM GOAL:

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

OUTCOME INDICATORS	CONTRACTOR PERFORMANCE TARGETS	METHOD OF DATA COLLECTION
Improved level of child's functioning.	At least 62% of the Placed Children successfully meet the Needs and Services Plan/ Quarterly Report goals prior to discharge.	CWS/CMS. Needs and Services Plan/Quarterly Reports
Placed children be enrolled in school within three (3) school days, attend school, and participate in supplemental education and extracurricular activities.	100% of school-aged children be enrolled in school within three (3) school days.	Child's case file, school attendance logs, and report cards.
Placed Children's educational performance and/or attendance will increase for those children who have been placed at the CTF over 90 days.	At least 83% of the Placed Children's educational performance and/or attendance will increase for those children who have been placed at the CTF over 90 days. Evidence of progress includes improved grades and/or improved test scores and/or promotion to the next level and/or high school graduation and/or progress	Discharge summaries.

	towards IEP goals. Attendance is based on previous school attendance records and/or the CTF's educational assessment at placement.	Needs and services Plan/Quarterly Report
Completion of individualized Needs and Services Plan/ Quarterly Report template within 15 Days of placement, and every 30 Days thereafter.	100% of the individualized Needs and Services Plan/ Quarterly Report completed within 15 Days and every 30 Days thereafter.	Transitional Independent Plan (TILP).
Children (ages 14 and older) participate in COUNTY approved youth development services equivalent to the County's Youth Development Services (YDS) Program.	100% of the Placed Children (ages 14 and older) receive COUNTY approved Youth Development Services (formerly known as emancipation services) equivalent to the County's YDS Program	
Maintenance of current health and education binders/information.	100% of the Placed Children have completed and current health/education binders/ information, as required by the WIC Section 16010, during the placement period.	

3.0 WELL-BEING

CONTRACTOR'S TASKS:

3.1 CONTRACTOR shall: (1) arrange for a visit to the proposed CTF site and/or interview the child at his/her current location prior to the child's placement whenever possible; (2) request information from the County Worker/DMH case manager in conformity with DCFS/Probation/DMH policy and confidentiality laws regarding the child's/children's needs, including copies of all court reports and social studies; (3) request from the County Worker/DMH case manager information regarding any known or suspected dangerous behavior of the child being placed; (4) discuss with both the County Worker/DMH case manager and referred child(ren), when age appropriate, the school programs, social work Services, and recreational activities that are available; (5) discuss the type of Services the child requires; and (6) provide the County Worker/ DMH case manager information relating to any child abuse/neglect referrals and/or allegations which have been made concerning the proposed CTF site/staff and describe action CONTRACTOR has taken in response to such referrals/allegations.

3.1.1 CONTRACTOR shall accept every child who meets the criteria of CONTRACTOR's program who are referred by the Interagency Placement Screening Committee as seriously emotionally disturbed unless it is determined that the child is not compatible for the particular vacancy available.

3.1.1.1 CONTRACTOR shall give County first consideration in filling all vacancies.

3.1.1.2 CONTRACTOR shall notify the County whenever a vacancy appears imminent.

3.1.1.3 CONTRACTOR shall not fill any vacancy without the approval of the DCFS' Medical Director's Office, DMH, and Probation Department.

3.1.1.4 If CONTRACTOR has given County first consideration and has been unable to fill its vacancies with appropriate and compatible DCFS clients, then CONTRACTOR may request approval from the County to fill vacancies with private or out-of-county clients.

3.1.1.5 CONTRACTOR shall have no more than three out-of-county residents at any time.

3.1.2 CONTRACTOR's mental health professional staff shall assess the program's ability to: (1) provide the required Services to meet the child's needs based upon the information received from the child's County

Worker/DMH case manager; and (2) facilitate family participation in treatment as appropriate based upon the information received from the child's County Worker/ DMH case manager.

If CONTRACTOR determines that a referred child does not meet CONTRACTOR's program criteria or is not compatible for the available vacancy, CONTRACTOR shall: (1) immediately notify the County Worker; and (2) provide a detailed written explanation which may be submitted by fax or e-mail from CONTRACTOR's designee to the DCFS OHCM Division Chief or designee or the Placement Oversight Probation Director or designee within one week.

3.1.3 CONTRACTOR shall provide to and discuss within 72 hours of intake with each newly Placed Child in an age-appropriate manner a comprehensive overview of CONTRACTOR's program and procedures. This includes the personal rights information in the WIC Section 16001.9 (Exhibit H).

CONTRACTOR shall discuss the circumstances in which some of these rights might be denied and the procedure for limiting the child's rights.

Such overview shall also include: (1) opportunities for achievement; (2) vocational and job training; (3) life-skills training; (4) recreation; (5) educational choices; (6) religious, spiritual, or ethical development in the Placed Child's faith or the faith of his/her parents' choice; (7) identification of Placed Child's CTF mental health professional and/or social worker; (8) Placed Child's clothing and weekly allowances; (9) house rules including disciplinary practices and grievance/complaint procedures; (10) school attendance requirements including school dress code and academic expectations; and (11) discharge procedures.

CONTRACTOR shall have the Placed Child or Placed Child's County Worker/DMH case manager sign an acknowledgement of completion of the orientation and the receipt of written copies of personal rights, Foster Youth Bill of Rights (Exhibit A-1), house rules, disciplinary practices, grievance/ complaint procedures, and discharge procedures.

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

For Probation the Health and Education Passport is a <u>blue binder</u> with health and education documents.

The County Worker will provide CONTRACTOR with all educational information and reports in their possession to be contained in the Placed Child's black or blue binder, or the equivalent, at the time of placement subject to confidentiality

law restrictions. This includes the educational information regarding: (1) the educational providers' names and addresses; (2) the Placed Child's grade level performance; (3) attendance; (4) school records; (5) where applicable, the Individual Educational Plan (IEP) and/or special educational services provided; and (6) any other relevant educational information. (For the health portion requirements of the binder, see the SOW, Section 3.4 below.)

The CSW shall provide the Health and Education Passport 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 Health and Education Passport is to be provided within 48 hours of placement. If the Health and Education Passport is not provided within the required timeframe, CONTRACTOR shall: (1) initiate the Health and Education Passport 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. If the Probation Health and Education Passport is not provided by Central Placement staff at the time of placement, CONTRACTOR shall follow the same procedure as for DCFS, but CONTRACTOR shall notify the Central Placement Resource Control Unit via e-mail. 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 CONTRACTOR by the COUNTY.

CONTRACTOR shall provide the updated binder to the County Worker at the time the Placed Child departs from CONTRACTOR's program or provide the binder within forty-eight (48) hours to the County Worker's office or to the County Worker if the County Worker is not present at the time of Placed Child's departure. CONTRACTOR shall update and be responsible for the binder information only during the course of the placement.

3.2.1 CONTRACTOR shall abide by WIC Section 1600(b) and Education Code Section 48850(a), also Education Code Section 48853.5(d)(2) and Section 48853.5(d)(4) regarding stable school placements, the person holding the right to make educational decisions, and the right of the placed child to continue his/her education in the school of origin for the duration of the academic year. (See Exhibit I-a for details.)

3.2.2 CONTRACTOR shall identify: (1) all public school programs that meet the educational needs of the target population in the school district in which the CTF site is located; and (2) non-public schools in the area that meet the needs of the Placed Children whose educational needs cannot be met by the public school programs.

3.2.3 CONTRACTOR shall identify a specific staff person(s) who is thoroughly familiar with the Placed Child's Needs and Services Plan/Quarterly Report to: (1) represent the Placed Child at parent meetings, IEP meetings, open houses, etc.; (2) work with the Placed Child's teachers and academic counselor to monitor educational progress, attendance,

development, educational level, behavior, assessment of strengths and weaknesses, and the overall academic achievement; (3) encourage and assist the Placed Child to participate in school activities; and (4) arrange appropriate transportation to and from school and after-school activities.

3.2.4 CONTRACTOR shall oversee the Placed Children's completion of homework through tutors, volunteers, or staff with the necessary skills to assist with homework. CONTRACTOR shall also engage the Placed Children 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.

3.2.5 CONTRACTOR shall arrange for tutoring a Placed Child whose basic skills are below grade level to the extent that these services are available, either from the school district or free services in the community, and are specified in the Needs and Services Plan/Quarterly Report. CONTRACTOR is not obligated to pay for items covered by public funds. CONTRACTOR shall provide sufficient computers in good operating condition.

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

3.2.7 CONTRACTOR shall allow educational counselors/staff from the Foster Youth Services Program (FYS) to interview a Placed Child and review the Health and Education Passport to do an educational assessment.[2]

3.3 CONTRACTOR shall participate with the County Worker in the development of a TILP for each Placed Child 14 years or older and should receive an updated, signed TILP for any Placed Child within six (6) months following his/her 16th birthday. CONTRACTOR shall have a copy of the TILP received from the County Worker on file. CONTRACTOR shall work in conjunction with the County Worker to implement the Placed Child's TILP as appropriate.

3.3.1 For all DCFS Placed Children ages 14 years and older, CONTRACTOR shall work cooperatively with the County Worker and the Placed Children to facilitate the County Worker's completion of the DCFS 5205 B (Revised 12-02), "Emancipation Preparation Goal Contract," every six (6) months. (See Exhibit A-XI of the Contract.)

[2] The Foster Youth Services is a collaboration of a number of private and public agencies including the Los Angeles County Office of Education, DCFS, Probation, DMH, and Department of Health Services to address the issues of every child living in a Community Treatment Facility. Questions about this program may be directed to Patricia Armani at (213) 351-5620 or 351-5789.

3.3.2 CONTRACTOR shall cooperate and facilitate participation by Placed Children ages 14 years and older in COUNTY approved youth development services equivalent to the County YDS Program.

3.3.3 CONTRACTOR shall develop an individualized plan for each Placed Child to provide the Placed Child the opportunity to learn basic living skills and shall facilitate participation by Placed Children, age 16 and older, in COUNTY approved youth development services equivalent to the County's YDS Program. CONTRACTOR shall assist the aging-out youth to establish connections in the community into which he/she will be going after placement to meet his/her counseling, educational, medical, spiritual, and transportation needs.

3.3.4 CONTRACTOR shall teach the Placed Child how to set short-term and long-term goals and objectives appropriate to the developmental level of the Placed Child. CONTRACTOR shall discuss possible short-term and long-term goals and objectives with the Placed Child as they relate to his/her Needs and Services Plan/Quarterly Report, career plans, strengths and interests, and educational possibilities. These discussions of life goals are to help prepare the Placed Child for aging out and adulthood, and, where the permanency plan is for family reunification, returns to his/her family.

3.4 CONTRACTOR shall maintain the health portion of the Placed Child's Health and Education Passport during the course of treatment by following the instructions included on the DCFS CHDP forms. 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 or blue binder, see the SOW, Section 3.2 above.)

3.4.1 CONTRACTOR shall arrange for the necessary medical, dental, and psychiatric needs of the Placed Child to be met in accordance with the Child Health Disability Prevention Program (Exhibit A-IX, Requirements for Medical/Dental Exams for Placed Children), the Medi-Cal program, and Title 22, Division 6, Chapter 1, Section 80075, and Chapter 5, Section 84075. CONTRACTOR shall, to the extent possible, utilize a Child Health Disability Prevention (CHDP) provider doctor/dentist, or one who does CHDP equivalent exams and performs the initial medical/dental assessment, care, and follow through.

If CONTRACTOR needs assistance in locating a CHDP provider Doctor/Dentist or one who does CHDP equivalent exam/services,

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 County Worker, (3) contact a DCFS Public Health Nurse, or (4) contact the DCFS Medical Director's Office at (213) 351-5614.

CONTRACTOR shall have plans for emergency medical and dental treatment of a Placed Child.

If a Placed Child does not have valid proof of Medi-Cal coverage, CONTRACTOR shall immediately contact the Foster Care Hotline (800-697-4444) and notify the County Worker.[3]

CONTRACTOR's licensed mental health professional staff shall complete the admissions assessment within five calendar days of admission as specified in Title 22, Division 6, Chapter 5, Section 84168.2(d)(1) and submit a copy to the County Worker/DMH case manager within 10 working days of the completion of the assessment.

To the extent reimbursed by Medi-Cal or private insurance or otherwise reimbursed by the COUNTY [or the parent(s) for a Chapter 26.5 child], 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 aging out.

3.4.2 CONTRACTOR shall administer all prescription and non-prescription medication in accordance with Title 22, Sections 80075, 84075 and 84175.1. CONTRACTOR shall record type, date, and time of all prescription and non-prescription medication administered to the Placed Child.

At the time of a child's replacement, CONTRACTOR shall give any medications and court authorizations for the administration of psychotropic drugs to the County Worker/DMH case manager.

3.4.3 CONTRACTOR shall arrange for Placed Children on psychotropic medication to have a psychiatric assessment, indicating the Placed Child's diagnosis, need for treatment, prognosis, and possible side effects of the medication. CONTRACTOR shall arrange for the Placed Child to receive

[3] Some Chapter 26.5 children are not eligible for Medi-Cal, and the parent(s) is responsible for the costs of: (1) obtaining pre-admission medical and dental exams; (2) medical and dental costs during placement; (3) obtaining pre-discharge medical and dental exams; and (4) any psychiatric hospitalizations during placement.]

monthly evaluations, including a written medical review, by the prescribing physician.

For each psychotropic medication prescribed to a Placed Child, CONTRACTOR shall monitor for each psychotropic medication that: (1) the prescribing physician submits a request and obtains court authorization; and (2) these requests and orders are renewed every six months (Exhibit X, Administration of Psychotropic Medicines to DCFS supervised children). Upon receipt from the County Worker or physician, CONTRACTOR shall maintain copies of the court authorizations in the Placed Child's case record. (For Chapter 26.5 children the parent(s) must sign the consent for all dental and medical care including any psychotropic medication.)

CONTRACTOR shall incorporate into the treatment plan all psychotropic medication(s) the Placed Child receives.

3.4.4 CONTRACTOR shall provide locked storage for all case records, including, but not limited to: (1) Needs and Service Plans/updates; (2) quarterly and termination reports; and (3) medical/medication, psychological, psychiatric, social/ family history, educational, and treatment records. (See Exhibits A-XIIIa, A-XIIIb, and A-XIIIc)

3.5 CONTRACTOR shall have an emergency intervention plan for a Placed Child that incorporates all of the requirements of Title 22, Divisions 6, Chapter 5, Subchapter 1, Section 84175.2, regarding restraint and seclusion; and CONTRACTOR shall comply with all requirements in Section 84175.2. including the involvement of:

3.5.1 a physician, licensed psychologist, or registered nurse;

3.5.2 on-site authorized mental health professional staff; and

3.5.3 on-site nursing staff.

All child care and supervision staff authorized mental health professional staff, and nursing staff shall be trained in the procedures to activate this emergency intervention plan. If, after all relevant procedures of the emergency intervention plan have been exhausted, the Placed Child needs an emergency psychiatric assessment for possible emergency psychiatric hospitalization, CONTRACTOR shall contact DMH Access (1-800-854-7771).

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

CONTRACTOR shall immediately notify the Placed Child's County Worker if CONTRACTOR opposes readmission of the Placed Child.

CONTRACTOR shall be included in all COUNTY staffing regarding Placed Children in psychiatric hospitals, according to Departmental procedures.

3.6 CONTRACTOR shall ensure no Placed Child misses going to school or medical appointments for reasons that CONTRACTOR's lack of providing or arranging transportation. CONTRACTOR shall arrange transportation to activities as agreed to by CONTRACTOR in the Needs and Services Plan/Quarterly Report. These activities may include school, youth development activities, 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, County Workers, etc. CONTRACTOR shall provide transportation and transportation expenses as outlined in CONTRACTOR's Program Statement. CONTRACTOR shall also transport Probation youth to all court appearances.

3.7 CONTRACTOR shall make all reasonable efforts to stabilize a child's placement and to determine with the County Worker whether any additional Services may be provided to the child without resorting to replacement.

Prior to discharging a Placed Child, CONTRACTOR shall, for DCFS Children, provide the DCFS Regional Administrator, DCFS Resource Utilization Management (RUM) Section Program Manager, and the Placed Child's worker's supervisor a Notice of Intent to Discharge that documents efforts to stabilize the placement, including police calls and mental health services, in advance of any anticipated replacement. The Notice of Intent to Discharge for a DCFS Child may be provided by way of e-mail or fax. Prior to discharging a Probation Placed Child, CONTRACTOR shall submit a "7 Day Notice of Intent to Discharge" via the i-TRACK system to the Placement Administrative Services Officer of the Day, Placement Director, and DPO of Record that documents efforts to stabilize the placement, including police calls and mental health services. When CONTRACTOR notifies the COUNTY of issues potentially affecting the stability of a child's continued placement in CONTRACTOR's program, COUNTY and CONTRACTOR shall conduct a case conference to determine whether the child's placement may be stabilized and/or additional Services may be provided without removing the child from CONTRACTOR's program. CONTRACTOR shall provide Notice of Intent to Discharge no less than 30 days prior to the anticipated discharge date.

To replace a Chapter 26.5 child, DMH and the local education agency responsible for the child must first convene an IEP meeting with the parent(s) to discuss alternative placement options.

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

CONTRACTOR shall provide opportunity for and encourage, as appropriate, activities in accordance with the Needs and Services Plan/Quarterly Report including: (1) group interaction activities, both at the CTF site and in the community; (2) physical activities such as games, sports, and exercise, both at the CTF site and in the community; (3) individual and family-oriented leisure time activities; (4) educational activities such as assistance with homework; (5) daily living skills activities such as bathing, dressing, grooming, manners, shopping, cooking, money management, and use of public transportation, and (6) must provide planned social/recreational activities for Placed Children such as going to a movie, eating out, skating, etc. For Probation youth CONTRACTOR shall obtain approval from the Regional Placement Director for any off-grounds activities.

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

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

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

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

3.12 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; and (3) Placed Children are not to drink any alcoholic beverages under any circumstances.

3.13 CONTRACTOR shall 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 available unless specified otherwise in the Needs and Services Plan/Quarterly Report. CONTRACTOR shall provide for the special dietary needs of the Placed Child including, but not limited to, vegetarian diets, religious diets, or diets based on health needs as identified in the Needs and Services Plan/Quarterly Report. CONTRACTOR shall inform the County Worker when special dietary needs arise due to medical problems/conditions.

CONTRACTOR shall comply with Title 22, Section 80076, for food storage, food preparation, and sanitation procedures to prevent transmission of infectious illnesses. CONTRACTOR shall not serve frozen milk for drinking.

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

3.14.1 CONTRACTOR shall provide each Placed Child the amount of clothing listed in the Clothing Standard within the timeframes stated in the DCFS 2281 Clothing Standard (Exhibit A-VI).

CONTRACTOR shall provide a regular monthly clothing allocation starting not more than 30 days following the date of placement in the amount of at least $50 from the AFDC-FC payment to be spent on clothing.[4] Donated clothing may supplement but not supplant the $50.

After reaching the Clothing Standard, the $50 may be spent on clothing and/or accessories.

After reaching the Clothing Standard, the Placed Child may decide to carry over any accrued amount of clothing allowance for use in the following months. Any amount not spent must be deposited in the Placed Child account and shall accompany the child when the child's placement is terminated.

3.14.2 CONTRACTOR shall plan with the Placed Child and arrange for the purchase (as appropriate) of school uniforms, sports clothing, sports equipment, special-occasion clothing, and other necessary items for dances, proms, and graduation.

3.14.3 CONTRACTOR shall provide each Placed Child with clothing without requiring the Placed Child to purchase clothing with his/her own non-clothing funds. Notwithstanding the limitations of the SOW, Sections 3.14.2, 3.14.3, and 3.19, if an expensive item(s) is desired that is not

[4] The parent(s) is responsible for the clothing supply and clothing maintenance for a Chapter 26.5 child.

within CONTRACTOR's budget for sufficient clothing, the Placed Child may purchase the desired item(s) with his /her own non-clothing funds.

3.14.4 Clothing shall fit according to industry size charts and shall in no situation be too small or more than two sizes larger than actual measurements indicate. The clothing shall also be clean, in good condition, and appropriate for the intended use and season, including the school dress code. In no event shall CONTRACTOR provide used/second hand underwear or shoes. CONTRACTOR may use donations of new clothing to achieve the Clothing Standard. The Placed Child shall be involved in the selection of clothing based on the developmental level of the child. The clothing is the property of the Placed Child and shall be retained by the Placed Child or his/her representative upon termination of placement. CONTRACTOR shall provide for laundry, dry cleaning, and mending of clothing. CONTRACTOR may label a Placed Child's clothing for identification purposes.

3.14.5 CONTRACTOR shall provide for the storage and security of each Placed Child's clothing during the entire term of placement. CONTRACTOR shall document all losses as part of the clothing inventory, including a brief description of the circumstances involved. Repeated instances of clothing loss shall be reported to the County Worker.

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

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

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

For a Chapter 26.5 child, after 14 days CONTRACTOR shall contact and inform the parent that the clothing will be mailed to him or her at the parent's expense unless an alternate plan is agreed upon.

3.15 CONTRACTOR shall: (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.

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

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

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

3.17 CONTRACTOR shall provide a base allowance appropriate to age and reasonably commensurate with peer group standards. The base amount shall not be less than the following amounts: $3 (5-8 years); $5 (9-13 years); and $7 (14-17 years) per week, starting with the first full week of placement. Allowances may be increased beyond the base amount according to a point/levels/rewards behavior management system (see SOW, Section 3.19).

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

3.17.2 CONTRACTOR shall maintain a log indicating the date, the amount of allowance the Placed Child received, and the Placed Child's signature (when age-appropriate) upon receipt of the allowance.

3.17.3 CONTRACTOR shall provide the method of securing the Placed Child's income and monitoring the Placed Child's use of funds, including the establishment of a bank account where appropriate. CONTRACTOR shall encourage Placed Children age fourteen (14) and older to save their earnings for aging out.

3.17.4 The Placed Child's allowance, earnings, or other income may be applied toward special clothing items, tools, and other personal property above the basic Services to be provided by CONTRACTOR herein. Beyond supervision of spending for appropriateness, age, safety, and health, CONTRACTOR shall permit the Placed Child to spend his/her allowance, earnings, and other income in accordance with the Needs and Services Plan/Quarterly Report and as the Placed Child desires.

3.18 CONTRACTOR may apply monetary consequences to the portion of the Placed Child's allowance that exceeds the base allowance as defined in Section 3.17 above in accordance with the Foster Youth Bill of Rights (Exhibit A-I). YDS Program incentive money is considered "income" to the Placed Child and shall not be withheld from the Placed Child by CONTRACTOR.

CONTRACTOR shall maintain an account of monetary fines collected.

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

3.19 CONTRACTOR shall not require a Placed Child to use his/her allowance or earnings to purchase items CONTRACTOR is responsible to provide. These items include: (1) clothing; (2) personal care/hygiene items; (3) activities [See the SOW, Section 3.8, above.]; (4) diapers, baby clothes, babysitter, etc., for child(ren) placed with a minor parent if CONTRACTOR receives infant supplement money; (5) school supplies; and (6) meals.

CONTRACTOR shall not substitute monetary allowances with non-monetary items such as clothing, food, and other items that CONTRACTOR is responsible for providing.

3.20 CONTRACTOR shall encourage and assist each Placed Child in creating and updating a Life Book/photo album of items that relate to childhood memories. CONTRACTOR shall ensure that the Life Book accompanies the child at the time of replacement.

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
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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
PREGNANCY	19
MONEY	20
RELIGION	22
DRIVING	23
EMANCIPATION	26
COMPLAINTS	29
RIGHTS AND RESPONSIBILITIES	30
KNOW YOUR RIGHTS	30
YOUR GROUP OR FOSTER HOME'S RESPONSIBILITIES	31
YOUR SOCIAL WORKER OR PROBATION OFFICER'S RESPONSIBILITIES	31
DEFINITION INDEX	32
USEFUL RESOURCES	33

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]

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OUT-OF-HOME CARE

What is out-of-home care?

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

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

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

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

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

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

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

What is a "case plan"?

Your case 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 Social Service Agency must complete a case plan within 30 days of your removal from home.[4] It must take into account your best interests and special needs.[5] See the box on the next page for what must be in the case plan.[6]

The case plan must include your health and medical records.[7] It should be updated whenever your placement 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. You have a right to receive a copy of this plan.[10] See the section called ***Independent Living*** for more details.

Can I see my case plan?

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

ROLE OF THE COURTS

What is a juvenile court?

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

What is a juvenile court petition?

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

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

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

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

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

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

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

What kinds of hearings are there?

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

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

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

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

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

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

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

The court reviews your case at a *dependency status review*,[20] at least every six months. The court will look at reports and decide whether the reasons you got into foster

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

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

.• *Schedule a second and final permanency planning hearing in about six months*.[25] The judge will do this only if it's possible that you may be able to return to your parents in the next six months. At that hearing, the judge will send you home or select one of the following options.

- *Adoption.*[26] See the section on ***Adoption***.

- *Legal guardianship.*[27] The judge will look at this option only if adoption is not an available option.[28] See the section of this booklet called ***Guardianship***.

- *Long-term out-of-home care*.[29] The judge will look at this option only if all the other options are not possible.

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

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

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

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

"BEST" PLACEMENT

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

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

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

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

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

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

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

How do I find out about these hearings?

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

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

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

How do I get an attorney?

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

What is the attorney supposed to do?

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

Who else can attend these hearings?

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

What is a "social study"?

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

EXHIBIT A-II

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

DEPARTMENT OF SOCIAL SERVICES	YOU	THE COURT
DSS 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 DSS 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	If so, the court conducts a disposition hearing to decide your permanent and temporary placements
DSS prepares a social report for each hearing to help the court make a decision in your best interests		The court (or DSS) 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 in the group home. Services are provided to you in a group setting, though group homes should be as family-like as possible. *Kinship care* is a home with relatives other than your parents. The court will try and place you with a family member when possible.

What is "custody"?

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

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

How does the social service agency get legal custody?

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

- voluntary placement[40]
- court placement[41]

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

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

Who makes the decision where I will go to live?

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

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

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

GUARDIANSHIP

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

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

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

What is a guardianship?

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

When does the guardianship end?

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

ADOPTION

What is adoption?

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

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

What is required for adoption?

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

What is adoption assistance?

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

INDEPENDENT LIVING

What is an Independent Living Skills Program or ILSP?

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

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

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

Who is eligible for these Independent Living Programs?

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

What is transitional housing?

It is a type of placement that's available to youth 16 to18 years old who are in Independent Living Programs.[59] So far, it's available in only a few counties in California, but should be available to more youth soon. There are three different kinds of transitional housing. You can:

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

VISITATION

How often should my social worker be visiting?

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

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

Yes. You have a right to visit with your parents[62] and grandparents[63] unless there is some reason why it is not in your best interests. Your case plan spells out a visitation plan for visits that may include parents,[64] grandparents, siblings,[65] and other important family members. The judge can order visitation for anyone having an interest in your welfare.

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

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

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

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

CONFIDENTIALITY AND YOUR RECORDS

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

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

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

Can I look at my school records?

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

Can I look at my other records?

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

Can I get my juvenile court record sealed?

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

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

or

- after you turn 18,

but,

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

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

How do I get my juvenile court records sealed?

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

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

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

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

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

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

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

Will the records ever be destroyed?

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

EXHIBIT A-II

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 $6.00.

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

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

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

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

PREGNANCY

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

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

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

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

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

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

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

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

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

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

MONEY

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

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

When can I get a job?

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

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

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

Is there a limit on how much I can save?

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

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

What is an emancipation account?

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

How do I set up an emancipation account?

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

RELIGION

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

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

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

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

DRIVING

When can I get a driver's license?

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

What are the requirements of a provisional license?

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

How can I get a driver's license?

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

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

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

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

How do I get auto insurance?

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

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

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

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

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

If your PO or social worker signs.

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

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

EMANCIPATION

What does "emancipation" mean?

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

How can I get emancipated?

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

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

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

LEGAL EMANCIPATION

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

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

Do I qualify for emancipation by a judge?

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

How can I get a judge to declare me emancipated?

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

Is emancipation my best option?

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

What changes when I get emancipated before 18?

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

What are the disadvantages to emancipation?

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

What *doesn't* change after emancipation?

Even after you're emancipated, you'll still be treated as a minor in some ways. Emancipation won't let you drive before the age of 16.[91] At 16, you can get a driver's license without an adult taking financial responsibility for you if you have proof of insurance.[92] It also doesn't change the rules about statutory rape. Until you turn 18, you'll still need parental or court permission to get married.[93] You still won't be able to drink[94] or smoke.[95] You also won't be able to vote.[96]

COMPLAINTS

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

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

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

KNOW YOUR RIGHTS

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

You have the right to:

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

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

YOUR GROUP HOME OR FOSTER HOME'S RESPONSIBILITIES

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

YOUR SOCIAL WORKER OR PROBATION OFFICER'S RESPONSIBILITIES

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

DEFINITION INDEX

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

Adoption	13
Case Plan	2
Consent	13, 16
Court Placement	10
Delinquent	4
Dependent (of the Court)	4
Dependency Status Review	5
Emancipation	26
Emancipation Account	20
Foster Care	*2*
Foster Home	10
Foster Parent	12
Group Home	10
Independent Living Skills Program	14
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
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)

ENDNOTES

1. The following abbreviations refer to California law:

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

2. WIC 16000

3. WIC 16501(a); 16501.1(a), (b)

4. WIC 16501(a); 16501.1(d)

5. WIC 16501.1(c); DSSM 31-205

6. WIC 16501.1(f); DSSM 31-206

7. WIC 16010(a); DSSM 31-206

8. WIC 16010(c)

9. WIC 16501.1(d)

10. DSSM 31-525.13

11. WIC 16501.1(f)(12); 16001.9(a)(19); DSSM 31-040

12. WIC 300

13. WIC 601

14. WIC 602 (amended by Proposition 21)

15. WIC 315-16; 319

16. **WIC 334**

17. **WIC 355; 356**

18. **WIC 358; CR 1451**

19. **WIC 358(b); 358.1**

20. **WIC 364, 366**

21. **WIC 366.21**

22. **WIC 399**

23. **WIC 366.21(b)**

24. **WIC 366.21(f)**

25. **WIC 366.21(g)(1)**

26. **WIC 366.21(g); 366.26(b)(1),(2)**

27. **WIC 366.21(g)(3); 366.26(b)(3)**

28. **The court can consider guardianship only if the court finds that one of the following situations exist: (1) the child lives in a residential treatment facility; adoption is unlikely, and continuation of parental rights will not prevent finding the child a permanent family placement once the child leaves the facility; (2) the parents have maintained regular visitation and contact with the child and the child would benefit from a continuing relationship with the parents; (3) the child is at least 12 years old and the child objects to termination of parental rights; (4) exceptional circumstances prevent the child's current caretakers from adopting and the removal of the child would be seriously detrimental to the emotional well being of the child; or (5) at each and every hearing at which the court was required to consider reasonable efforts or services, the court found reasonable efforts at family reunification were not made or reasonable services were not offered or provided to parents.**

29. **WIC 366.21(g)(2)**

30. **WIC 399; 16001.9(a)(17)**

31. **WIC 399; 16001.9(a)(17)**

32. **WIC 353.1, 388**

33. **WIC 335; 336; 366.21(a), (b); 366.23 (a)**

34. **WIC 349**

35. WIC 317(c)

36. WIC 317(d),(e)

37. *Charles S. v. Superior Court*, 168 Cal.App.3d 151, 156; 214 Cal.Rptr. 47, 50 (1985).

38. These non-relative caretakers of dependents have standing as "de facto parents" under California Rules of Court 1412(e). *In re B.G.*, 11 Cal.3d 679, 114 Cal.Rptr. 444, 454 (1974); *In re Joshuia S.*, 205 Cal.App.3d 119, 122; 252 Cal.Rptr. 106, 107 (1988). Foster parents can participate in proceedings under *In re Kristen B.*, 187 Cal.App.3d 596, 608; 232 Cal.Rptr. 36, 43 (1986).

39. WIC 366.21(c)

40. WIC 16507.4

41. WIC 300, 319(e), 361.2(e)

42. WIC 361.2; DSSM 31-405

43. CCR 84072.2; WIC 16001.9(a)(8)

44. CCR 87072(a)(4)

45. WIC 366.21(g), 366.26(b)(3). For children who are not dependents in the juvenile court, guardianship proceedings are governed by Probate Code §1500 et. seq. and are handled in the family or probate division of the Superior Court.

46. WIC 388, CR 1466(c)

47. PrC 1600(b); FC 7002(a)

48. WIC 366.21(g),(i); 366.26(b)

49. FC 8616

50. FC 8604; 8605; 8606

51. FC 8602

52. FC 8612

53. WIC 16115, *et seq.*

54. WIC 16120(a)(1)

55. WIC 16120.1

56. WIC 16121

57. DSSM 31-002(i); 31-525.1; WIC 16001.9(a)(16)

58. DSSM 31-525.1; WIC 16001.9(a)(14)

59. WIC 16522

60. DSSM 31-320.2; 31-320.3; 31-320.4

61. DSSM 31-320.414

62. WIC 362.1(a); DSSM 31-340.2; WIC 16001.9(a)(6)

63. WIC 16507(a); DSSM 31-345; WIC 16001.9(a)(6)

64. WIC 16501.1(f)(5)

65. WIC 16501.1(f)(8)

66. WIC 16002(b); 16001.9(a)(7)

67. WIC 16002(b); 16501.1(f)(8); 16501.1(g)

68. WIC 10850(a); 22 CCR 84070; CR 1423(a),(b); WIC 16001.9(a)(21)

69. EC 49076(a)(6)

70. WIC 827(c), CR 1423; WIC 16001.9(a)(19)

71. CCR 80070(d)(1)

72. WIC 389, 781(a)

73. WIC 781(a)

74. WIC 389(a), 781(a) (amended by Proposition 21)

75. WIC 16146

76. 22 CCR 84077 (2)

77. 22 CCR 84072(b)(8), 89372(c)(18)(E)

78. WIC 11008.15; 16001.9(a)(14); DSSM 31-525

79. WIC 11155.5(a); 11401; 16001.9(11)

80. 22 CCR 80072(a)(5), 89372(c)(17); WIC 16001.9(a)(10)

81. 22 CCR 89173(c); DSSM 31-420.12

82. VC 12509

83. VC 12814.6

84. VC 12814.6

85. VC 17701

86. FC 700277

87. FC 7120, 7122

88. FC 7050(e)(17)

89. The obligation covers an 18-year-old unmarried child who is in high school and extends until the child completes the 12th grade or turns 19 years old, whichever happens first. FC 3900, 3901

90. FC 7050(c)

91. VC 12509; 12814.6(a)(3)

92. VC 177075

93. FC 302

94. BPC 25658

95. PeC 308

96. United States Constitution, Amendment XXVI

97. WIC 16164

98. WIC 16164; 16165; WIC 16001.9(a)(8)

99. 22 CCR 84072.2; 87072; DSSM 31-002(g)(1); DSSM 31-020; WIC 16001.9(a)(8)

100. 22 CCR 84072.2; 87072(a)(4)

COMMUNITY TREATMENT FACILITY
PROGRAM STATEMENT INSTRUCTIONS

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.

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

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

LOS ANGELES COUNTY PROBATION DEPARTMENT
FOSTER CARE CASE PLAN

Date Completed _____

Minor's Name: _____ PDJ# _____

Date of Birth: _____ Place of Birth: _____ School Grade _____

SS# _____ Medical # _____

Parents/Guardian

Parent Name:	Address	Relationship
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

Siblings

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

Date of Suitable Placement Order: _____

Date of Placement: _____

Minor's Current Placement: _____

Placement Address: _____

Case Plan Dates: From: _____ To: _____

☐ Reassessment ☐ Updated Case Plan

CASE PLAN GOAL

☐ Family Reunification

☐ Permanency Planning
- ☐ Long term Foster Care
- ☐ Legal Guardianship
- ☐ Adoption

Services and Steps to Be Taken to Implement the Permanency Alternative Should Reunification Fail:

- ☐ Probation Officer to Consider Sanctions for Any Violations of Court Order
- ☐ Probation Officer Will Review Minor's Progress in Completing Case Plan Objectives During Placement Facility Visits and Via Phone Contacts
- ☐ Emancipation Program
- ☐ Adoption Assessment & Planning
- ☐ Other.

PROB 1385 (Rev. 07-03)

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

_____
_____
_____
_____

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

☐ Family Therapy	☐ Special Education Assessment - IEP	☐ Independent Living Skills
☐ Individual Therapy	☐ Anger Management	☐ Mental Health Issues
☐ Group Therapy	☐ Sex-Offender Treatment	☐ Emancipation
☐ Substance Abuse	☐ Runaway Risk	☐ On-Grounds School

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

_____
_____
_____
_____

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

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

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

_____
_____
_____
_____

☐ Relative to Be Assessed for Possible Subsequent Placement:
Name: _____
Relationship: _____
Address: _____
Phone: _____

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

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

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

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

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

e) Between DPO and Caregiver ☐ Monthly ☐ Other

☐ Substantial Distance from the Parent or Out-of-County Placement (Reason):
- ☐ Meets the Needs of Minor/Special Program Needs
- ☐ Local Placement Not Available
- ☐ Program Provides _____ Counseling.

☐ Out-of-State Placement-Reason (Complete only when court orders out-of-state placement.)
(Minor must be referred to the MDT for assessment and screening prior to out-of-state placement. It must also be authorized and approved by ICPC before out-of-state placement can be made.):
- ☐ Meets the Needs of Minor/Special Program Needs
- ☐ MDT Recommends
- ☐ Local Placement Not Available
- ☐ Court Ordered
- ☐ Program Provides _____ Counseling
- ☐ ICPC 100A Approved by Receiving State.

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

☐ Community Treatment Facility Placement:
- ☐ Meets the Needs of Minor/Special Program Needs
- ☐ MDT Recommends
- ☐ Court Ordered
- ☐ Program Provides _____ Counseling.

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

Problem #1: _____
_____
Objectives/Activities: _____
_____
Services to Be Provided: _____
_____
Minor's Responsibilities: _____
_____
Parents' Responsibilities: _____
_____
Care Provider Responsibilities: _____
_____

Probation Officer's Responsibilities: _____

_____

Projected Date of Completion of Objective: _____

_____

Problem #2: _____

_____

Objectives/Activities: _____

_____

Services to Be Provided: _____

_____

Minor's Responsibilities: _____

_____

Parents' Responsibilities: _____

_____

Care Provider Responsibilities: _____

_____

Probation Officer's Responsibilities: _____

_____

Projected Date of Completion of Objective: _____

_____

Problem #3: _____

_____

Objectives/Activities: _____

_____

Services to Be Provided: _____

_____

Minor's Responsibilities: _____

_____

Parents' Responsibilities: _____

_____

Care Provider Responsibilities: _____

_____

Probation Officer's Responsibilities: _____

_____

Projected Date of Completion of Objective: _____

_____

Problem #4: _____

_____

Objectives/Activities: _____

_____

Services to Be Provided: _____

_____

Minor's Responsibilities: _____

_____

Parents' Responsibilities: _____

_____

Care Provider Responsibilities: _____

Probation Officer's Responsibilities: _____

Projected Date of Completion of Objective: _____

8. Health Information and Physical Assessment:

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

List all current medications: _____

9. Mental Health Assessment and Information:

Psychological Evaluation Completed? ☐ No ☐ Yes Date: _____

MINOR'S MEDICAL/DENTAL PLAN	
Doctor/Clinic and Address: _____	Dentist and Address: _____
Last Physical Exam: _____ Problems: _____	Last Physical Exam: _____ Problems: _____
Next Appointment: _____	Next Appointment:_____
The minor will have a medical examination 30 days within placement. _____	The minor will have a medical examination 30 days within placement. _____
☐ Immunization Record Attached ☐ Immunization Record Located in the Placement File	

10. Education Status and Background:

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

Current School and Address: _____

Grade: _____

Grade Level Performance: _____

IEP Attached: ☐ Yes ☐ No ☐ N/A
Special Education: ☐ Yes ☐ No
Educational Assessment Needed? ☐ Yes ☐ No
School Records Attached: ☐ Yes ☐ No
Required school records not in the case plan can be located in the placement file.
Court Has Ordered That the Right of the Parent to Make Educational Decisions Be Limited: ☐ Yes ☐ No

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

_____

12. Family Treatment Goals:

Describe case goal for reunification or legal permanency planning: _____

_____

How will families participate in minor's treatment? _____

_____

What services will be used for reunification? _____

_____

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

☐ A. The Parent or Legal Guardians Have Maintained Regular Visitation and Contact with the Minor and the Minor Would Benefit from Continuing the Relationship.

☐ B. The Plan is for the Minor to Return to His or Her Own Home.

☐ C. The Child is 12 Years or Older and Objects to Termination of Parental Rights.

☐ D. Minor is Placed in Residential Treatment Facility, Adoption is Unlikely or Undesirable, Continuation of Parental Rights Will Not Prevent Finding the Minor a Permanent Family Placement if the Parents Cannot Resume Custody When Residential Care is no Longer Needed.

14. Independent Living Services and Planning:

Is Minor Age 16 Years and Over? ☐Yes ☐ No
If Yes, is a Copy of the Transitional Independent Living Plan Attached? ☐ Yes ☐ No
If No, explain: _____
_____
Give date of last review of minor's emancipation contract: _____

15. Updated Case Plans Only Evaluate Progress:

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

16. (A) Projected Date the Minor Will be Returned to the Parent: _____
(B) Projected Date of Completion of Probation Services: _____
(C) Projected Date of Completion of Case Plan Objectives: _____
(D) Date Parents Advised of Adoption Counseling or Services: _____

SIGNATURES:

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

_____ _____
Minor's Signature Date

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

_____ _____
Parent/ Guardian Signature Date

☐ No Parent Available.
Reason: _____ Date: _____

☐ Parent Reviewed/Declined to Sign.
Reason: _____ Date: _____

☐ Parent Refused to Participate in Case Plan/Declined to Sign.
Reason: _____ Date: _____

Case plan mailed to parent on (Date): _____

_____ _____
Deputy Probation Officer Date

_____ _____
Supervising Deputy Probation Officer Date

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

_____ _____
Caregiver/Provider Signature Date

PROB 1385 (Rev. 07-03

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 _____ ☐ Updated NSP from: to
Date Agency Received Probation 1385 or DCFS 709: _____

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) Date
Name

_____ _____ ☐
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....

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).

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

EXHIBIT A-VII

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 planing or this child.
6. Contact this child in the group home at least once a month. If case plan would indicate less frequent contact, the group home will be informed.
7. Inform group home if child has any tendencies toward dangerous behavior.
8. Provide a Medi-Cal card or other medical coverage at the time of placement.
9. Provide authorization for medical treatment, signed by this child's parents or legal guardian.
10. Provide a clothing allowance as permitted to meet initial clothing needs
11. Provide assistance with emergencies. Telephone number for after-hours or weekends is :

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

cc: to group home, child's(ren's) social service record

SOC 154 (6/00) Required Form – No Substitute Permitted

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 COMMUNITY TREATMENT FACILITY

SPECIAL INCIDENT REPORTING GUIDE FOR COMMUNITY FACILITY TREATMENT

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

The provider shall maintain a copy of all reports as required in Sections 1 through 8 of this guide in the child's file in the facility. The provider shall also summarize the information in the child's quarterly reports to the county placement worker.

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

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

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 3
2. INJURY OR ACCIDENT 3
3. SERIOUS INJURY, ILLNESS OR ACCIDENT 3
4. DEATH 3
5. UNAUTHORIZED ABSENCE (AWOL) 4
6. CHILD ABUSE 4
7. SIGNIFICANT CHANGES IN GROUP HOMES 5
8. SIGNIFICANT INCIDENTS WHICH INVOLVE THE COMMUNITY OR PHYSICAL PLANTS AND MAY HAVE SERIOUS IMPACT ON THE RESIDENTS, e.g. EPIDEMICS, POISONING, CATATROPHES, FLOODS, EXPLOSIONS, EARTHQUAKE DAMAGE, ANY FIRES, OR ANY OTHER POTENTIALLY DANGEROUS ENVIRONMENT. 6

1. BEHAVIOR INCIDENTS

(Any incidents that threaten the physical health, emotional health, or continued safety of any child, e.g. substance abuse, physical violence, physical restraints, seclusion, suicide attempts, sexually related incidents, school incidents, which may result in injury, death, unconsciousness or other medical condition, police contacts, and disruptive behavior by parents or other visitor.)

- **"OHCMDM"** in the tables below means the Los Angeles County DCFS Out-of-Home Management Division Monitor.
- **"DMH"** in the tables below means the Los Angeles County DCFS Department of Mental Health.

HOW	TO WHOM	WHEN
Fax only if I-Track is down except for DMH children.	Phone admitting parent(s)/conservator (DMH children only)	Immediately or the next workday
	County Placement Worker (DCFS)	Immediately or the next workday
	OHCMDM/Probation Monitors	Immediately or the next workday
	Community Care Licensing (CCL)	Immediately or the next workday
Written	File copy in clinical file (DMH children only)	Immediately or the next workday

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

HOW	TO WHOM	WHEN
Fax only if I-Track is down except for DMH children.	Phone admitting parent(s)/conservator (DMH children only)	Immediately or the next workday
	OHCMDM/Probation Monitors	Immediately or the next workday
	Community Care Licensing	Immediately or the next workday
Written	Copy in clinical file (DMH children only)	Within 7 calendar days
	Send copy to parent/guardian	Within 7 calendar days

3. SERIOUS INJURY, ILLNESS OR ACCIDENT (Incidents 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
Written	Copy in clinical file (DMH children only)	Immediately

4.DEATH

HOW	TO WHOM	WHEN
Fax only if I-	County Placement Worker	Immediately

Track is down.	OHCMDM/Probation Monitors (Probation Director will contact parent)	Immediately
	Community Care Licensing	Immediately or the next workday
Written	Copy in clinical file (DMH children only)	Within 48 hours

5. UNAUTHORIZED ABSENCE (AWOL)

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

HOW	TO WHOM	WHEN
Fax only if I-Track is down except the parent/guardian, law enforcement and, if after hours, the Hotline	Phone parent/guardian	Within 2 hours
	Phone law enforcement	Within 2 hours
	County Placement Worker (For DCFS, use Child Abuse Hotline after hours)	Within 2 hours
	OHCMDM	Within 2 hours or the next workday
	Probation Consultant	Within 2 hours (This is in addition to the mandatory stop requirements)
	Community Care Licensing	Within 2 hours or the next workday
Written	Copy in clinical file (DMH children only)	Within 36 hours

6. 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
Fax only if I-Track is down except law enforcement, parent/guardian, and, if after hours, the Hotline.	Phone law enforcement	Immediately
	County Placement Worker (For DCFS, use Child Abuse Hotline after hours)	Immediately
	Phone parent/guardian	Immediately, if deemed appropriate by County Placement Worker, Child Abuse Hotline, or Law Enforcement
	Community Care Licensing	Immediately or the next workday

	OHCMDM/Probation Monitors	Immediately or the next workday
Written	Copy in clinical file (DMH children only)	Immediately
	Send copy to law enforcement	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.

7. SIGNIFICANT CHANGES IN COMMUNITY TREATMENT FACILITIES

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 except for DMH Worker.	Community Care Licensing	Immediately or the next workday
	Call County Placement Worker (DMH children only)	Immediately or the next workday
	OHCMDM/Probation Monitors	Immediately or the next workday

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

HOW	TO WHOM	WHEN
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) of CCR)	Immediately
	Phone local health officer for all epidemic outbreaks (Section 80061(b)(1) 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
Written	Send copy to local health officer	Immediately

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

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: _____

EXHIBIT A-XII

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EXHIBIT B

COMMUNITY TREATMENT FACILITY PROGRAM STATEMENT

EXHIBIT B-I

CONTRACTOR'S PAYMENT RATE

COUNTY and CONTRACTOR, (Agency Name) agree that this is a firm-fixed price contract. During the term of this Contract, COUNTY shall compensate CONTRACTOR for the services set forth in Exhibit A, Statement of Work. Each Placed Child shall be paid the monthly Group Home RCL 14 rate established by California CDSS Foster Care Funding and Rates Bureau (FCFRB).

In addition, COUNTY will pay CONTRACTOR, (Agency Name) up to $_____ per month per COUNTY-placed child from CGF, prorated, for CTF child care and supervision services not reimbursed from other funding sources. The parties agree that payment of these CGF funds is only for ACTUAL ALLOWABLE COSTS, in accordance with the payment, invoice, and review provisions set forth in this Agreement. CONTRACTOR will work with COUNTY to maximize revenue from non-COUNTY sources.

EXHIBIT C

OFFICE OF MANAGEMENT AND BUDGET (OMB) CIRCULAR NO. A-122

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

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

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.

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

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.

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
CTF 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 12/21/07

AUDITOR-CONTROLLER
COMMUNITY TREATMENT FACILITY 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 Contract.

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 Contract year to the extent goods and services are received during that Contract 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 Contract.

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 Contract.

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 Contract, Section 24.3). 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 Contract.

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 Contract. 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 Contract.

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 Contract 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 Contract 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 Contract. 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 Contract or subsequent to the Contract termination date. Similarly, current period expenses related to events or activities that occurred prior to the effective date of the Contract 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 Contract 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 Contract 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 Contract. 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 Contract shall be used in the performance of any political activity, the election of any candidate, or the defeat of any candidate for public office.

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/PROBATION DEPARTMENT FISCAL AUDIT PHASES, FISCAL AUDITS OF GROUP HOME FOSTER CARE SERVICES CONTRACTORS

I. Overview

To minimize delays and to increase understanding of the fiscal auditing process by COUNTY and the Group Home 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), the Department of Children and Family Services (DCFS), and the Probation Department (Probation) during fiscal audit reviews. All specified timeframes are estimated, and actual timeframes may differ depending on A-C and DCFS/Probation 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.

II. Purpose of Fiscal Audit Review

The purpose of the fiscal audit review will be to determine whether, pursuant to the Agreement, Group Home 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 Group Home Foster Care Services Master Agreement, including Exhibit C-2, Auditor-Controller Group Home 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/ Probation 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/Probation.

After receipt of the preliminary draft fiscal audit report, CONTRACTOR may request a pre-exit meeting with A-C, DCFS/Probation 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/Probation <u>hold</u> 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, Probation, 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/Probation staff will review the documentation and determine its effect, if any, on the findings and recommendations. A-C and DCFS/Probation staff will revise the preliminary draft fiscal audit report, as A-C and DCFS/Probation determine appropriate. The preliminary draft fiscal audit report updated for any revisions deemed appropriate by the A-C and DCFS/Probation will herein be referred to as the exit draft fiscal audit report.

- NOTE: In general, A-C, DCFS/Probation 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, DCFS/Probation 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/Probation do not hold a pre-exit meeting:

- A-C, DCFS/Probation 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/Probation 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

An 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/Probation 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/Probation 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/Probation 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/Probation Fiscal Monitoring Section (see Amendment Number One, subsection 9.5). 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/Probation Response to Final Report

DCFS/Probation (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'/Probation's receipt of CONTRACTOR's written response to the final draft fiscal audit report, DCFS/Probation will provide CONTRACTOR with DCFS'/Probation's written response, which sets forth the required DCFS/Probation corrective action plan (CAP). Should Contractor disagree with the contents of the CAP, Contractor shall submit a response to the DCFS/Probation CAP within 15 business days via first class mail to DCFS Fiscal Monitoring Section/Probation Central Placement Office. DCFS/Probation will review the Contractor's response to the DCFS/Probation CAP and issue a final required DCFS/Probation Corrective Action Plan within 5 calendar days . Should CONTRACTOR not comply with the Corrective Action Plan, DCFS/Probation may, in their 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, DCFS/Probation 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'/Probation's 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'/Probation's response to the Final Report, CONTRACTOR, shall schedule an appointment with DCFS Fiscal Monitoring staff/Probation Central Placement Office 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/Probation response to the Final Report. Should CONTRACTOR not comply with the repayment plan for questioned Expenditures, DCFS/Probation may, in their sole discretion, exercise any and all remedies, including but not limited to placement of CONTRACTOR on Do Not Refer or Do Not Use status.

LINE ITEM BUDGET

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 _____ Contract No._____

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 E

SEMI-ANNUAL EXPENDITURE REPORT

EXHIBIT E

Community Treatment Facility Semi-Annual Expenditure Report
(For Los Angeles County DCFS and Probation Children Only)

Agency:
Address:
Contract Person:
Phone #:
Contract Number:

Report Period:
Number of L.A. County Children:
Number of CTF Operated:
Number of L.A. County Child Care Days in Period:
RCL:

REVENUE AND EXPENDITURE SUMMARY		
	Total for 6 Months	Year-To-Date
A. Total AFDC-FC Revenues (L.A. Co. Children Only)	**$**	**$**
B. Allowable Contract Expenditures (Allowable Expenditures for the care and services of placed Los Angeles County children allocated in accordance with requirements contained in Sections 17.1 and 17.2 of the Contract. Expenditures should be reported within the 15 cost categories listed below. Except for the requirements of allocation of costs which is described in Sections 17.1 and 17.2 Contractor shall use the SR 3 Instructions in Exhibit U to complete this report.)		
1. Child Care & Supervision		
2. Social Work Activity		
3. Food		
4. Shelter Costs – Building Rent and Leases		
5. Shelter Costs – Approved by Attorney General Self-Dealing Transactions Affiliated Leases		
6. Building & Equipment		
7. Utilities		
8. Vehicles & Travel		
9. Child-Related		
10. Executive Director Salary		
11. Assistant Executive Director Salary		
12. Administrator Salary		
13. All Other Administrative Salaries		
14. Financial Audit Costs		
15. Administration (Minus Admin. Salaries and Financial Audit Costs)		
Total Allowable Contract Expenditures	**$**	**$**
C. Total un-Expended AFDC-FC Funds from Current Contract (Total AFDC-FC Revenues received from COUNTY less Total Allowable Contract Expenditures) [See Contract, Section 17.5]	**$**	**$**
D. Total unexpended AFDC-FC Funds Received from COUNTY from September 1, 2003 through the expiration date of the most recently completed contract term.		**$**
E. Total Accumulated Unexpended AFDC-FC Funds (Add un-Expended funds from current Contract and unexpended funds from previous COUNTY CFT contracts)		**$**

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 Contract 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

EXHIBIT E-I

COMMUNITY TREATMENT FACILITY
MONTHLY BILLING REPORT

AGENCY NAME: _____

UNIT NAME: _____

FOR THE MONTH OF: _____

BILLING DATE: _____

Client Name	Case Number	Admission Date	Discharge Date	Billing Period	No. Of Days	Billing Amount	Indicate if the Child belongs to Probation, DCFS, or DMH

EXHIBIT E-II

COMMUNITY TREATMENT FACILITY
QUARTERLY AUGMENTATION ACCOUNTING REPORT

AGENCY NAME: _____
REPORTING PERIOD: _____

	MONTH/YEAR	MONTH/YEAR	MONTH/YEAR	TOTAL
Revenue ($6,694 per month per child)				
I. Employee Salaries:				
a.				
b.				
c.				
d.				
e.				
f.				
Subtotal Salaries Expense				
Payroll Taxes and Fringe Benefits				
Total Personnel Expenses				
II. Director Client Care:				
a. Direct Client Services				
b. Food and Provisions				
c. Clothing				
d. Laundry and Housekeeping Costs for clients				
Total Direct Client Care				
III. Contracts & Professional Services (if any):				
Total Contract & Professional Services				
a.				
b.				
IV. Supplies:				
a. Office and Computer Supplies				
b. Office Equipment under $5k				
c. Program Supplies				
Total Supplies				
V. Occupancy:				
a. Telephone				
b. Postage & Deliveries				
c. Utilities				
d. Guard/Janitorial/Repairs & Maintenance				
e. Property Insurance				
f. Depreciation				
Total Occupancy				
VI. Other Operating Expenses:				
a.				
b.				
c.				
d.				
Total Operating Expenses				
Add Administrative Overhead				
Total Expenses:				
Income (Deficit)				

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

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EXHIBIT L

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2005)

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.

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 2005 are less than $37,263 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:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- 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.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- 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, 2006.

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, or from the IRS website at *www.irs.gov*.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2005 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2005 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 2005 and owes no tax but is eligible for a credit of $799, he or she must file a 2005 tax return to get the $799 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2006 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 (Circular E), Employer's Tax Guide.

Notice **1015** (Rev. 12-2005)
Cat. No. 20599I

Printed on recycled paper

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: _____

PAYMENT RESOLUTION NOTIFICATION

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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 GROUP HOME CONTRACT
INVESTIGATION/MONITORING/AUDIT REMEDIES AND PROCEDURES
(As Amended on _____)

These internal policies and procedures are attached to the Group Home Contract to inform CONTRACTOR's of DCFS' investigation/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 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 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 investigations when based on prima facie evidence, DCFS reasonably believes, in its sole discretion, that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors. 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 GH Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Section 15.0. 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 Agreement for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Sub-section 15.1 of the Contract, and as further described in Exhibit N.

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 Agreement for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Sub-section 15.1 of the Contract, and as further described in Exhibit N.

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.

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 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.

C. <u>Hold/DNR/DNU Procedures</u>

1. 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. During the Review Conference, the CONTRACTOR will meet with the Director's Deputy Director designee 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.

3. The Director's Deputy Director 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 personnel shall participate in the Review Conference; and legal representatives shall not be present at the Review Conference.

4. The DCFS Director's designee 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.

5. 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.

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)

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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:

CROSSWALK FACT SHEET

Current Language	New Language
• Health Care Financing Administration (HCFA)	• Centers for Medicare and Medicaid Services (CMS)
• Explanation of Balance (EOB)	• Remittance Advice (RA)
• Mode of Service and Service Function Code (SFC) • Activity Code	• CPT Codes: Current Procedural Terminology published by the American Medical Association is a list of codes representing procedures or services. • HCPCS Codes (Level II): HCFA and other Common Procedure Coding System (HCPCS) Codes are used and approved by the Centers for Medicare and Medicaid to describe and accurately report procedures and services. • A crosswalk of HCPCS and CPT Codes to SFC's is available in legacy files. • UB92: Refers to coding standards designated by HIPAA.
• DSM IV	• ICD-9 Codes: (International Classification of Diseases), 9th Revision Codes, issued and authorized by the Centers for • Medicare and Medicaid, to describe and accurately report health related procedures and Diagnoses.
• Clinical Staff and Discipline Code	• Rendering Provider and Taxonomy
• MHMIS or Mental Health Management Information System AND • MIS Management Information System	• IS or Integrated System
• References to entering data into the MIS	• Entering data into the IS
• RGMS	• IS

Revised 3/7/06

VENDOR'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 Vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Vendor has written policy statement prohibiting discrimination in all phases of employment.	( )	( )
2. Vendor periodically conducts a self-analysis or utilization analysis of its work force.	( )	( )
3. Vendor has a system for determining if its employment practices are discriminatory against protected groups.	( )	( )
4. When areas are identified in employment practices, Vendor 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?

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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?

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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)?

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36. If youth is 14 or older, is emancipation planning being addressed?

EXHIBIT S

SAFELY SURRENDERED BABY LAW

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.

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

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.

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

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.

EXHIBIT U

GROUP HOME FACILITY PROGRAM COST REPORT (SR3)

TO BE USED BY CTF

HEALTH AND SAFETY CODE SECTION 1180-1180.6

1180. (a) The California Health and Human Services Agency, in accordance with their mission, shall provide the leadership and coordination necessary to reduce the use of seclusion and behavioral restraints in facilities that are licensed, certified, or monitored by departments that fall within its jurisdiction.

(b) The agency may make recommendations to the Legislature for additional facilities, or for additional units or departments within facilities, that should be included within the requirements of this division in the future, including, but not limited to, emergency rooms.

(c) At the request of the secretary, the involved state departments shall provide information regarding existing training protocols and requirements related to the utilization of seclusion and behavioral restraints by direct care staff who work in facilities within their jurisdiction. All involved state departments shall cooperate in implementing any training protocols established pursuant to this division. It is the intent of the Legislature that training protocols developed pursuant to this division be incorporated into existing training requirements and opportunities. It is further the intent of the Legislature that, to the extent feasible, the training protocols developed pursuant to Section 1180.2 be utilized in the development of training protocols developed pursuant to Section 1180.3.

(d) The secretary, or his or her designee, is encouraged to pursue federal and private funding to support the development of a training protocol that can be incorporated into the existing training activities for direct care staff conducted by the state, facilities, and educational institutions in order to reduce the use of seclusion and behavioral restraints.

(e) The secretary or his or her designee shall make recommendations to the Legislature on how to best assess the impact of serious staff injuries sustained during the use of seclusion or behavioral restraints, on staffing costs, and on workers' compensation claims and costs.

(f) The agency shall not be required to implement this section if implementation cannot be achieved within existing resources, unless additional funding for this purpose becomes available. The agency and involved departments may incrementally implement this section in order to accomplish its goals within existing resources, through the use of federal or private funding, or upon the subsequent appropriation of funds by the Legislature for this purpose, or all of these.

1180.1. For purposes of this division, the following definitions apply:

(a) "Behavioral restraint" means "mechanical restraint" or "physical restraint" as defined in this section, used as an intervention when a person presents an immediate danger to self or to others. It does not include restraints used for medical purposes, including, but not limited to, securing an intravenous needle or immobilizing a person for a surgical procedure, or postural restraints, or devices used to prevent injury or to improve a person'

s mobility and independent functioning rather than to restrict movement.

(b) "Containment" means a brief physical restraint of a person for the purpose of effectively gaining quick control of a person who is aggressive or agitated or who is a danger to self or others.

(c) "Mechanical restraint" means the use of a mechanical device, material, or equipment attached or adjacent to the person's body that he or she cannot easily remove and that restricts the freedom of movement of all or part of a person's body or restricts normal access to the person's body, and that is used as a behavioral restraint.

(d) "Physical restraint" means the use of a manual hold to restrict freedom of movement of all or part of a person's body, or to restrict normal access to the person's body, and that is used as a behavioral restraint. "Physical restraint" is any staff-to-person physical contact in which the person unwillingly participates. "Physical restraint" does not include briefly holding a person without undue force in order to calm or comfort, or physical contact intended to gently assist a person in performing tasks or to guide or assist a person from one area to another.

(e) "Seclusion" means the involuntary confinement of a person alone in a room or an area from which the person is physically prevented from leaving. "Seclusion" does not include a "timeout," as defined in regulations relating to facilities operated by the State Department of Developmental Services.

(f) "Secretary" means the Secretary of the California Health and Human Services Agency.

(g) "Serious injury" means any significant impairment of the physical condition as determined by qualified medical personnel, and includes, but is not limited to, burns, lacerations, bone fractures, substantial hematoma, or injuries to internal organs.

1180.2. (a) This section shall apply to the state hospitals operated by the State Department of Mental Health and facilities operated by the State Department of Developmental Services that utilize seclusion or behavioral restraints.

(b) The State Department of Mental Health and the State Department of Developmental Services shall develop technical assistance and training programs to support the efforts of facilities described in subdivision (a) to reduce or eliminate the use of seclusion and behavioral restraints in those facilities.

(c) Technical assistance and training programs should be designed with the input of stakeholders, including clients and direct care staff, and should be based on best practices that lead to the avoidance of the use of seclusion and behavioral restraints, including, but not limited to, all of the following:

(1) Conducting an intake assessment that is consistent with facility policies and that includes issues specific to the use of seclusion and behavioral restraints as specified in Section 1180.4.

(2) Utilizing strategies to engage clients collaboratively in assessment, avoidance, and management of crisis situations in order to prevent incidents of the use of seclusion and behavioral restraints.

(3) Recognizing and responding appropriately to underlying reasons for escalating behavior.

(4) Utilizing conflict resolution, effective communication, deescalation, and client-centered problem solving strategies that

diffuse and safely resolve emerging crisis situations.

(5) Individual treatment planning that identifies risk factors, positive early intervention strategies, and strategies to minimize time spent in seclusion or behavioral restraints. Individual treatment planning should include input from the person affected.

(6) While minimizing the duration of time spent in seclusion or behavioral restraints, using strategies to mitigate the emotional and physical discomfort and ensure the safety of the person involved in seclusion or behavioral restraints, including input from the person about what would alleviate his or her distress.

(7) Training in conducting an effective debriefing meeting as specified in Section 1180.5, including the appropriate persons to involve, the voluntary participation of the person who has been in seclusion or behavioral restraints, and strategic interventions to engage affected persons in the process. The training should include strategies that result in maximum participation and comfort for the involved parties to identify factors that lead to the use of seclusion and behavioral restraints and factors that would reduce the likelihood of future incidents.

(d) (1) The State Department of Mental Health and the State Department of Developmental Services shall take steps to establish a system of mandatory, consistent, timely, and publicly accessible data collection regarding the use of seclusion and behavioral restraints in facilities described in this section. It is the intent of the Legislature that data be compiled in a manner that allows for standard statistical comparison.

(2) The State Department of Mental Health and the State Department of Developmental Services shall develop a mechanism for making this information publicly available on the Internet.

(3) Data collected pursuant to this section shall include all of the following:

(A) The number of deaths that occur while persons are in seclusion or behavioral restraints, or where it is reasonable to assume that a death was proximately related to the use of seclusion or behavioral restraints.

(B) The number of serious injuries sustained by persons while in seclusion or subject to behavioral restraints.

(C) The number of serious injuries sustained by staff that occur during the use of seclusion or behavioral restraints.

(D) The number of incidents of seclusion.

(E) The number of incidents of use of behavioral restraints.

(F) The duration of time spent per incident in seclusion.

(G) The duration of time spent per incident subject to behavioral restraints.

(H) The number of times an involuntary emergency medication is used to control behavior, as defined by the State Department of Mental Health.

(e) A facility described in subdivision (a) shall report each death or serious injury of a person occurring during, or related to, the use of seclusion or behavioral restraints. This report shall be made to the agency designated in subdivision (h) of Section 4900 of the Welfare and Institutions Code no later than the close of the business day following the death or injury. The report shall include the encrypted identifier of the person involved, and the name, street address, and telephone number of the facility.

1180.3. (a) This section shall apply to psychiatric units of general acute care hospitals, acute psychiatric hospitals, psychiatric health facilities, crisis stabilization units, community treatment facilities, group homes, skilled nursing facilities, intermediate care facilities, community care facilities, and mental health rehabilitation centers.

(b) (1) The secretary or his or her designee shall develop technical assistance and training programs to support the efforts of facilities to reduce or eliminate the use of seclusion and behavioral restraints in those facilities that utilize them.

(2) Technical assistance and training programs should be designed with the input of stakeholders, including clients and direct care staff, and should be based on best practices that lead to the avoidance of the use of seclusion and behavioral restraints. In order to avoid redundancies and to promote consistency across various types of facilities, it is the intent of the Legislature that the technical assistance and training program, to the extent possible, be based on that developed pursuant to Section 1180.2.

(c) (1) The secretary or his or her designee shall take steps to establish a system of mandatory, consistent, timely, and publicly accessible data collection regarding the use of seclusion and behavioral restraints in all facilities described in subdivision (a) that utilize seclusion and behavioral restraints. In determining a system of data collection, the secretary should utilize existing efforts, and direct new or ongoing efforts, of associated state departments to revise or improve their data collection systems. The secretary or his or her designee shall make recommendations for a mechanism to ensure compliance by facilities, including, but not limited to, penalties for failure to report in a timely manner. It is the intent of the Legislature that data be compiled in a manner that allows for standard statistical comparison and be maintained for each facility subject to reporting requirements for the use of seclusion and behavioral restraints.

(2) The secretary shall develop a mechanism for making this information, as it becomes available, publicly available on the Internet. For data currently being collected, this paragraph shall be implemented as soon as it reasonably can be achieved within existing resources. As new reporting requirements are developed and result in additional data becoming available, this additional data shall be included in the data publicly available on the Internet pursuant to this paragraph.

(3) At the direction of the secretary, the departments shall cooperate and share resources for developing uniform reporting for all facilities. Uniform reporting of seclusion and behavioral restraint utilization information shall, to the extent possible, be incorporated into existing reporting requirements for facilities described in subdivision (a).

(4) Data collected pursuant to this subdivision shall include all of the data described in paragraph (3) of subdivision (d) of Section 1180.2.

(5) The secretary or his or her designee shall work with the state departments that have responsibility for oversight of the use of seclusion and behavioral restraints to review and eliminate redundancies and outdated requirements in the reporting of data on the use of seclusion and behavioral restraints in order to ensure cost-effectiveness.

(d) Neither the agency nor any department shall be required to

implement this section if implementation cannot be achieved within existing resources, unless additional funding for this purpose becomes available. The agency and involved departments may incrementally implement this section in order to accomplish its goals within existing resources, through the use of federal or private funding, or upon the subsequent appropriation of funds by the Legislature for this purpose, or all of these.

1180.4. (a) A facility described in subdivision (a) of Section 1180.2 or subdivision (a) of Section 1180.3 shall conduct an initial assessment of each person prior to a placement decision or upon admission to the facility, or as soon thereafter as possible. This assessment shall include input from the person and from someone whom he or she desires to be present, such as a family member, significant other, or authorized representative designated by the person, and if the desired third party can be present at the time of admission. This assessment shall also include, based on the information available at the time of initial assessment, all of the following:

(1) A person's advance directive regarding deescalation or the use of seclusion or behavioral restraints.

(2) Identification of early warning signs, triggers, and precipitants that cause a person to escalate, and identification of the earliest precipitant of aggression for persons with a known or suspected history of aggressiveness, or persons who are currently aggressive.

(3) Techniques, methods, or tools that would help the person control his or her behavior.

(4) Preexisting medical conditions or any physical disabilities or limitations that would place the person at greater risk during restraint or seclusion.

(5) Any trauma history, including any history of sexual or physical abuse that the affected person feels is relevant.

(b) A facility described in subdivision (a) of Section 1180.2 or subdivision (a) of Section 1180.3 may use seclusion or behavioral restraints for behavioral emergencies only when a person's behavior presents an imminent danger of serious harm to self or others.

(c) A facility described in subdivision (a) of Section 1180.2 or subdivision (a) of Section 1180.3 may not use either of the following:

(1) A physical restraint or containment technique that obstructs a person's respiratory airway or impairs the person's breathing or respiratory capacity, including techniques in which a staff member places pressure on a person's back or places his or her body weight against the person's torso or back.

(2) A pillow, blanket, or other item covering the person's face as part of a physical or mechanical restraint or containment process.

(d) A facility described in subdivision (a) of Section 1180.2 or subdivision (a) of Section 1180.3 may not use physical or mechanical restraint or containment on a person who has a known medical or physical condition, and where there is reason to believe that the use would endanger the person's life or seriously exacerbate the person's medical condition.

(e) (1) A facility described in subdivision (a) of Section 1180.2 or subdivision (a) of Section 1180.3 may not use prone mechanical restraint on a person at risk for positional asphyxiation as a result of one of the following risk factors that are known to the provider:

(A) Obesity.
(B) Pregnancy.
(C) Agitated delirium or excited delirium syndromes.
(D) Cocaine, methamphetamine, or alcohol intoxication.
(E) Exposure to pepper spray.
(F) Preexisting heart disease, including, but not limited to, an enlarged heart or other cardiovascular disorders.
(G) Respiratory conditions, including emphysema, bronchitis, or asthma.
(2) Paragraph (1) shall not apply when written authorization has been provided by a physician, made to accommodate a person's stated preference for the prone position or because the physician judges other clinical risks to take precedence. The written authorization may not be a standing order, and shall be evaluated on a case-by-case basis by the physician.
(f) A facility described in subdivision (a) of Section 1180.2 or subdivision (a) of Section 1180.3 shall avoid the deliberate use of prone containment techniques whenever possible, utilizing the best practices in early intervention techniques, such as deescalation. If prone containment techniques are used in an emergency situation, a staff member shall observe the person for any signs of physical duress throughout the use of prone containment. Whenever possible, the staff member monitoring the person shall not be involved in restraining the person.
(g) A facility described in subdivision (a) of Section 1180.2 or subdivision (a) of Section 1180.3 may not place a person in a facedown position with the person's hands held or restrained behind the person's back.
(h) A facility described in subdivision (a) of Section 1180.2 or subdivision (a) of Section 1180.3 may not use physical restraint or containment as an extended procedure.
(i) A facility described in subdivision (a) of Section 1180.2 or subdivision (a) of Section 1180.3 shall keep under constant, face-to-face human observation a person who is in seclusion and in any type of behavioral restraint at the same time. Observation by means of video camera may be utilized only in facilities that are already permitted to use video monitoring under federal regulations specific to that facility.
(j) A facility described in subdivision (a) of Section 1180.2 or subdivision (a) of Section 1180.3 shall afford to persons who are restrained the least restrictive alternative and the maximum freedom of movement, while ensuring the physical safety of the person and others, and shall use the least number of restraint points.
(k) A person in a facility described in subdivision (a) of Section 1180.2 and subdivision (a) of Section 1180.3 has the right to be free from the use of seclusion and behavioral restraints of any form imposed as a means of coercion, discipline, convenience, or retaliation by staff. This right includes, but is not limited to, the right to be free from the use of a drug used in order to control behavior or to restrict the person's freedom of movement, if that drug is not a standard treatment for the person's medical or psychiatric condition.

1180.5. (a) A facility described in subdivision (a) of Section 1180.2 or subdivision (a) of Section 1180.3 shall conduct a clinical

and quality review for each episode of the use of seclusion or behavioral restraints.

(b) A facility described in subdivision (a) of Section 1180.2 or subdivision (a) of Section 1180.3 shall, as quickly as possible but no later than 24 hours after the use of seclusion or behavioral restraints, conduct a debriefing regarding the incident with the person, and, if the person requests it, the person's family member, domestic partner, significant other, or authorized representative, if the desired third party can be present at the time of the debriefing at no cost to the facility, as well as with the staff members involved in the incident, if reasonably available, and a supervisor, to discuss how to avoid a similar incident in the future. The person's participation in the debriefing shall be voluntary. The purposes of the debriefing shall be to do all of the following:

(1) Assist the person to identify the precipitant of the incident, and suggest methods of more safely and constructively responding to the incident.

(2) Assist the staff to understand the precipitants to the incident, and to develop alternative methods of helping the person avoid or cope with those incidents.

(3) Help treatment team staff devise treatment interventions to address the root cause of the incident and its consequences, and to modify the treatment plan.

(4) Help assess whether the intervention was necessary and whether it was implemented in a manner consistent with staff training and facility policies.

(c) The facility shall, in the debriefing, provide both the person and staff the opportunity to discuss the circumstances resulting in the use of seclusion or behavioral restraints, and strategies to be used by the staff, the person, or others that could prevent the future use of seclusion or behavioral restraints.

(d) The facility staff shall document in the person's record that the debriefing session took place and any changes to the person's treatment plan that resulted from the debriefing.

1180.6. The State Department of Health Services, the State Department of Mental Health, the State Department of Social Services, and the State Department of Developmental Services shall annually provide information to the Legislature, during Senate and Assembly budget committee hearings, about the progress made in implementing this division. This information shall include the progress of implementation and barriers to achieving full implementation.

EXHIBIT W

PROBATION QUARTERLY REPORT FORMAT

Los Angeles County Probation Department
Placement Quarterly Report

Minor's Name:		DPO Name:	
D.O.B: / AGE:		Area Office:	
P.O.B (Place of Birth):		Phone:	
SSN#:		Reporting Period:	
Legal Status:		Adm. Date:	
Current Residence:			
Case Goal:	☐ Family Reunification ☐ Relative Placement ☐ Long-Term Foster Care ☐ Emancipation		
Presenting Problems:			

Areas of Strength:	☐Family Support ☐Intelligence	☐Good Peer Relationship ☐Other

Adjustment to Placement (please summarize the last 3 months)

Month -

Month -

Month -

Education

Name of School:					
Address of School:					
Grade:		Attendance:		GPA:	
Reading Level:		Math Level:		Credits Earned:	
Total Credits:		Anticipated High School Graduation (GED) Date:			
		1 month Prior to 19th B-Day ☐Yes ☐No			
☐ Credit check w/ completed credits & required credits for graduation **attached**.		☐ Copy of transcripts **attached**.			
☐Most recent report card attached / or					
☐Most recent grades are:					
☐Referred to Special Ed	IEP: ☐Yes ☐ No	☐Most recent attached		Date:	

- Vocational Training:

_____

_____

_____

School Behavior		Academic Progress
Strengths and Weaknesses:		

Post High School Plan / Alternative

☐College ☐Military
☐Vocational Training ☐Other:

Medical / Physical Information

Name of Doctor:		Name of Dentist:	
Address:		Address:	
Telephone:		Telephone:	

Medical # _____ Medical # of private insurance _____

Date	Doctor	Purpose	DX	RX

Medication	Dosage	Frequency

Medical Concerns or Problems: _____

Health status: _____

Dental status: _____

Visual status: _____

List injuries sustained, if any: _____

Next Doctor appointment:	
Next Dental appointment:	

☐ Immunization record attached
☐ Juvenile Hall Discharge Summary attached

Group Home Services Provided

- **Individual Counseling**
- **Substance Abuse**
- **Group Counseling**
- **Anger Management**
- **Sex – Offender**
- **Independent Living Skills**
- **Recreational Therapy**

Date	Type	Name of Case manager / Social Worker/Group Leader	Degree or License

Date	**Type**	**Name of Case manager / Social Worker/Group Leader**	**Degree or License**

Include No. of sessions per week, length of sessions and minor's level of participation:

- **Family Treatment:**

Number of sessions: _____ Reunification timeline: _____

Dates of sessions: _____

Participants: _____

Goals: _____

Progress toward goals: _____

Attach a copy of any evaluations completed this quarter and mental health referrals

Psychiatric / Emotional Issues:	Psychiatric Medication:

☐ Copy of Psychological Evaluation **attached**
☐ **Updated Health and Education Passport on file**

ILP Services Provided

Delivered Services

Activity: _____

Progress: _____

Completion date: _____

Planned Services

Activity: _____

Start date: _____

Completion date: _____

Violation of Probation and Placement Response:

Restitution Plan and Status Update:

Are there any SIRS to report? ☐Yes ☐No		Community Service:	

Savings Account? ☐Yes ☐ No	If yes, amount $		Source of Income:	
Employment Information:				

Discharge Permanency Plan	
Projected date of return to parent / guardian:	
Projected date of program completion:	☐ 3 months ☐ 6 months ☐ 9 months
Projected date of completion of Case Plan objectives:	

EXHIBIT X

Discharge Outcome and Placement Stability Report

Group Home:
Period Covering:
_____ To_____

DISCHARGE INFORMATION				TRACKING OF STABILITY					
Child's Name	**Case Number**	**Date of Replacement**	**Reason for Replacement**	**30 Days**	**60 Days**	**90 Days**	**120 Days**	**150 Days**	**180 Days**
			[ ] Replacement [ ] Reunification [ ] Adoption [ ] Guardianship [ ] Higher Level of Care [ ] Age of Majority [ ] Transitional Living [ ] Absent W/Out Leave [ ] County Dec. [ ] Court Decision	[ ] Stable [ ] Replaced	[ ] Stable [ ] Replaced	[ ] Stable [ ] Replaced	[ ] Stable [ ] Replaced	[ ] Stable [ ] Replaced	[ ] Stable [ ] Replaced
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(Please make additional copies of this form if necessary.)

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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 AA

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

CTF Administrative Office/Headquarters

AGENCY Name	AGENCY Address	AGENCY Contact Person	
			P:
			F:

Licensed CTF Facilities Included in this Agreement

FACILITY Name	FACILITY Address	FACILITY Contact Person	
			P:
			F:
			P:
			F:
			P:
			F:

EXHIBIT CC

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.

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SUBCOMMITTEE MEMBERS

The Drafting Subcommittee consisted of the following members:

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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.

EXHIBIT DD

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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 EE.

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 EE;

(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 or cure are 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 EE.

5.3 Relationship to Agreement Provisions. In the event that a provision of this Exhibit EE is contrary to any other provision of this Contract, the provision of this Exhibit EE 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: COMMUNITY TREATMENT FACILITY (CTF)[1]

1. What was the reason for the child's exit from the CTF?

2. Who determined the child was ready to leave the CTF?

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 [ ] FFA [ ] GH [ ][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.)?

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[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); FFA (foster family agency); GH (group home).

EXHIBIT GG

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 HH

STAR VIEW ADOLESCENT CENTER PROGRAM MODEL

"Through functional and well informed work teams that include youth and their families, to a Trauma-Informed Model of Care"

Abstract: The core organizing principle of Star View Adolescent Center is to provide a *Trauma-Informed Model of Care* to the County's most needy and damaged youth. Since the inception of Star View Adolescent Center[1] over eleven years ago, the program developed with the understanding that youngsters with the highest acuity of psychiatric needs require a complex array of integrated services in a single setting. The Star View Program Model features the following 7 major components which are woven together to deliver Trauma-Informed Care for our Severely Emotionally Disturbed adolescents.

- **Evidence Based Practices** – Four specific EBP's are in use at Star View. These include Aggression Replacement Training (ART) for youth with disruptive behavior problems, SPARCS (**S**tructured **P**sychotherapy for **A**dolescent **R**esponding to **C**hronic **S**tress) and DBT (Dialectical Behavior Therapy) for youngsters with trauma focused problems, and LSCI (Life Space Crisis Intervention) as a general milieu based approach to responding sensitively with care to trauma generated incidents and emergencies.
- **Therapeutic Milieu** – designed to create a stable and predictable living environment with age appropriate responsibilities and challenges, where staff can use nurturing relationships with clients to provide guidance, support, and direction.
- **Point and Level System** – these are two linked systems, where points are awarded throughout the day for agreed upon activities (such as school attendance), including those of client's choice. Levels are awarded weekly to commemorate global accomplishment, increased levels of responsibility and linked privileges. This system works best when used subtly, the same as with typical adolescent privileges, such as community outings (e.g., movies and bike rides at the beach).
- **Linked levels of Care** – The Star View Program actually consists of a high level Psychiatric Health Facility (PHF) which provides acute psychiatric care, a secure Community Treatment Facility, and an on-grounds Non-Public High School. Most clients begin to receive services in the PHF where stabilization and assessment is completed, then transition to the CTF. If a client has a period of temporary regression, they can transfer from the CTF back to the PHF for a brief

[1] Star View Adolescent Center is comprised of a Community Treatment Facility (CTF) operated by Star View Children and Family Services, Inc., a Psychiatric Health Facility (PHF) and outpatient mental health services including Day Treatment Intensive operated by Star View Adolescent Center, Inc., and a Non-Public School (NPS) operated by South Bay High School, Inc.

period of stabilization, and return quickly to the CTF, while maintaining the same treating doctors, treatment team, and classroom assignment. This prevents the introduction of yet another traumatic disruption in care.

- **Clinical Pathways** - There are 4 Clinical Pathways, each of which delineates a specific curriculum and approach for direct care staff to utilize to organize and deliver their care based upon the nature of the client's prominent emotional and behavioral problem area. The 4 Pathways are for Externalizing Disorders, Internalizing Disorders, Severe Mental Illness, and Co-Occurring Disorders (chemical dependency).
- **Family Involvement & Permanency** – This involves a major leap in inclusion and respect for family involvement, voice, and team decision making, and a focus on finding family partners for youth in long-term residential care.
- **Professional Model of Staffing and Treatment Management** – Star View makes great use of Professional Psychiatrists, Psychologists, and Social Workers/MFT's in delivering assessment and treatment to chronically traumatized and injured youngsters. This includes the use of comprehensive BioPsychoAssessment from the two treating psychiatrists, standard psychological assessment, extensive family history (Table of Life Events) and other state of the art professional treatment practices.

Additional information about these components follows.

Program Background:

The program treatment model for residential care at the Center's beginning can be best characterized as an Attachment-Based, Ego-Supportive Developmental Model. There is a rich history of therapeutic milieu programs in the clinical literature which describes a set of Best Practices for Residential Treatment. We have over 25 years of experience in implemented these programs across many different settings, from hospitals to Group Homes. All of our program practices are well anchored in the academic and clinical research.

Evidence Based Practices:

As evidence-based practices have developed in the mental health field, the Center's program model again made significant adjustments. To augment Clinical Pathway interventions focused on externalizing disorders, the Center has taken a lead in implementing the EQUIP/Aggression Replacement Training Program, a well researched and validated evidence-based practice for helping aggressive and externalizing youth.. Life Space Crisis Intervention, another well studied practice with a rich history, is also in the process of pilot implementation as a proven strength-based effective method for use in reclaiming youth involved in patterns of self-defeating behavior.

Most recently, the Center's evolving program model has been most focused on the integration of the current theories and research on "Chronic Trauma" and the impact that long term and persistent maltreatment of children and youth has on the developing brain,

attachment systems, along with cognitive, emotional, and behavioral development. Implementing Dialectical Behavior Therapy Groups and trauma-based evidence-based practices such as **S**tructured **P**sychotherapy for **A**dolescent **R**esponding to **C**hronic **S**tress (SPARCS) to assist youngsters with a proneness to succumb to internalization disorders has been a natural outgrowth of this most current organizing theme in the Star View residential treatment milieu, which has evolved into a **"Complex Trauma-Informed Program Model."**

Therapeutic Milieu:

- Youth entering residential treatment exhibit arrested and delayed ego development and functioning. With staff help, youngsters can become "unstuck" and advance in their growth and development.
- Program staff seek to create a stable, predictable, nurturing environment, with sufficient challenge and support to master real life and emotional tasks.
- Direct care staff are trained to develop effective bonds with youngsters, whereby every moment of staff and youth interaction presents an opportunity to make a positive contribution to youth development.

This program model provides a treatment milieu that is geared towards providing a protected, structured environment, so that youngsters can feel emotionally and physically safe and secure. Many of the clients experience difficulty regulating affect and impulses and the therapeutic milieu serves to support the development of this skill. The rules, regulations, and rituals of the program, including daily community process meeting, group therapy, and rich array of planned creative, recreational, and rehabilitative therapies, and special education services, all have served to provide youngsters with a sense of stability, predictability, and security. A point and level system based on positive reinforcement and increased levels of self-responsibility serve to assist residents to develop self-control, self-acceptance, motivation and the learning of developmentally gradated tasks and skills. When needed, Therapeutic Behavioral Support (TBS) by trained specialists has been offered to youngsters to assist them in the mastery of targeted skills.

Approximately seven years ago, the Center began to sharpen the training and implementation of its program model by adopting a professional residential youth care training program from the National Center of Youth Services at the University of Oklahoma. This extensive training program provided a systematic way for staff to learn the essential, usable skills needed to be successful in the Star View residential program. This strengths and competency based curriculum is divided into the following four areas of learning:

- Building Relationships
- Creating a Culture of Safety
- Understanding Child Development
- Teaching Discipline

Linked Levels of Care:

The Star View Model of integrated hospital treatment (PHF) and residential care is based upon the foundation of building and sustaining "basic trust," as defined by developmental psychologist, Erik Erikson, and his premise of a flexible model of recovery from mental illness. This successful model acknowledges that growth is not a straight line and that when there are temporary setbacks, the discontinuity of attachments and treatment does not, as a rule, need to occur. This discontinuity and ultimate treatment disruption has often been observed as an unintended outcome when acute psychiatric hospital care at another facility is pursued in which the client experiences a whole new set of temporary caregivers/treatment providers.

Linked Education Services

The Star View Model integrates mental health treatment and residential care with Non-Public School special education by credentialed instructors. Instructors are experienced in working with emotionally disturbed youth and with maximizing educational achievement among youth with learning disabilities. Teachers are members of each child's interdisciplinary treatment team and barriers to school success are addressed through treatment.

Clinical Pathways:

Another innovation in the evolution of the program model was the inclusion of "Clinical Pathways." Each pathway delineates specific curriculum and approaches for direct care staff to utilize and skills to teach in group treatment and the milieu that were based upon the nature of the client's prominent emotional/behavioral problem areas, e.g. Mood Disorder, Disruptive Behavior Disorder, Substance Abuse, PTSD/Other Trauma Related Conditions, Serious Mental Illness, etc. Another part of the Clinical Pathways Approach is a "Cardex" system (see example below) whereby direct care staff can document and have rapid access to the treatment protocols for all of their primary clients.

DISRUPTIVE BEHAVIOR (Red)	
Interventions: • Promote appropriate peer relations • Skill building and modeling • Firm, neutral limits • Address all threats • Problem solve to find fun and safe activities • Help with groups and chores **Crisis:** • Client preferences • Offer choices • Clear direction and natural consequences • Show of unobtrusive authority • Failure to earn privileges	**Student Name:** **Clinical Pathway:** **Preferences:** **Strength:** **Cautions:**

The workers are constantly updating these cards with current individualized information regarding each youngster's precautions, learning targets, and prescribed groups. This system assists staff in keeping on top of the structure of the milieu and their caseload.

Organization and Structure of Treatment:

Teamwork:
An Interdisciplinary Treatment Team Approach is valued and nurtured as a core element in creating a program culture and climate that is responsive to the sensitivities of youth suffering from complex trauma.

In this approach to teamwork, designated primary therapists, psychiatrists, youth care workers, teachers, and rehabilitative staff become dedicated to a specific group of clients and their families, who are also active members of the team. Teams are trained, coached, and supported by supervisors and managers to develop effective communication, decision-making and problem-solving skills / abilities that are needed engage in a collaborative team process.

Family Involvement and Permanence:
Our current counseling staff provide regular family counseling, therapy, and support for a wide variety of return to home and community activities.

- Several other additional services are seen as valuable and effective, but are not yet funded. See Potential Program Enhancements for more information on these services.

The Role of Professional Psychiatric, Psychological, and Social Work Activities:
Upon admission to the Center, the program model calls for a careful **BioPsychoSocial assessment** of each youngster that involves the client, family, and all members of the team in understanding manifestations of complex trauma disturbances, developmental delays, deficits and disorders, balanced with a comprehensive evaluation of areas of strength and resiliency. The Assessment Process includes the following ingredients:

- Comprehensive psychiatric and medical evaluation
- A "**Table of Life Events**" is constructed to aid in the process of creating a developmental narrative that has continuity and meaning.
- Administration of objective psychological measures to assist the team's treatment planning efforts. Included in this assessment battery is the **Millon Adolescent Clinical Inventory (MACI)**, a well validated self-report instrument that is designed to assess personality patterns/styles, significant concerns, and clinical symptoms in adolescents. The **BERS** (Behavioral and Emotional Rating Scale) or similar **Resiliency Scales for Children and Adolescents** are also utilized as a standardized measure to profile personal strengths.
- A specific and detailed assessment of complex trauma includes each youngster responding to questionnaires and interview formats that elucidate the nature and impact of complex trauma, including the Trauma Checklist, the UCLA PTSD

Reaction Index, and the Structured Interview for Disorders of Extreme Stress (SIDES-Adolescent Version).

In summary, the Star View Adolescent Center Program Model has guided staff to organize their observations, explain and plan interventions, and make informed predictions as to outcome. However, it has also been important at the Center that the program model not be static and will undergo revisions and modifications as current scientific data and discoveries shed new light on the nature of emotional/psychiatric disturbances, revealing more attuned and effective paths to activate growth and liberate potential of the youth and families that we serve.

STAR VIEW ADOLESCENT CENTER
POTENTIAL PROGRAM ENHANCEMENTS

Following are enhancements to the program that could be accomplished only through added program funding:

Staff Qualifications

- Employ more child care staff who are pursuing college graduate degrees in behavioral health and social services.
- Retain more highly educated staff as child care workers.
- Employ more Primary Therapists who are experienced licensed mental health clinicians (PhDs, MFTs, LCSWs).
- Employ more Rehabilitation Therapists who are certified adjunctive therapists (Art, Music, Movement, Recreation, Occupational)

Added Staff

- Employ Parent/Family Partners who are specially trained parents/family members who have had first hand experience in receiving services for their own special needs child/family member, support parents/families to develop goals and encourage their active roles as team members along with participation in the youngster's treatment.

Achieving Permanency

- Provide comprehensive Family Finding and engagement services to identify and develop family member involvement towards permanency.
- Enroll clients into Wraparound Services (Star View's TEAMMATES program) at the time of admission to the Adolescent Center. This "Res/Wrap" approach has demonstrated that shortened lengths of stay and increased discharges to family homes can be achieved.

EXHIBIT HH

Vista Del Mar's Community Treatment Facility
Program Model
November 8, 2007

Vista Del Mar Child and Family Services uses a psychodynamic model which is operationalized through a cognitive behavioral approach. Vista Del Mar staff has been trained in Evidenced Based Practices such as Aggression Replacement Training (ART) and Life Space Crisis Intervention (LCSI), to further support our children's social, emotional and behavioral growth. We believe that most critical however, is using a relationship based approach where staff model behaviors to help children adapt to personal and environment stressors in more constructive and adaptive ways.

Vista Del Mar's Community Treatment Facility (C.T.F.) is a twenty four bed, secured facility that provides intensive Residentially Based Services in a supportive group home environment to adolescent boys from the ages of 12-17. In this setting, children are provided individual, family, and group therapy, as well as special educational services, medical and dental care, independent living skill, recreational activities, chemical dependency counseling, as well as other relevant services in the context of residential treatment all in efforts to move youth to lower levels of care. These services are provided by licensed or licensed eligible clinicians, recreational therapists, youth development counselors, special education teachers, psychiatrists, psychologists, rehabilitation counselors and others within their scope of practice.

Our treatment philosophy is based on a relationship model which promotes healing by teaching our residents how to develop age appropriate interpersonal skills. We provide a safe, containing and caring environment that focuses on positive ways to engage in relationships. Our program is designed to assist adolescents with recognizing, rewarding and building upon their strengths while helping them to control and diminish negative behaviors which interfere with leading a healthy, productive and satisfying life. The CTF program is structured to encourage expression of feelings, effective communication and community responsibility through staff modeling and engaging in healthy relationships. Importantly, we are flexible with our model of intervention due to the variety of backgrounds and diagnoses of our children. To assist our children with reaching their goals we use a number of interventions including Aggression Replacement Training (ART), Conflict Resolution, as well as techniques identified by Fritz Redl and David Wineman (*The Aggressive Child, 1957*). Vista would consider using Structured Psychotherapy for Adolescents Responding to Chronic Stress (SPARCS*)* or other age and developmentally appropriate approaches if it was felt that our population could benefit, given that most evidenced based practices have not focused exclusively with this specific group. We are currently exploring providing our staff with continued Life Space Crisis Intervention (LSCI) training. Life Space Crisis Intervention (LSCI) is an effective strategy by which professionals working with children and youth can use interpersonal conflict as a springboard to insight and responsible behavior.

Our children come to us with a history of trauma long before they came in to our care. We feel that the most effective way to help these children is to talk openly with them about all of the experiences that led to this point in time. It is difficult for some children to identify the event they consider traumatizing and we see that many have internalized multiple events that could so defined, such as loss of a parent, removal from their home, witnessing domestic abuse, being physically or sexually abused, etc. We recognize that children need to be assisted with becoming better able to use words to describe both past and current experiences and to deal with present stress. They need to be taught to be aware of their internal body states including anxiety, pain, relaxation, etc. It is our goal to assist children with practicing basic reflection and assessment of events. Our treatment team members give the child opportunities to talk about their past traumas and the difference between reacting and responding. We reinforce our children's attempts to exhibit positive behaviors and provide a "mirror" for our children when needed.

Most importantly, we address the three primary goals of trauma therapy including cognition (reframing the child's thoughts about the trauma to assist with accurate perception), emotions (de-conditioning the child's affective responses to the trauma) and behaviors (by carefully re-exposing, through reflection or adjunctive therapies, the child to the traumatic experience, in order to help the child learn new ways to cope with the stressors of that experience, thereby decreasing the behavioral symptoms). Our treatment goal is not to repress or destroy angry feelings in children but rather to help them accept the feelings and to channel and direct them to constructive ends.

Treatment teams are integral to Vista Del Mar's Community Treatment Facility. Our multi-disciplinary treatment teams meet at least weekly, often daily, to discuss and collaborate regarding each child's progress. The treatment team includes child care staff, teachers, administrators, clinician, psychiatrist, recreational therapist, nurse, and others as indicated. The child's placement worker and/or parents/guardians are also important members of this team.

Our approach supports the idea that children need to learn how to express their anger and/or any range of emotions, in an effective and adaptive manner. Caretakers need to show children acceptable ways of expressing their feelings. Strong feelings cannot be denied, and angry outbursts should not always be viewed as a sign of serious problems; they should be recognized and treated with respect. To respond effectively to overly aggressive behavior in children we need to understand the child's history so we can better identify what situation may trigger an angry outburst. Anger may be a defense to avoid painful feelings; it may be associated with failure, low self-esteem, and feelings of isolation; or it may be related to anxiety about situations over which the child has no control. Angry defiance may also be associated with feelings of dependency or with sadness and depression. In childhood, anger and sadness are very close to one another, and it is important to remember that much of what an adult experiences as sadness is expressed by a child as anger. In our training with staff, we emphasize techniques such as "Catching a child being good"; "Deliberately ignoring inappropriate behavior that can be tolerated"; "Providing physical outlets and other alternatives"; "Appealing directly to the child"; "Encouraging children to see their strengths as well as their weaknesses";

"Using promises and rewards"; "Modeling appropriate behavior", and "Teaching children to express themselves verbally".

These various approaches are integrated into our program. The psychodynamic approach helps us to understand the conscious and unconscious dynamic between child and primary caregivers and how conflicts of interpersonal relations may be acted out through a variety of defense mechanisms. However, we also understand that such an understanding does not necessarily lead to behavioral change. As a result, we use a cognitive behavioral model to help redirect socially inappropriate behaviors to more socially appropriate ones. This may include inoculation to stimuli, practicing appropriate responses when the provocative event is absent, rewarding positive behaviors, ignoring certain behaviors, when safe to do so, and creating an environment that encourages children to think before acting.

Upon admittance, each child receives the following assessments:

- In depth intake assessment which includes a psychosocial evaluation
- Educational assessment
- Nutritional screening
- Leisure skill and recreational activity assessment
- Religious/Cultural assessment
- Alcohol and chemical dependency assessment
- Complete physical and medical history evaluation

These assessments provide the direction for each child's individualized treatment plan. For example, the psychologist who conducted the psychological testing meets with the treatment team and with the child's family to review the results and make recommendations as to specific interventions that might be helpful for the child. As the individual needs of the child changes and/or evolve, reassessments are conducted in conjunction with ongoing Treatment Plan Reviews to assist with guiding the treatment plan. Importantly, Treatment Plan Reviews are inclusive meetings where planning and decision making occur by encouraging the participation of families, the child, and other people who are involved in the child's life.

SCOPE OF SERVICES

Individual therapy. Each resident is assigned to a licensed or licensed eligible therapist who also serves as the child's case manager and "go to" person. Upon admission, each resident meets with his therapist to identify initial individualized treatment plan goals. After 30 days in placement, the first Treatment Plan Review is held where in depth goals, objectives and interventions are identified. While we use psychodynamic theory to assist with gaining an understanding of each child's level of functioning, this is blended with a cognitive behavioral approach for intervention focusing on anger management techniques, family dynamics, emotional injury, personal responsibility, addictions, and any other issues that arise. The main therapeutic goal is to assist each resident with identifying core issues, resolving conflict, and developing new attitudes and coping skills

which will enable them to eventually function in a less restrictive setting. The combination of psychotherapy, behavioral readjustment, and the program structure is designed to assist each resident with building a more effective and healthy way of life.

Group Therapy. Each resident participates in a weekly psychotherapy group One such group that is utilized is Aggression Replacement Training (ART) which is a multimodal psycho-educational intervention designed to change the behavior of chronically aggressive children and adolescents. The goal of ART is to improve social skill competence, anger control and moral reasoning, incorporating three specific interventions: skill streaming, anger control training, and training in moral reasoning. In addition, certain residents participate in the "Let's Get Real" curriculum which focuses on the use of name calling and bullying and assists children with identifying and using more adaptive ways to interact interpersonally with others (*Let's Get Real*, Kim, Bob and Logan, Judy, 2004). Other groups have focused on trauma and abuse, abandonment and loss, as well as on strengthening social skills through discussion, games, and art.

Family therapy and participation. Family therapy sessions are held at least weekly and the goal is to help the families deal effectively with family stressors by problem solving in a safe environment. Families participate in the development of the treatment goals and are integrated members of the treatment team. Family members come to this facility for therapy sessions. Occasionally, when clinically appropriate and logistically feasible, a therapist may meet with a family within their community.

Family support. Vista Del Mar provides family support programs for clients and their families. Parent education classes (The Parent Project), and Parent Support groups are held on an ongoing basis and are conducted by parents of former residents. These interventions assist parents/guardians with defining and enforcing house rules and consequences and help to model appropriate parental boundaries. The purpose of the support group is to assist parents with feeling more positive about themselves and increase their understanding of raising a child with mental health, substance abuse, or behavioral problems (Drier & Lewis, 1991). Another benefit is increased knowledge of available services, acquired skills to interact with the system, and caregiver confidence in their ability to collaborate with service providers (Heflinger & Bickman, 1996; Bickman et al, 1998). Research indicates that providing family support increases access to information, improved problem solving skills, and more positive views about parenting and their child's behavior (Friesen & Koroloff, 1990). We also have a Parent Advisory Council which meets regularly with our Board of Directors.

Milieu: Our milieu model supports our philosophical approach which is based upon the importance of relationships and all staff participate in ongoing training and supervision which supports this model. We also employ a strength based level system, where points are earned for demonstrated certain behaviors and designed to facilitate growth and therapeutic progress in all residents. The expectations placed upon each youth are based upon their level of functioning. Children are rewarded daily for healthy efforts made in treatment. However, unhealthy, self-defeating, and antisocial behaviors are discouraged by predictable consequences (e.g., not earning full points, not earning privileges).

Morning and Evening meetings among residents and staff are used to review the day, discuss residents' level of functioning, address concerns, strengths, etc. Each successive level in the system encourages the resident to assume more responsibility, independence, and maturity. Age appropriate developmental milestones are emphasized and supported and these milestones are the framework within which the individualized treatment plans are implemented. Importantly, every day of the week there is a team meeting with all of the staff in the unit where information about each child's treatment plan and interventions are shared and discussed. In this way, a consistent approach is provided within the milieu.

Direct one-on-one supervision (at least one half hour per week) is provided to each Youth Development Counselor by their direct Supervisor. In addition, there are monthly in-service trainings that cover a variety of applicable topics for our Youth Development Counselors. All new hires participate in an in depth orientation program which include at least two weeks of shadowing an experienced counselor. All clinicians receive at least one hour per week of supervision with the Unit Director as well as an hour of group supervision.

Education: Vista Del Mar has a WASC accredited Non Public school with three self-contained classrooms in our CTF. Our goal is to not only provide continuity in the education process during the course of residential treatment, but to help the child make significant educational gains while the child is in placement at Vista Del Mar. Baselines in math and reading are established to monitor students' progress over time. Importantly, the teaching staff and unit staff work closely together to ensure that we are helping the children meet their IEP and mental health goals. Teaching staff participate in weekly cottage meetings with the residential staff and the unit clinician attends the IEPs. The identified interventions are delivered by the person/position that can best assist the child in each specific area.

Other Services: In addition to the services noted above, children can receive, as needed, medication support, psychological/psycho-educational testing, art therapy, movement therapy, tutoring, and chemical dependency counseling. Residents who have chemical dependency issues attend chemical dependency groups 2 times per week. They are assisted through an educational model combined with a 12 step approach. In addition, residents participate in our Intensive Day Treatment program. As needed, children are also referred for Wraparound interventions. We also have a Life Skills Department to assist children with developing and strengthening the skills needed which will enable them to function optimally when they are eventually on their own. Residents participate in groups where they learn how to write resumes and develop interview skills. They may attend Career Days, vocational trainings and Workability.

Importantly, Vista Del Mar provides ongoing training related to our treatment approach to assist staff with employing optimal interventions. There are two committees that meet regularly to identify areas where further training is needed and to then identify specific training topics. One committee is the Direct Care Staff Training Committee and the other one is the Clinical Staff Training Committee. We will also be providing more staff with

the opportunity to be trained in A.R.T. In addition, there is a monthly Team Interventions training in the CTF specifically geared to address treatment strategies related to working in that unit. This meeting is attended by our childcare staff as well as by our clinicians. We are also in the process of beginning a more intensive training program to assist staff with being able to better identify our common philosophical approach. We are looking at engaging Michael Perry, a specialist in residential program structure and interventions, to provide educational workshops to assist our staff in effective delivery of services.

Finally, our goal is to assist residents with strengthening their coping skills which will enable them to function in a less restrictive setting. From the day a child is admitted, the team gathers together weekly to discuss and explore discharge options and plans for each resident. To assist with this transition, all residents are given the opportunity to practice the skills that they are learning by participating in activities on the "main" campus. As they move up on our level system, they participate in activities with our level 12 residents including social skills groups, dinners, social events, off grounds outings, etc. They may attend school classes at our main NPS and participate in off grounds ILP classes. As children are able to consistently demonstrate that they are not a danger to themselves and/or others, it is our belief that they need to be supported with making a carefully planned transition to less restrictive settings. To further assist with this process, in collaboration with the Department of Mental Health, the Department of Children and Family Services and the Department of Probation, residents may be referred for Wraparound Services, TBS, and/or FSP.

In conclusion, Vista Del Mar incorporates a variety of models of intervention in order to help children succeed. No one model has been shown to be effective with such a diverse population which reflects social services, mental health and probation. Rather we look to evaluate our success based upon performance measures that suggest that we have met targeted goals and objectives, be they educational, social, developmental or behavioral. This individualizes each child’s needs recognizing their uniqueness rather than applying a “one size fits all” approach.

ATTACHMENT B

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

ARNOLD SCHWARZENEGGER, *Governor*

DEPARTMENT OF SOCIAL SERVICES
744 P Street, Sacramento, CA 95814

November 30, 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 of CTF Contract Extension

This responds to your September 17, 2007 letter and subsequent e-mail of October 4, 2007 to the California Department of Social Services (CDSS) which contained follow-up information in relation to your request for approval of five-year contract terms with two Community Treatment Facilities (CTF), through procurement by negotiation for the period of July 1, 2008 through June 30, 2013. In your e-mail, you indicate that that the original contracts in question were obtained through negotiation.

MPP section 23.621.12 provides that "Contracts with private individuals, firms, or agencies which are procured through negotiation are normally limited to a one-year term. Toward the end of the term, the criteria for procurement by negotiation contained in Section 23-650 shall be reapplied to determine whether or not the contract should be procured through formal advertising." As justification for this extension, you indicate that a longer contract term is necessary to ensure that the services provided to the targeted youth are continuous during the five-year waiver period, and that there is "little to no" competition for these services in the County, and cost savings.

Based on these justifications, CDSS has determined that good cause for extension of these contracts exists under MPP Section 23-650. Accordingly, your request is approved. 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