



PHILIP L. BROWNING  
Director

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

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

Board of Supervisors

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**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

December 10, 2013

10 December 10, 2013

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

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Supervisors:

**REQUEST TO APPROVE TWO CONTRACTS FOR THE PROVISION OF  
COMMUNITY TREATMENT FACILITY SERVICES**

**SUBJECT**

The Department of Children and Family Services (DCFS), the Probation Department (Probation) and the Department of Mental Health (DMH) seek to contract with Vista Del Mar Child and Family Services (Vista Del Mar) and Star View Children and Family Services (Star View) for the provision of Community Treatment Facility (CTF) services to children who are in need of placement and/or transition to a highly structured, safe, and secure environment that provides services and residential treatment beyond that which is provided by Group Home Rate Classification Level (RCL) 14 facilities.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and instruct the Chairman to execute the attached contracts (Attachments A and B), with Star View, a non-profit division under the Stars Behavioral Health Group, and Vista del Mar for the provision of CTF services effective January 1, 2014, or date of execution, whichever is later, through December 31, 2014, with four one-year renewal options. The annual cost of the contracts is \$2,283,000, financed using 25.32 percent (\$578,000) State revenue passed through DMH directly to DCFS, 60.40 percent (\$1,379,000) net County Cost (NCC) funds budgeted through DCFS' Assistance Payments, 4.38 percent (\$100,000) NCC remitted by Probation, and 9.90 percent (\$226,000) NCC in State realignment funds remitted through DCFS.

2. Delegate authority to the Directors of the DCFS, DMH, and the Chief Probation Officer, or their designees, to exercise each of the four one-year renewal options by written notice and instruct the Director of DCFS to notify the Board and the CEO within ten working days of issuing the written

notice to the contractor.

3. Delegate authority to Director of DCFS, or his designee, to execute future amendments to increase or decrease the Contract sum by no more than 10 percent of the original Maximum Contract Sum, if necessary, to accommodate any unanticipated need for an increase or decrease in the level of services provided that: a) sufficient funding is available; b) notice is given to County Counsel; and c) the Director of DCFS notifies the Board and the CEO in writing within ten working days of execution of such amendments.

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

The current CTF contracts expire on December 31, 2013, 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 and/or Probation.

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 an RCL 14 Group Home and are 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.

Vista Del Mar will continue to receive an additional supplemental rate of \$1,260 per month per child, as approved by your Board on June 4, 2008. 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.

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

The recommended actions are consistent with the principles of the County of Los Angeles Strategic Plan Goal #1 – Operational Effectiveness: Maximize the effectiveness of process, structure, and operations to support timely delivery of customer-oriented and efficient public service; and Goal #3 – Integrated Services Delivery: Maximize opportunities to measurably improve client and community outcomes and leverage resources through the continuous integration of health, community, and public safety services.

### **FISCAL IMPACT/FINANCING**

The annual cost for the contracts with Star View and Vista Del Mar from January 1, 2014, through December 31, 2014, and for each optional renewal year, is \$2,283,000. The annual cost for the contract with Star View is approximately \$1,200,000 and Vista Del Mar is approximately \$1,083,000.

The total monthly cost for CTF Services at Vista Del Mar is \$13,179 per child, and at Star View is

\$11,919 per child. Funding is included in the Department's FY 2013-14 Adopted Budget and will be included in the Department's FY 2014-15 Budget Request. The Budget will be 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 (\$2,604,165) federal, 33 percent (\$2,387,151) State, and 31 percent (\$2,242,476) NCC for a total of \$7,233,792.
- b. The annual cost of the contracts is \$2,283,000, financed using 25.32 percent (\$578,000) State revenue passed through DMH directly to DCFS, 60.40 percent (\$1,379,000) net County Cost (NCC) funds budgeted through DCFS' Assistance Payments, 4.38 percent (\$100,000) NCC remitted by Probation, and 9.90 percent (\$226,000) NCC in State realignment funds remitted through DCFS.

Both Star View and Vista Del Mar will be reimbursed at the RCL 14 rate of \$9,419 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 month per child, funded by State revenue and NCC. Vista Del Mar will receive an additional supplemental rate of \$1,260 per month per child, 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 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. Star View has the ability through their Psychiatric Health Facility (PHF) to provide increased intensive supervision and services, as needed, to the youth in their CTF. Placement in the PHF cannot be funded through Title IV-E dollars It is covered through a Memorandum of Understanding (MOU) between DCFS and DMH, for Star View to receive an additional \$68.08 supplemental stipend per day per child who requires increased intensive services at Star View PHF 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 the provider.

The County has no obligation to pay for any services exceeding the maximum contract sum. The contractor will not be asked to perform services that exceed the contract amount.

The CEO and County Counsel have reviewed the contracts and Board letter. The attached contracts have been approved as to form by County Counsel.

### **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 begun 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 the 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 January 1, 2014 through December 31, 2018. On July 17, 2012, DCFS received approval (Attachment C) 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 January 1, 2014 through December 31, 2018.

The Department has determined that a Cost-of-Living Adjustment (COLA) provision was not required for this contract.

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

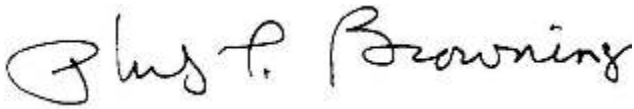
Approval of the recommended action will allow the CTF contractors to continue to provide CTF services without interruption.

### **CONCLUSION**

Upon approval of this contract by the Board, it is requested that the Executive Officer/Clerk of the Board send a copy of the adopted Board letter to:

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

Respectfully submitted,



PHILIP L. BROWNING  
Director



MARVIN J. SOUTHARD, D.S.W.  
Director of Mental Health



JERRY E. POWERS  
Chief Probation Officer

PLB:CMM:EM:  
LTI:KAF:fc

Enclosures

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

**COMMUNITY TREATMENT FACILITY SERVICES**

**BY AND BETWEEN  
COUNTY OF LOS ANGELES**



**AND**

**Star View Children and Family Services**

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

Department of Mental Health  
550 S. Vermont Avenue  
Los Angeles, California 90020

Probation Department  
9150 E. Imperial Highway  
Downey, California 90242

January 2014

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

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LIST OF EXHIBITS:

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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	Intentionally Omitted
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	TILP Agreement Sample
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Exhibit A-XIIc	Psychological/Other Examination Form DCFS 561(c)
Exhibit B	Community Treatment Facility Services (CDSS-approved) Program Statement
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 Acknowledgment and Confidentiality Agreement
Exhibit D-I	Contractor’s Employee Acknowledgment and Confidentiality Agreement
Exhibit D-II	Contractor’s Non- Employee Acknowledgment and Confidentiality Agreement
Exhibit E	Semi-Annual Expenditure Report
Exhibit E-I	Monthly Billing Report
Exhibit E-II	Intentionally Omitted
Exhibit F	Health and Safety Code 1522 and 1522.41(a-c)

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 16010
Exhibit I	CWS Handbook Procedural Guide 0060-530
Exhibit J	Statement of Dangerous Behaviors
Exhibit K	Notice to Employees Regarding Federal Earned Income Credit (FEIC)
Exhibit L	Payment Resolution Notification
Exhibit M	Community Treatment Facility Contract Investigation/Monitoring/Audit Remedies and Procedures
Exhibit N	Los Angeles County Code 2.203 (Jury Service Program Certification)
Exhibit O	Intentionally Omitted
Exhibit P	Contractor's Equal Employment Opportunity (EEO) Certification
Exhibit Q	FYI 02-08 Quality of Life
Exhibit R	Safely Surrendered Baby Law Fact Sheet
Exhibit S	Intentionally Omitted
Exhibit T	Community Treatment Facility Services Program Cost Report, SR 3
Exhibit U	Health and Safety Code, Sections 1180-1180.6
Exhibit V	Intentionally Omitted
Exhibit W	Intentionally Omitted
Exhibit X	Charitable Contributions Certification
Exhibit Y	County's Administration
Exhibit Z	Service Delivery Sites
Exhibit AA	Family Visitation Plan Guidelines
Exhibit BB	CONTRACTOR's Obligations Under Health Insurance Portability & Accountability Act (HIPAA)
Exhibit CC	Discharge Summary: Community Treatment Facility Services
Exhibit DD	Contractor's Administration
Exhibit EE	CTF Treatment Program
Exhibit FF	Shared Core Practice Model
Exhibit GG	Confidentiality of CORI Information
Exhibit HH	Client Coordinated Service Plan

**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES,  
DEPARTMENT OF MENTAL HEALTH, AND PROBATION DEPARTMENT**

Community Treatment Facility Services (hereinafter referred to as "Contract").  
This Contract is made and entered into this 1st day of January, 2014, by and between

County of Los Angeles  
hereinafter referred to as "COUNTY"

and

Star View Children and Family Services  
hereinafter referred to as "CONTRACTOR."

**RECITALS**

WHEREAS, the COUNTY has determined that it is legal, feasible, and cost-effective to contract for Community Treatment Facility 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, pursuant to Government Code Sections 26227, 31000 and 53703, COUNTY is permitted to contract for services; and

WHEREAS, this contract shall provide services 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;

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:

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## **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 agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II: Standard Terms and Conditions, Section 7.0 -Changes and Amendments, and signed by both parties.
- 1.2 Exhibits A through 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 or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, Exhibits A through HH
- 1.5 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  |
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| 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                           |
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| Exhibit A-XIIb | Dental Examination Form DCFS 561(b)  |
| Exhibit A-XIIc | Psychological/Other Examination Form DCFS 561(c)   |
| Exhibit B      | Community Treatment Facility Services (CDSS-approved) Program Statement                        |
| Exhibit B-I    | Contractor’s Payment Rate  |

Exhibit C	Office of Management and Budget (OMB) Circular No. A-122
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Exhibit CC	Discharge Summary: Community Treatment Facility Services

Exhibit DD	Contractor's Administration
Exhibit EE	CTF Treatment Program
Exhibit FF	Shared Core Practice Model
Exhibit GG	Confidentiality of CORI Information
Exhibit HH	Client Coordinated Service Plan

## 2.0 DEFINITIONS

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

- 2.1 "Aid to Families with Dependent Children-Foster Care (AFDC-FC)" shall be defined as cash and Medi-Cal benefits for children/youth placed into foster care by the County of Los Angeles, who meet the eligibility requirements specified in applicable State and federal regulations and laws. Monies are paid using Title IV-E foster care funds: AFDC-FC is administered by DCFS.
- 2.2 "California Department of Health Care Services (DHCS)" shall be defined as the state department that certifies facilities as community treatment facilities and issues a certificate of compliance.
- 2.3 "California Department of Social Services (CDSS)" shall be defined as the state department that authorizes licensing of out-of-home care facilities through its Community Care Licensing Division (CCLD).
- 2.4 "Community Care Licensing Division (CCLD)" shall be defined as the division of CDSS that licenses a facility as a community treatment facility once DHCS has issued a certificate of compliance.
- 2.5 "Caregiver" shall be defined as any individual legally authorized to be responsible for the care and supervision of a Placed Child/Youth, including CTF staff members and manager.
- 2.6 "Case plan" shall be defined as the time-sensitive document crafted by the Placed Child/Youth's Team in collaboration with DCFS or Probation case managers that identifies the Placed Child/Youth's underlying needs, outlines actions and services consistent with all orders of the Juvenile Court designed to remedy the risks to the Placed Child/Youth and assists the Placed Child/Youth and family in successfully reaching reunification or other permanency and self-sufficiency goals.
- 2.7 "Child & Family Team" shall be defined as individuals responsible for the care, supervision, assessment, treatment and/or other service provision for the Placed Child/Youth as well as other relevant family, school or community members who are informal resources for the Placed Child/Youth collaborate to identifying strengths, unmet needs as well as to plan the interventions that may address these needs. The members include but are not limited to the COUNTY representatives, County Workers and supervisors, Placed Child/Youth age 10 or older if appropriate, parents and legal guardians, conservators, or caregivers and any other individuals including siblings, if appropriate.

- 2.8 “Child/Youth” shall be defined as a person under 18 years of age, who is seriously emotionally disturbed as defined in Section 5600.3 of the Welfare and Institutions Code, including those individuals 18 through 21 years of age as specified in Section 1924(b) of the California Code of Regulations, Title 9, Chapter 11.
- 2.9 “Child Health and Disability Prevention (CHDP)” is a state program that authorizes medical and dental professionals to conduct complete health assessments for the early detection and prevention of disease and disabilities in children and youth. The assessment includes (1) health history, (2) full physical exam, (3) developmental, nutritional and dental assessments, (4) vision and hearing tests, (5) laboratory tests for anemia, tuberculosis, and lead poisoning or other identified or suspected problems, and (6) immunizations at specified intervals and/or as needed. [Details available at: [http://publichealth.lacounty.gov/cms/provider\\_finder.htm](http://publichealth.lacounty.gov/cms/provider_finder.htm)].
- 2.10 “Community Treatment Facility (CTF)” shall be defined as a facility certified by the California Department of Health Care Services (DHCS) and licensed by the California Department of Social Services (CDSS) Community Care\_Licensing Division (CCLD) It is the only residential group setting available outside the psychiatric hospital for seriously emotionally disturbed children/youth as defined in Welfare and Institutions Code 5600.3 As a facility that has the capacity to provide secure and locked containment, a CTF provides the safest, most-structured setting with the highest staff-to-child ratios for children/youth with the most severe psychiatric and behavioral problems.
- 2.11 “Conservator” shall be defined as a person appointed pursuant to Section 5350 of the Welfare and Institutions Code. In the event the Child/Youth has a conservator and a parent(s), the conservator shall take precedence.
- 2.12 “CTF Administrator” shall be defined as the individual whose duties are to oversee and manage all personnel, financial, operational and programmatic aspects of the facility as specified in Title 22, Division 6, Sections 84064 of Chapter 5, and Section 84164 of Subchapter 1.
- 2.13 “County Worker” shall be defined as a an employee of the County of Los Angeles representing the Department of Children or Family Services as a Children Services Worker (CSW); the Department of Mental Health Case Manager; or the Probation Department as a Deputy Probation Officer (DPO).
- 2.14 “COUNTY Program Manager (CPM)” shall be defined as the COUNTY representative responsible for administering the programmatic services of this Contract, the daily management of this CONTRACTOR’S operation, and for the oversight of monitoring Contract activities to ensure that CONTRACTOR complies with all requirements of the Contract.
- 2.15 “Court-Appointed Special Advocate (CASA)” shall be defined as the court-appointed person who advocates for the Placed Child/Youth’s needs and best interests and provides the court with written recommendations.

- 2.16 “Corrective Action Plan (CAP)” shall be defined as the document that serves as CONTRACTOR’S commitment to remedy deficiencies in its CONTRACTED service delivery response to findings uncovered by the COUNTY.
- 2.17 “Early Periodic Screening, Diagnosis and Treatment (EPSDT)” shall be defined as Medicaid’s comprehensive and preventive child health program for individuals under age 21. The EPSDT program consists of mutually supportive, operational components: (1) assuring the availability and accessibility of required health care resources; and (2) helping Medicaid recipients and their parents or guardians effectively use these resources.
- 2.18 “Family Visitation Guidelines” shall be defined as the document issued by the Juvenile Court Visitation Committee of the Los Angeles Superior Court that sets down specific instructions for the development and implementation of a Family Visitation Plan for each Placed Child/Youth. [Exhibit AA]
- 2.19 “Family Visitation Plan (FVP)” shall be defined as the visitation plan for the Placed Child/Youth’s family and friends that aligns with the orders of the Juvenile Court, the approved Case Plan, and the Family Visitation Guidelines. The FVP should best be developed by a TEAM.
- 2.20 “Health and Education Passport (HEP)” shall be defined as the document containing a summary of a Placed Child/Youth’s health and education information: an organized file for DCFS— for Probation. The caregiver keeps a current copy of the Passport, along with the health and education forms in a file. This file shall follow the child/youth to all placements. The Passport shall accompany the child/youth to all medical, dental and educational appointments. The Passport file in its entirety is given to the Placed Child/Youth upon reaching self-sufficiency and emancipation. The DCFS HEP consists of four – sections: (1) – placement documents; (2) – medical, dental and immunization documents; (3) educational documents; and (4) enhancement and other documents such as photos, awards, honors, and Life Book items filed in the back.
- 2.21 “Individualize Education Plan (IEP)” shall be defined as the written document that is developed by a team that includes the professionals involved in the child/youth’s education and the child/youth’s parents. The IEP must contain present levels of educational performance; annual goals including benchmarks or short-term objective; a listing of the special education and related services that are required to meet the child/youth’s needs including the dates, frequency, location and duration of services. The IEP must be reviewed at least annually.
- 2.22 “Individuals with Exceptional Needs” shall be defined as youth ages 18 to 22 who meet the definition in Section 1924(b) of Chapter 12, Title 9, California Code of Regulations.
- 2.23 “Interagency Placement Screening Committee (IPSC)” per Welfare and Institutions Code 4096(c) shall be defined as the mechanism through which children/youth are reviewed and approved for placement into the CTF or psychiatric hospitalization. The Committee must have at least one representative from LA County Department of Mental Health as well as



representatives from the Department of Children and Family Services and Probation as well as other relevant representatives.

- 2.24 “Licensed Mental Health Professional Staff” shall be defined as a psychiatrist, clinical psychologist, licensed marriage and family therapist, licensed clinical social worker or licensed registered nurse with a masters or doctorate degree in psychiatric nursing.
- 2.25 “Licensed Nursing Staff” shall be defined as a licensed registered nurse, a licensed vocational nurse, or a licensed psychiatric technician.
- 2.26 “Mental Health Program Director” shall be defined as a licensed mental health professional who has been designated by a CTF’s certificate holder to oversee and implement the overall mental health treatment program.
- 2.27 “Multi-Disciplinary Team (MDT)” shall be defined as an inter-agency team made up of staffs from Probation, DCFS WIC241.1 Unit, DMH, and educational advocates that oversees all joint assessments, court reports, service linkages and case monitoring for all youths who are found to be dependents of both Dependency and Delinquency Courts and are under dual supervision of DCFS and Probation.
- 2.28 “Needs and Services Plan (NSP)” shall be defined as a comprehensive individualized, time-limited, goal-oriented plan developed by CONTRACTOR identifying the specific needs of an individual Placed Child/Youth including but not limited to those items specified in California Code of Regulations, Title 22, Division 6, Chapter 5, Section 84068.2, which delineates the Services necessary to meet the child/youth’s identified needs and achieve the desired outcomes for that child/youth. The initial NSP shall be completed within 15 days of admission and reviewed at a minimum of 30 days and followed with Quarterly Reports.
- 2.29 “Non-Secure Portion of the Facility” shall be defined as that part of a CTF which has entrances and exits, including windows, which are not controlled with locking mechanisms allowing egress or ingress from the premises to the children housed in this portion of the facility.
- 2.30 “Out-of-Home Care Management Division (OHCMD)” shall be defined as the overseeing section of DCFS responsible for the monitoring of group home and CTF programs and contract compliance.
- 2.31 “Overpayments” - means those payments defined by MPP 43-304.1.11 "any amount of aid paid which a foster care provider received on behalf of a child to which the provider was not entitled or an expenditure made by a Group Home provider not in conformity with Section 11-404." Amounts a provider are not entitled to also includes amounts paid where the provider did not care for the child for the period of time the child was no longer in the home and may include a temporary absence. AFDC-FC Overpayments are governed by MPP 11-425, 22-001, 22-003, 22-009 and 45-302 through 45-306 and 11-404 inclusive.”

- 2.32 “Permanency” shall be defined as a stable and unchanging living situation. Permanency is the goal for all children/youth. The most desired outcome in permanency, if reunification is not appropriate, is adoption.
- 2.33 “Permanency Team” shall be defined as a team organized by the Probation Department and is responsible for overseeing the long term plans for all Placed Children/Youth under the jurisdiction of Delinquency Court.
- 2.34 “Placed Child/Youth” or “Children/Youth” shall be defined as any child/youth or children/youth placed by COUNTY receiving services from CONTRACTOR pursuant to this Contract.
- 2.35 “Placement Administration Services (PAS) Unit” shall be defined as the overseeing section of the Probation Department responsible for the monitoring the placement of Probation foster youth and for all fiscal matters related to the placement.
- 2.36 “Placement Permanency & Quality Assurance/Group Home Monitoring Investigations (PPQA/GHM) Unit” shall be defined as the overseeing section of the Probation Department responsible for monitoring of group home and CTF programs and contract compliance.
- 2.37 “Professional Treatment Team” shall be defined as an on-site interagency team led by the mental health professionals to ensure that a comprehensive individualized NSP and Quarterly Reports are developed to: (1) meet the needs of the Placed Child/Youth, (2) outline the role of all persons having contact with the Placed Child/Youth in following the plan, (3) track and review progress, and (4) adjust every 30 days to assist in readying the Placed Child/Youth for transitioning to a less restrictive placement or permanent plan. The Professional Treatment Team will base its plans and interventions on the plans made with the DCFS Child and Family Team or the Probation MDT.
- 2.38 “Quality Improvement (QI)” shall be defined as a method of continuous quality assurance and improvement that takes the results of periodic reviews and monitoring and immediately modifies operational the processes and procedures to prevent re-occurrences of similar problems.
- 2.39 “Restraint” shall be defined as any intervention that restricts a person’s freedom of movement, including seclusion, physical activity or access to his/her body that is not part of a consented medical diagnosis or treatment.
- 2.40 “Reunification” shall be defined as a time-limited foster care services to prevent or remedy abuse, neglect or exploitation when a child/youth cannot safely remain at home and needs temporary foster care while services are provided to reunite the family. Reunification services shall not exceed 12 months except for an additional period of up to six months by order of the court. Exceptions include Welfare and Institutions Code Sections 361.5 (b) and 361.5 (e), which provide for non-reunification.
- 2.41 “Seclusion” shall be defined as an intervention where a child/youth’s has his or her movement, activities and contact with others limited by a staff member who

places the child/youth in a designated room or part of the facility where the child/youth is prevented from physically leaving for a period of time.

- 2.42 “Secure Portion of the Facility” shall be defined as that part of a CTF which has entrances and exits, including windows, which are controlled with locking mechanisms that are inaccessible to the children/youth. Any additional outside spaces and recreational areas that are attached to the facility must similarly be enclosed to preclude egress or ingress from the premises.
- 2.43 “Self-Sufficiency” shall be defined as being able to meet one’s basic needs for food, shelter, income and overall functioning. It is complimentary to the goal of permanency in that people function better when surrounded by loving and caring adults. It includes a set of skills and community resources that are needed for a youth to emancipate successfully and function outside of the foster care system. A listing of the minimum skills and resources are included in the Temporary Independent Living Plan (TILP).
- 2.44 “Service Delivery Site”: facilities certified as CTF by California Department of Health Services and licensed by the California Department of Social Services.
- 2.45 “Seriously Emotionally Disturbed Child or Adolescent” shall be defined pursuant to Welfare and Institutions Code Section 5600.3(a)(2) 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 primary substance use disorder or developmental disorder, which results in behavior inappropriate to the child/youth’s age according to expected developmental norms.”
- 2.46 “Serious Incident Report (SIR)” shall be defined as the required documentation of reportable incidents including but not limited to: (1) death or injury of a child/youth; (2) report of maltreatment by the caregiver to DCFS or law enforcement; (3) hospitalization of a child/youth; (4) violation of any licensing regulation by the service provider; or (5) a delinquent act by the child/youth including by not limited to running away or committing violent acts against persons or property.
- 2.47 “Service” or “Services” shall be defined as the CONTRACTOR’S obligations under this Contract to perform the services specified therein.
- 2.48 “Social Worker” shall be defined as a person with a graduate degree from an accredited school of social work or an alternative related degree approved by written waiver from the licensing agency (CCLD).
- 2.49 “Special Incident Reporting Via the i-Track System” shall be defined as the reporting requirements in Title 22, Division 6, Chapter 1, Section 80061 and Chapter 5, Section 84061, through which CONTRACTOR must notify DCFS of incidents via the i-Track web-based system at the following link: <https://itrack.dcfslacounty.gov> (Exhibit A-VIII).
- 2.50 “Specified Persons” shall be defined as individuals identified to participate in clinical and quality reviews required within 24 hours of any seclusion or

behavioral restraint intervention. They include (1) the person secluded or restrained and if requested by this person the person's family member, domestic partner, significant other or authorized representative; (2) the staff members involved in the intervention; and (3) a supervisor, if reasonably available.

- 2.51 "State" - means the government of California.
- 2.52 "State Manual of Policies and Procedures" - means the regulations found in the Manual of policies and procedures issued by the State of California Health and Human Services Agency, Department of Social Services (CDSS).
- 2.53 "Team" shall be defined as a "Child & Family Team" (CFT) in DCFS and as either a "Multi-Disciplinary Team" (MDT) or "Permanency Team" in Probation.
- 2.54 "Transitional Independent Living Plan (TILP)" shall be defined as a planning tool to assist youth in becoming self-sufficient. The TILP is used to link the youth to services and/or providing emancipation related activities for transitional age youth (TAY). The focus is for youths 16 years or older.
- 2.55 "Well-Being" shall be defined as optimal emotional, physical, social and psychological, and educational condition of the Placed Child/Youth
- 2.56 "Youth Development Services (YDS)" shall be defined as is a specialized division of DCFS that provides services for youths 14 years and older.

### **3.0 TERM**

- 3.1 The term of this Contract shall commence on January 1, 2014, or the date of execution by the Director of DCFS, Director of DMH, and Chief Probation Officer, whichever is later, and shall expire on December 31, 2014, or one year from the date of execution by the Director of DCFS, whichever is later, unless terminated earlier or extended, in whole or in part, as provided in this Contract.
- 3.2 COUNTY shall have the sole option to extend the Contract term for up to four additional one-year periods, for a maximum total Contract term of five years. Each such option and extension shall be exercised at the sole discretion of the Director of DCFS, Director of DMH and the Chief Probation Officer by written notice to the CONTRACTOR, provided that approval of County's Chief Executive Office (CEO) is obtained prior to any such extension.
- 3.3 COUNTY will issue a written start work notice to CONTRACTOR indicating when services under this Contract can begin. CONTRACTOR shall not begin any services under this Contract without such written start work notice from the COUNTY. COUNTY has the right to issue a written stop work order whenever the COUNTY deems that it is in its best interest to do so, and CONTRACTOR shall stop work immediately upon receipt of such written stop work notice.
- 3.4 CONTRACTOR shall notify COUNTY when this Contract is within six (6) months from the expiration of the term. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY Program Manager.

- 3.5 The term of this Contract may also be extended by the Director of DCFS by written notice to the CONTRACTOR 60 days prior to the expiration of the contract term, after CEO approval, for a period not to exceed six months beyond December 31, 2018, if such additional time is necessary to complete the negotiation or solicitation of a new Contract.

#### 4.0 PAYMENT RATE

- 4.1 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-I) and in accordance with the payment, invoice, and review provisions set forth further described in Part I, Section 6.0, Invoices and Payments.
- 4.2 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 8.1.14 for CTF cost not reimbursed from other funding sources. CONTRACTOR will work with COUNTY to maximize revenue from non-COUNTY sources.
- 4.3 CONTRACTOR agrees:
- 4.3.1 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.
- 4.3.2 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.
- 4.3.3 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.

4.3.4 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 C-III). 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 7.0, Changes and Amendments, hereof, CONTRACTOR shall prepare and submit an amended Budget.

4.4 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.

## **5.0 INSURANCE REQUIREMENTS**

### **5.1 General Insurance Requirements**

5.1.1 Without limiting CONTRACTOR's indemnification of the COUNTY, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, CONTRACTOR shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Part I: Unique Terms and Conditions, Section 5.0 - Insurance Requirements, Sub-sections 5.1 and 5.2 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon CONTRACTOR pursuant to this Contract. The COUNTY in no way warrants that the Required Insurance is sufficient to protect the CONTRACTOR for liabilities which may arise from or relate to this Contract.

5.1.2 Evidence of Coverage and Notice to COUNTY: A certificate(s) of insurance coverage (Certificate) satisfactory to COUNTY, and a copy of an Additional Insured endorsement confirming COUNTY and its Agents (defined below) has been given Insured status under the CONTRACTOR's General Liability policy, shall be delivered to COUNTY at the address shown below and provided prior to commencing services under this Contract.

5.1.3 Renewal Certificates shall be provided to COUNTY prior to CONTRACTOR's policy expiration dates. The COUNTY reserves the right to obtain complete, certified copies of any required CONTRACTOR and/or Sub-Contractor insurance policies at any time.

- 5.1.4 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the CONTRACTOR identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any COUNTY required endorsement forms.
- 5.1.5 Neither the COUNTY's failure to obtain, nor the COUNTY's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the CONTRACTOR, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of required additional endorsements shall be sent to:

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

- 5.1.6 CONTRACTOR also shall promptly report to COUNTY any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to CONTRACTOR. CONTRACTOR also shall promptly notify COUNTY of any third party claim or suit filed against CONTRACTOR or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.
- 5.1.7 Additional Insured Status and Scope of Coverage: The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under CONTRACTOR's General Liability policy with respect to liability arising out of CONTRACTOR's ongoing and completed operations performed on behalf of the COUNTY. COUNTY and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the CONTRACTOR's acts or omissions, whether such liability is attributable to the CONTRACTOR or to the COUNTY. The full policy limits and scope of protection also shall apply to the COUNTY and its Agents as an additional insured, even if they exceed the COUNTY's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is

acceptable providing it satisfies the Required Insurance provisions herein.

- 5.1.8 Cancellation of or changes in Insurance: CONTRACTOR shall provide COUNTY with, or CONTRACTOR'S insurance policies shall contain a provision that COUNTY shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to COUNTY at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the COUNTY, upon which the COUNTY may suspend or terminate this Contract.
- 5.1.9 Failure to Maintain Insurance: CONTRACTOR's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which COUNTY immediately may withhold payments due to CONTRACTOR, and/or suspend or terminate this Contract. COUNTY, at its sole discretion, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, the COUNTY may purchase the Required Insurance, and without further notice to CONTRACTOR, deduct the premium cost from sums due to CONTRACTOR or pursue CONTRACTOR reimbursement.
- 5.1.10 Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the COUNTY with A.M. Best ratings of not less than A: VII unless otherwise approved by COUNTY.
- 5.1.11 CONTRACTOR's Insurance Shall Be Primary: CONTRACTOR's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to CONTRACTOR. Any COUNTY maintained insurance or self-insurance coverage shall be in excess of and not contribute to any CONTRACTOR coverage.
- 5.1.12 Waivers of Subrogation: To the fullest extent permitted by law, the CONTRACTOR hereby waives its rights and its insurer(s)' rights of recovery against COUNTY under all the Required Insurance for any loss arising from or relating to this Contract. The CONTRACTOR shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
- 5.1.13 Sub-Contractor Insurance Coverage Requirements: CONTRACTOR shall include all Sub-Contractors as insureds under CONTRACTOR's own policies, or shall provide COUNTY with each Sub-Contractor's separate evidence of insurance coverage. CONTRACTOR shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the COUNTY and CONTRACTOR as additional insureds on the Sub-Contractor's General Liability policy. CONTRACTOR shall obtain



COUNTY's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

- 5.1.14 Deductibles and Self-Insured Retentions (SIRs): CONTRACTOR's policies shall not obligate the COUNTY to pay any portion of any CONTRACTOR deductible or SIR. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate policy deductibles and SIRs as respects the COUNTY, or to provide a bond guaranteeing CONTRACTOR's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- 5.1.15 Claims Made Coverage: If any part of the Required Insurance is written on a claim made basis, any policy retroactive date shall precede the effective date of this Contract. CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.
- 5.1.16 Application of Excess Liability Coverage: CONTRACTORS may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.
- 5.1.17 Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
- 5.1.18 Alternative Risk Financing Programs: The COUNTY reserves the right to review, and then approve, CONTRACTOR use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The COUNTY and its Agents shall be designated as an Additional Covered Party under any approved program.
- 5.1.19 COUNTY Review and Approval of Insurance Requirements: The COUNTY reserves the right to review and adjust the Required Insurance provisions, conditioned upon COUNTY's determination of changes in risk exposures.

## 5.2 Insurance Coverage Requirements:

- 5.2.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming COUNTY and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$5 million

Products/Completed Operations Aggregate: \$5 million

Personal and Advertising Injury: \$2 million

Each Occurrence: \$2 million

- 5.2.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$2 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of CONTRACTOR's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- 5.2.3 Workers' Compensation and Employer's Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If CONTRACTOR will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the COUNTY as the Alternate Employer, and the endorsement form shall be modified to provide that COUNTY will receive not less than 30 days advance written notice of cancellation of this coverage provision. If applicable to CONTRACTOR's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.
- 5.2.4 Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$4 million per claim and \$4 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of sexual nature.
- 5.2.5 Professional Liability: Insurance covering CONTRACTOR's liability arising from or related to this Contract, with limits of not less than \$4 million per claim and \$2 million aggregate. Further, CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three years following this Agreement's expiration, termination or cancellation.

## **6.0 INVOICES AND PAYMENTS**

### CONTRACTOR's Responsibilities:

- 6.1 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. CONTRACTOR shall be paid only for the work performed as specified in the Contract and any amendments thereto.

- 6.1.1 CONTRACTOR shall complete and submit voucher in arrears, for Services rendered in the previous month. All vouchers shall be 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

- 6.1.2 If CONTRACTOR has Probation placements, CONTRACTOR shall complete and submit the Probation pay voucher (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

- 6.1.3 CONTRACTOR shall complete the Monthly Billing Report (Exhibit E-I) for the service rendered in previous month and shall be sent by the 7<sup>th</sup> 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

- 6.1.4 CONTRACTOR shall submit an invoice in arrears for services rendered in the previous month. CONTRACTOR shall make its best efforts to submit all invoices within 30 days of the last day of the month in which the service was rendered. Any invoice submitted more than 30 days after the last day of the month in which the services were rendered shall constitute a "past due invoice." Past due invoices shall be submitted no later than 60 days after the last day of the month in which the services were rendered. Notwithstanding any other provision of this Contract, CONTRACTOR and COUNTY agree that the COUNTY shall have no obligation whatsoever to pay any past due invoices which are submitted more than 60 days after the last day of the month in which the services were rendered. COUNTY may, in its sole discretion, pay some or all of a past due invoice which CONTRACTOR has submitted more than 60 days after the last day of the month in which services were rendered provided sufficient funds remain available under this Contract. These same time frames shall also apply to the submission of the CONTRACTOR's final invoice.

- 6.1.5 Whether or not federal dollars will be used to pay for services under this Contract, 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) Circular, A-122. CONTRACTOR is responsible for obtaining the most recent version of the OMB Circulars which are available online via the Internet at <http://www.whitehouse.gov/omb/circulars/index.html>

- 6.1.6 Payment to CONTRACTOR will be made in arrears on a monthly basis for services performed, provided that the CONTRACTOR is not in default under any provision of this Contract. COUNTY has no obligation to pay for any work except those services expressly authorized by this Contract.
- 6.1.7 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR's Tax Identification Number. Furthermore, the Tax Identification Number is necessary for processing payment, as required by the County Auditor-Controller.
- 6.1.8 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by CONTRACTOR and to notify COUNTY of any overpayments received by CONTRACTOR. Any overpayment received by CONTRACTOR, as determined by COUNTY Program Manager, or designee, shall be returned to COUNTY by CONTRACTOR within 30 days of receiving notification of such overpayment from the COUNTY, or may be set off at COUNTY's election against future payments due CONTRACTOR. Notwithstanding any other provision of this Contract, CONTRACTOR shall return to COUNTY any and all payments, which exceed the Maximum Contract Sum. Furthermore, CONTRACTOR shall return said payments within 30 days of receiving notification of overpayment from the COUNTY or immediately upon discovering such overpayment, whichever date is earlier.
  - 6.1.8.1 Interest charges pertaining to notification of incorrect specified payments, which are defined as Overpayments will be governed by MPP 45-305.3.33 and 45-306, inclusive. Interest on defined Overpayments shall be collected and interest assessed as set forth in MPP 45-305.3.34 and MPP 11-402.66 inclusive, and any other related State regulations pertaining to the application of interest for Overpayments.
  - 6.1.8.2 If COUNTY identifies an Overpayment, governed by MPP 45-304 through 45-306 and 11-404, inclusive, COUNTY will comply with MPP 45-304.1.122 and 126. COUNTY will provide CONTRACTOR with State Form Notice of Action 1261 as required by MPP 45-305.1 and a voluntary repayment agreement for the overpaid amount identified by CONTRACTOR. The repayment agreement will be in compliance with MPP 45-305.2.231 (a)-(d).

- 6.1.9 In the event COUNTY discovers a payment made to CONTRACTOR which can be defined as an Overpayment, for incorrect or inaccurate invoices, for which CONTRACTOR was paid or amounts expended not in conformity with MPP 11-404, inclusive, as defined and governed by MPP 45-304.1.11, 45-304 through 45-306 and 11-404, inclusive, during the term or discovered within five years after expiration of the contract or contract extension, COUNTY, after review of MPP 45-304.1.126 and 45-304.4, will issue CONTRACTOR a written State Form Notice of Action 1261 on collectible amount.
- 6.1.9.1 Thereafter, CONTRACTOR and COUNTY shall attempt to resolve the Overpayment prior to any informal or formal action taken by CONTRACTOR. If resolved voluntarily in favor of COUNTY, CONTRACTOR'S voluntary agreement to repay shall be in compliance with MPP 45-305.2.21 through 45-305.23.231(a)-(b).
- 6.1.9.2 If not resolved voluntarily, COUNTY may institute involuntary collection remedies pursuant to MPP 45-305.3 and Overpayment recoupment actions required by MPP 45-304.3. CONTRACTOR may request an informal hearing and/or State fair hearing, or both, as provided pursuant to MPP 45-306.1 through .3, inclusive. CONTRACTOR will have 30 days from the date COUNTY mails the State Form Notice of Action 1261 to request the informal hearing.
- 6.1.9.3 If the informal hearing is requested, COUNTY will conduct an informal hearing in accordance with the procedures set forth in MPP 45-306.1 through .2, inclusive. CONTRACTOR, if forgoing an informal hearing, must request the State fair hearing within 90 days from the date COUNTY mailed the State Form Notice of Action 1261.
- 6.1.9.4 If CONTRACTOR has requested an informal hearing and desires a State Fair Hearing, CONTRACTOR must request the State Fair Hearing within 90 days of the date that CONTRACTOR did not appear at the informal hearing, the date of the informal decision by COUNTY, or the date of withdrawal of request for informal hearing, whichever is earlier. Once due process has expired or administrative remedies are exhausted in favor of COUNTY, COUNTY may seek additional recourse for collection in compliance with MPP 45-304 through 45-306, inclusive, including interest and other remedies as set forth in the CONTRACT, by and between COUNTY and CONTRACTOR.
- 6.1.9.5 In matters involving Overpayments, governed by MPP 45-304 through 45-306 and 11-404 inclusive, and if the amount is determined collectible, CONTRACTOR will have 30 days from the date of COUNTY'S mailing of a State Form Notice of Action 1261, to request an informal hearing. The informal hearing

process, if elected by CONTRACTOR, will be compliant with hearing procedures set forth in MPP 45-306.1 through 3. CONTRACTOR may, at its election, forgo an informal hearing and request a State Fair Hearing within 90 days from the date of COUNTY'S mailing of State Form Notice of Action 1261. If CONTRACTOR has requested an informal hearing and desires a State Fair Hearing, CONTRACTOR must request the State Fair Hearing within 90 days of the date that CONTRACTOR did not appear at the informal hearing, the date of the informal decision by COUNTY, or the date of withdrawal of request for informal hearing, whichever is earlier. Failure to meet the respective time periods to request a hearing, either informal or formal, shall foreclose requests for due process set forth in MPP 45-306.1 through .3, and will result in the collection by COUNTY pursuant to MPP 45-304 through 45-305 and 11-402.66, inclusive, including the implementation of additional contractual actions set forth in this Contract.

6.2 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. It is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted and to notify COUNTY within 30 days of the receipt of any payment that is incorrect.

6.2.1 All correspondence regarding payment errors shall be sent by either facsimile or first class mail, or by electronic mail.

6.2.2 In the event CONTRACTOR identifies an excess payment made by COUNTY, CONTRACTOR shall notify COUNTY by written notice and upon written confirmation by COUNTY of the excess payment amount, CONTRACTOR shall return all excess payments within 30 days to:

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

And a duplicate copy of the notices/payment to:

County of Los Angeles,  
Department of Children and Family Services  
Attention: Mary A. Nichols, Program Manager  
Treatment Foster Care Program Manager  
Bureau of Clinical Resources & Services  
9320 Telstar Ave., Suite 215  
El Monte, CA 91731

6.2.3 CONTRACTOR shall return the excess payment to COUNTY, or enter into a payment agreement with

COUNTY, to repay the excess amount received, within another mutually agreed upon time frame. CONTRACTOR may register a notice of dispute with accompanying documents to:

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

- 6.2.4 If CONTRACTOR registers a notice of dispute pursuant to this Subsection, collection efforts will be suspended at that time until a final resolution to the appeal has been made. The Division Chief will evaluate the adequacy of the CONTRACTOR's written response within 25 calendar days of DCFS' receipt of CONTRACTOR's written response, and will provide CONTRACTOR with DCFS' written response, which sets forth the required DCFS CAP. Should CONTRACTOR disagree with the contents of the CAP, CONTRACTOR shall submit a response to it within 15 business days to DCFS Fiscal Monitoring Section. DCFS will review the CONTRACTOR's response to the CAP and issue a final Required CAP within five calendar days.
- 6.3 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.
- 6.4 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.
- 6.5 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: Unique Terms and Conditions, Section 13.0 – Confidentiality.
- 6.6 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 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.

- 6.7 CONTRACTOR agrees placement lasting less than a full month shall be prorated. Placement 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 days. Probation will not pay for an open bed for a period in excess of three days.
- 6.8 Suspension and withholding of payment: In addition to other remedies, COUNTY reserves the right to suspend or withhold all payments to CONTRACTOR if required reports are not provided to COUNTY on a timely basis; if there are continuing deficiencies in CONTRACTOR's reporting, record keeping or invoicing requirements; or if CONTRACTOR's performance of the work is not adequately evidenced or performed.
  - 6.8.1 COUNTY has the right to delay payment or not make payment, per MPP 45-303.2 -.5, inclusive, and condition CONTRACTOR'S payments on timely submittal of invoices and the provision of requested information, by a date certain. Delay in providing this information as set forth, may result in delay of payment, not to exceed 15 days from the date after the information is submitted to COUNTY, including relevant verifications, upon COUNTY request. The failure to provide required confirmation may result in COUNTY not making payment."
- 6.9 COUNTY's Responsibilities:
  - 6.9.1 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 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>.

- 6.9.2 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.
- 6.9.3 COUNTY will resolve payment discrepancies within thirty (30) Days of receipt of the Payment Resolution Notification Form (Exhibit L). 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 30 days of written notice of payment resolution to CONTRACTOR.
- 6.9.4 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 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 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
- 6.9.5 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.

## **7.0 DESCRIPTION OF SERVICES**

- 7.1 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 (Exhibit EE).

- 7.2 COUNTY may, during the term of this Contract, request that CONTRACTOR make revisions to its Program Statement by notifying CONTRACTOR in writing 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: Standard Terms and Conditions, Section 7.0 - Changes and Amendments.
- 7.3 Nothing herein establishes a right of CONTRACTOR to the placement of children by COUNTY, or of the continued placement of children by COUNTY.
- 7.3.1 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.
- 7.3.2 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.
- 7.3.3 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.

## **8.0 STATE LICENSE**

- 8.1 CONTRACTOR shall maintain a CTF license issued by the California Department of Social Services, CCLD Division, throughout the term of the Contract.
- 8.2 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.

## **9.0 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.

## **10.0 OTHER SOURCES OF INCOME**

10.1 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

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

10.3 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.

10.4 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.

## **11.0 HOLD STATUS, DO NOT REFER STATUS, DO NOT USE STATUS, CORRECTIVE ACTION PLAN**

11.1 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 11.2, 11.3, and 11.4 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 M - DCFS/Probation Community Treatment Facility Contract Investigation/Monitoring/Audit Remedies and Procedures that also applies to CTF program.

11.2 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 M - DCFS/DMH Community Treatment Facility Contract Investigation/Monitoring/Audit Remedies and Procedures.

### 11.3 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 11.1, and as further described in Exhibit M - DCFS/Probation Community Treatment Facility Contract Investigation/Monitoring/Audit Remedies and Procedures.

### 11.4 Do Not Refer Status

11.4.1 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 11.1, and as further described in Exhibit M - DCFS/Probation Community Treatment Facility Contract Investigation/Monitoring/Audit Remedies and Procedures.

11.4.2 When DNR Status is implemented, a CAP may be established, as provided in Exhibit M - DCFS/Probation Community Treatment Facility 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 M - DCFS/Probation Community Treatment Facility Contract Investigation/Monitoring/Audit Remedies and Procedures.

### 11.5 Do Not Use Status

11.5.1 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 11.1, and as further described in Exhibit M - DCFS/Probation Community Treatment Facility Contract Investigation/Monitoring/Audit Remedies and Procedures, of this Contract.

11.5.2 Under unique, warranted circumstances, a DNU Status may be rescinded, as provided in Exhibit M - DCFS/Probation Community Treatment Facility Contract Investigation/Monitoring/Audit Remedies and Procedures.

## 11.6 Notice Requirements

11.6.1 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.

11.6.2 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.

11.6.3 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 M - DCFS/Probation Community Treatment Facility Contract Investigation/Monitoring/Audit Remedies and Procedures) of this Contract.

#### 11.7 Disagreement with Decision

CONTRACTOR may challenge the COUNTY action in accordance with DCFS/Probation local agency policies and procedures (please refer to Exhibit M) then in effect, and thereafter, CONTRACTOR may appeal through the Notice of Dispute described in Part II: Standard Terms and Conditions, Section 40.0 – Notice of Dispute herein.

#### 11.8 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.

### **12.0 BACKGROUND AND SECURITY INVESTIGATIONS**

12.1 For the safety and welfare of the children to be served under this Contract, CONTRACTOR shall, as permitted by law, ensure that its staff, employees, independent contractors, volunteers or subcontractors who may come in contact with children in the course of their work, undergo and pass a background investigation to the satisfaction of COUNTY as a condition of beginning and continuing to work under this contract. Such background investigation may include, but shall not be limited to criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the CONTRACTOR, regardless if the member of CONTRACTOR's staff passes or fails the backgrounds investigation.

12.2 If a member of CONTRACTOR's staff does not pass the background investigation, COUNTY may request that the member of CONTRACTOR's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. COUNTY will not provide to CONTRACTOR or to CONTRACTOR's staff any information obtained through the COUNTY's background investigation.

12.3 COUNTY, in its sole discretion, may immediately deny or terminate facility access to any member of CONTRACTOR's staff that does not pass such investigation to the satisfaction of the COUNTY or whose background or conduct is incompatible with COUNTY facility access.

- 12.4 Disqualification of any member of CONTRACTOR's staff pursuant to this Sub-section shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 12.5 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.
- 12.6 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.

### **13.0 CONFIDENTIALITY**

- 13.1 CONTRACTOR shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, COUNTY policies concerning information technology security and the protection of confidential records and information.
- 13.2 CONTRACTOR shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 13.3 CONTRACTOR shall sign and adhere to the provisions of Exhibit D - "Contractor Acknowledgement and Confidentiality Agreement."
- 13.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit D-I - "Contractor's Employee Acknowledgment and Confidentiality Agreement." CONTRACTOR shall maintain in its files copies of such executed Agreements.
- 13.5 CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit D-II - "Contractor's Non-Employee Acknowledgment and Confidentiality Agreement." CONTRACTOR shall maintain in its files copies of such executed Agreements.
- 13.6 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.
- 13.7 CONTRACTOR agrees to notify COUNTY in writing within 24 hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to CONTRACTOR's attention, and that includes unauthorized access to

CONTRACTOR's computer or computers (including those of any Subcontractor involved in the Relationship) containing CONTRACTOR's or COUNTY's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.

13.8 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with this Sub-section 13.8, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this Sub-section 13.8 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

13.9 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19 (Exhibit G).

13.10 Confidentiality Requirements for Probation:

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

13.10.2 If CONTRACTOR has Probation placements, Employees of CONTRACTOR shall be given copies of all cited code sections, and a form to sign Exhibit GG - "Confidentiality of CORI Information", regarding confidentiality of the information in the juvenile records. Copies of the form are to be sent to County Program Manager (Probation) within five business days of start of employment.

## **14.0 CONTRACTOR'S STAFF IDENTIFICATION**



- 14.1 CONTRACTOR shall provide, at CONTRACTOR's expense, all staff providing services under this Contract with a photo identification badge.
- 14.2 CONTRACTOR is responsible to ensure that employees have obtained a COUNTY ID badge before they are assigned to work in a COUNTY facility. CONTRACTOR personnel may be asked to leave a COUNTY facility by a COUNTY representative if they do not have the proper COUNTY ID badge on their person.
- 14.3 CONTRACTOR shall notify the COUNTY within one (1) business day when staff is terminated from working on this Contract. CONTRACTOR shall retrieve and return an employee's ID badge to the COUNTY on the next business day after the employee has terminated employment with the CONTRACTOR.
- 14.4 If COUNTY requests the removal of CONTRACTOR's staff, CONTRACTOR shall retrieve and return an employee's ID badge to the COUNTY on the next business day after the employee has been removed from working on the COUNTY's Contract.

## **15.0 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM**

- 15.1 This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 15.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 15.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 15.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
  - 15.4.1 Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
  - 15.4.2 In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

- 15.4.3 Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).
- 15.5 The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.
- 15.6 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.
- 15.7 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 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.
- 15.8 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.

## **16.0 USE OF FUNDS**

- 16.1 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.
- 16.2 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 Auditor Controller's Community Treatment Facility Contract Accounting and Administration Handbook (Exhibit C-I).

- 16.3 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 Community Treatment Facility 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 to COUNTY by CONTRACTOR. Any dispute regarding repayment of funds is subject to the provisions outlined in Part II: Standard Terms and Conditions, Section 40.0 - Notice of Dispute.
- 16.4 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.
- 16.5 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.
- 16.6 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 January 1, 2014 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 January 1, 2014. CONTRACTOR's TAUF shall be reflected on its Semi-Annual Expenditure Report (Exhibit E).
- 16.7 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 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.

- 16.8 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 days of receipt of CONTRACTOR's amendments.
- 16.9 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 Part I: Unique Terms and Conditions, Section 11.0 - 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 Part II: Standard Terms and Conditions, Section 40.0 - Notice of Dispute.

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

- 17.1 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.
- 17.2 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.
- 17.3 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: Unique Terms and Conditions, Section 16.0 - Use of Funds, Sub-section 16.6), 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.

17.4 Upon obtaining COUNTY's prior written approval, the items referenced in Sub-section 17.3 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 17.3 will vest with CONTRACTOR. All Fixed Assets not requiring COUNTY's prior written approval, as described in Sub-section 17.3, shall be deemed owned by CONTRACTOR.

**18.0 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH)**

The COUNTY is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, the CONTRACTOR provides services to the COUNTY and the CONTRACTOR receives, has access to, and/or creates Protected Health Information as defined in Exhibit BB, in order to provide those services. The COUNTY and the CONTRACTOR therefore agree to the terms of Exhibit BB, CONTRACTOR's Obligations As a "Business Associate" Under Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) (Business Associate Agreement).

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

### **1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR**

#### **1.1 CONTRACTOR's Program Director**

1.1.1 CONTRACTOR's Program Director is designated in Exhibit DD - Contractor's Administration. CONTRACTOR shall notify COUNTY in writing of any change in the name or address of the CONTRACTOR's Program Director.

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

#### **1.2 Approval of CONTRACTOR's Staff**

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

### **2.0 ADMINISTRATION OF CONTRACT – COUNTY**

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

#### **2.1 COUNTY Program Manager**

The responsibilities of the COUNTY Program Manager include:

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

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

2.3 The COUNTY Program Manager is responsible for overseeing the day-to-day administration of this Contract.

### **3.0 AMERICANS WITH DISABILITIES ACT (ADA)**

The CONTRACTOR agrees to abide by all applicable federal, State and local laws including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, the CONTRACTOR's program.

### **4.0 ASSIGNMENT AND DELEGATION**

- 4.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this section, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY's sole discretion, against the claims which the CONTRACTOR may have against the COUNTY.
- 4.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.
- 4.3 Any assumption, assignment, delegation or takeover of any of the CONTRACTOR's duties, responsibilities, obligations or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

### **5.0 AUTHORIZATION WARRANTY**

The CONTRACTOR represents and warrants that the person executing this Contract for the CONTRACTOR is an authorized agent who has actual authority to bind the CONTRACTOR to each and every term, condition and obligation of this Contract and that all requirements of the CONTRACTOR have been fulfilled to provide such actual authority.

## **6.0 BUDGET REDUCTION**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a COUNTY budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, the COUNTY reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the CONTRACTOR under this Contract shall also be reduced correspondingly. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within 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.

## **7.0 CHANGES AND AMENDMENTS**

- 7.1 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 7.0.
- 7.2 Except as provided in this Section 7.0, for any change which affects the scope of work, term of Contract, Contract Sum, payments, or any terms or conditions included under this Contract, an amendment shall be prepared by DCFS and executed by the Contractor and County's Board of Supervisors or the Director in the event the Director has the delegated authority to execute. Approval of County Counsel must be obtained for any changes which affect the scope of work.
- 7.3 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.
- 7.4 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:
- 7.4.1 The amendment shall be in compliance with applicable County, State and federal regulations; and
  - 7.4.2 The Board of Supervisors has appropriated sufficient funds in COUNTY's budget; and



7.4.3 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

7.4.4 Prior CEO approval is obtained and notice given to County Counsel.

## **8.0 CHILD ABUSE PREVENTION REPORTING**

8.1 CONTRACTOR agrees that the safety of the child will always be the first priority. To ensure the safety of children, CONTRACTOR will immediately notify COUNTY and the Child Abuse Hotline whenever CONTRACTOR reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. The CONTRACTOR will remain with the child if imminent risk is present.

8.2 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:

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

8.4 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under the California Penal Code gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.

8.5 The assurance that all employees of CONTRACTOR and Subcontractors understand that the safety of the child is always the first priority.

## **9.0 CHILD SUPPORT COMPLIANCE PROGRAM**

9.1 Contractor's Warranty of Adherence to County's Child Support Compliance Program

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

9.1.2 As required by the COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and

Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

## 9.2 Termination for Breach of Warranty to Maintain Child Support Compliance

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Sub-Section 9.1, "Contractor's Warranty of Adherence to County's Child Support Compliance Program," shall constitute default under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of the CONTRACTOR to cure such default within 90 calendar days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to Part II: Standard Terms and Conditions, Section 54.0 - Termination for Contractor's Default," and pursue debarment of the CONTRACTOR, pursuant to County Code Chapter 2.202.

## 10.0 COMPLAINTS

- 10.1 CONTRACTOR shall develop, maintain, and operate procedures for receiving, investigating and responding to complaints.
- 10.2 Within five business days after Contract effective date, CONTRACTOR shall provide the COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.
- 10.3 The COUNTY will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.
- 10.4 If the COUNTY request changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan with five business days for COUNTY approval.
- 10.5 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.
- 10.6 CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY Program Manager of the status of the investigation within five business days of receiving the complaint.
- 10.7 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 10.8 Copies of all written responses shall be sent to the COUNTY Program Manager within three business days of mailing to the complainant.

## **11.0 COMPLIANCE WITH APPLICABLE LAWS**

- 11.1 CONTRACTOR shall comply with all applicable federal, State, and local laws, rules, regulations, ordinances, and directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction there over.
- 11.2 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.
- 11.3 For contract over \$10,000, CONTRACTOR agrees to comply fully with the terms of Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).
- 11.4 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.
- 11.5 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this section 11.0 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction or

other equitable relief, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

## **12.0 COMPLIANCE WITH CIVIL RIGHTS LAWS**

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

## **13.0 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 N, and incorporated by reference into and made a part of this Contract.

### **13.1 Written Employee Jury Service Policy:**

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 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.

13.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any Subcontractor to perform services for the COUNTY under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Sub-section shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the agreement.

- 13.3 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.
- 13.4 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.

#### **14.0 CONDUCT OF PROGRAM**

CONTRACTOR shall abide by all terms and conditions imposed and required by this Contract and shall comply with all subsequent revisions, modifications, and administrative and statutory changes made by the State, and all applicable provisions of State and federal regulations. Failure by CONTRACTOR to comply with provisions, requirements or conditions of this Contract, including, but not limited to, performance documentation, reporting and evaluation requirements, shall be a material breach of this Contract and may result in the withholding of payments, financial penalties, and/or termination as stated herein.

#### **15.0 CONFLICT OF INTEREST**

- 15.1 No COUNTY employee whose position in COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation of such work, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such work.
- 15.2 CONTRACTOR shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Contract. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and complete description of all relevant circumstances. Failure to

comply with the provisions of this Section shall be a material breach of this Contract.

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

16.1 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.

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

#### **17.0 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.

#### **18.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING**

18.1 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 C-I, Auditor-Controller Community Treatment Facility Contract Accounting and Administration Handbook.

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

#### **19.0 CONTRACTOR ALERT REPORTING DATABASE (CARD)**

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

## **20.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

- 20.1 A responsible contractor is one who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible contractors.
- 20.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.
- 20.3 The COUNTY may debar a Contractor if the Board of Supervisors, finds in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.
- 20.4 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 20.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 20.6 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.

20.7 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

20.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of the debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

20.9 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.

20.9.1 These terms shall also apply to Subcontractors of COUNTY Contractors.

20.9.2 A registry of Debarred Contractors for Los Angeles County, State and federal agencies may be obtained by going to the following websites:

County: [http://lacounty.info/doing\\_business/DebarmentList.htm](http://lacounty.info/doing_business/DebarmentList.htm)

- State: <http://www.dir.ca.gov/dlse/debar.html>

- Federal: <http://www.epls.gov/epls/search.do?multiName=true>

## **21.0 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 X - Charitable Contributions Certification, the County seeks to ensure that all COUNTY Contractors which receive or raise charitable contributions comply with California law in order to protect the COUNTY and its taxpayers. A contractor that receives or raises charitable contributions without complying with its obligations under California law commits a



material breach subjecting it to either contract termination or debarment proceedings or both (County Code Chapter 2.202).

## **22.0 CONTRACTOR'S WORK**

- 22.1 Pursuant to the provisions of this Contract, CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as more fully set forth in Exhibit A - Statement of Work.
- 22.2 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.

## **23.0 COUNTY'S QUALITY ASSURANCE PLAN**

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

## **24.0 DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

- 24.1 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
- 24.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.
- 24.3 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in the "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" paragraph immediately above shall constitute default under this agreement. Without limiting the rights and remedies available to County under any other provision of this agreement, failure of Contractor to cure such default within ten (10)

calendar days of notice shall be grounds upon which County may terminate this agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

## **25.0 EMPLOYEE BENEFITS AND TAXES**

- 25.1 CONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.
- 25.2 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.

## **26.0 EMPLOYMENT ELIGIBILITY VERIFICATION**

- 26.1 CONTRACTOR warrants that it fully complies with all federal and State statutes and regulations regarding employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations, including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation of all covered employees for the period prescribed by law.
- 26.2 CONTRACTOR shall indemnify, defend and hold harmless, the COUNTY, its agents, officers and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## **27.0 EVENTS OF DEFAULT**

### **27.1 Default for Non-Performance**

COUNTY may terminate the whole or any part of this Contract if either of the following circumstances exists:

- 27.1.1 CONTRACTOR has made a misrepresentation of any required element in the bid/proposal submitted in response to the Invitation for Bids/Request for Proposals, if any; or
- 27.1.2 CONTRACTOR fails to comply with or perform any provision of this Contract or fails to make progress so as to endanger performance of any term of this Contract.

## 27.2 Default for Insolvency

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

27.2.1 Insolvency of CONTRACTOR. CONTRACTOR shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has filed for bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

27.2.2 The filing of a voluntary petition in bankruptcy;

27.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

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

## 27.3 Other Events of Default

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

## 28.0 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.

## 29.0 FIXED ASSETS

Title to all fixed assets purchased with COUNTY funds designated by the COUNTY for that purpose under this Contract shall remain with COUNTY. A "Fixed Asset" is defined hereunder as any equipment costing Five Thousand Dollars (\$5,000) or more, with a useful life of more than one year. Such assets shall be maintained and repaired by CONTRACTOR during the term of this Contract. CONTRACTOR shall provide an accounting of such assets at the termination or expiration of this Contract and shall deliver same to COUNTY upon COUNTY's written request. CONTRACTOR shall have the option upon the expiration or termination of the Contract to acquire such assets at a price to be mutually agreed upon by COUNTY and CONTRACTOR.

## 30.0 FORMER FOSTER YOUTH CONSIDERATION

30.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, CONTRACTOR shall give consideration (after COUNTY employees, and

GAIN/GROW participants as described in Part II: Standard Terms and Conditions, Sections 18.0 and 17.0, 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

30.2 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).

30.3 CONTRACTOR is exempt from the provisions of this Section if it is a governmental entity.

### **31.0 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.

### **32.0 INDEMNIFICATION**

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

### **33.0 INDEPENDENT CONTRACTOR STATUS**

33.1 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.

- 33.2 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.
- 33.3 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.
- 33.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit D-I - 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 Exhibit D-II - CONTRACTOR's Non-Employee Acknowledgement and Confidentiality Agreement.

#### **34.0 LIQUIDATED DAMAGES**

- 34.1 If, in the judgment of the Director, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Director, or his/her designee, in a written notice describing the reasons for said action.
- 34.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the CONTRACTOR over a certain time span, the Director will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Director may:
- 34.2.1 Deduct from the CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
- 34.2.2 Deduct liquidated damages. If the parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in Exhibit ??, Performance Requirements Summary (PRS) Chart, and that the CONTRACTOR shall be liable to the

COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or

34.2.3 Upon giving five days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private contractor, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

34.3 The action noted in Sub-section 34.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

34.4 This Sub-section shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-section 34.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

### **35.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN**

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

### **36.0 MOST FAVORED PUBLIC ENTITY**

If the CONTRACTOR's prices decline, or should the CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the COUNTY.

### **37.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

37.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies, are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations.

37.2 CONTRACTOR shall certify to, and comply with, the provisions of Exhibit P - Contractor's Equal Employment Opportunity (EEO) Certification.

- 37.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 37.4 CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation.
- 37.5 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.
- 37.6 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.
- 37.7 If the COUNTY finds that any of the above provisions have been violated, such violation shall constitute a material breach of contract upon which COUNTY may determine to terminate this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Opportunity Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated federal or State anti-discrimination laws or regulations shall constitute a finding by COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.
- 37.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

### **38.0 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Contract shall not restrict DCFS from acquiring similar, equal or like goods and/or services from other entities or sources.

### **39.0 NOTICE OF DELAYS**

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

### **40.0 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.

### **41.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

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

### **42.0 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be given in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit DD - CONTRACTOR's Administration and Exhibit Y - COUNTY's Administration. Addresses may be changed by either party giving 10 days' prior written notice thereof to the other party. The Director shall have the authority to issue all notices or demands required or permitted by the COUNTY under this Contract.

### **43.0 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.

### **44.0 PROPRIETARY RIGHTS**

44.1 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.



- 44.2 Notwithstanding any other provision of this Contract, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.
- 44.3 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."
- 44.4 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records Act request for items described in Sub-Section 44.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.
- 44.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Sub-section 44.4 for:
- 44.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Sub-section 44.3;
- 44.5.2 Any materials, data and information covered under Sub-section 44.2; and
- 44.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.
- 44.6 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.
- 44.7 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.

- 44.8 The provisions of Sub-sections 44.5, 44.6, and 44.7, and all sub-paragraphs, shall survive the expiration or termination of this Contract.

#### **45.0 PUBLIC RECORDS ACT**

- 45.1 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: Standard Terms and Conditions, Section 47.0 - 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 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.
- 45.2 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.

#### **46.0 PUBLICITY**

- 46.1 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:
- 46.1.1 The CONTRACTOR shall develop all publicity material in a professional manner; and
- 46.1.2 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.
- 46.2 The CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with

the County of Los Angeles, provided that the requirements of this section shall apply.

#### **47.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

- 47.1 CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract.
- 47.2 CONTRACTOR agrees that the COUNTY, or its authorized representatives, the State of California, or its authorized representatives, or the Federal Government, or its authorized representatives, including, but not limited to, the U. S. Comptroller General, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity or records relating to this Contract. All financial records, supporting documents, statistical records, and all other records pertinent to the award and performance of this Contract, including, but not limited to, all timecards and other employment records and confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County and shall be made available to COUNTY, State or federal authorities, during the term of this Contract and either for a period of five (5) years after the expiration of the term of this Contract or for a period of three (3) years from the COUNTY's final payment under this contract, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review or audit is started, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County, then, at COUNTY's sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section. CONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual, Section 23-353. In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY's Auditor-Controller within 30 days of the CONTRACTOR's receipt thereof, unless otherwise provided by applicable federal or State law or under this Contract. Subject to applicable law, the COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 47.3 Failure on the part of the CONTRACTOR to comply with any of the provisions of this Section shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.
- 47.4 If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY's dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then

the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand; or b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.

- 47.5 CONTRACTOR shall be responsible for conducting annual financial audits of its agency and its subcontractor(s) if required by COUNTY and/or the California Department of Social Services (CDSS), to be conducted by an independent audit firm and in accordance with generally accepted auditing standards. Within 30 calendar days after issuance of such audit reports, CONTRACTOR shall forward copies of such reports to DCFS.

#### **48.0 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.

#### **49.0 SAFELY SURRENDERED BABY LAW**

- 49.1 Contractor's Acknowledgement of COUNTY's Commitment to the Safely Surrendered Baby Law.

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY Contractors to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

- 49.2 Notices 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 R of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

## 50.0 SHRED DOCUMENT

- 50.1 CONTRACTOR shall ensure that all confidential documents and papers, as defined under state law (including, but not limited to Welfare and Institutions Code section 10850) relating to this Contract must be shredded and not put in trash containers when CONTRACTOR disposes of these documents and papers. All documents and papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents and papers are to be recycled.
- 50.2 Documents for record and retention purposes in accordance with Subsection 47.4 (Record Retention and Inspection/Audit Settlement) of this Contract are to be maintained for a period of five years.

## 51.0 SUBCONTRACTING

- 51.1 The requirements of this Contract may not be subcontracted by the CONTRACTOR **without the advance approval of the COUNTY**. Any attempt by the CONTRACTOR to subcontract without the prior consent of the COUNTY may be deemed a material breach of this Contract.
- 51.2 If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly at the COUNTY's request:
- 51.2.1 A description of the work to be performed by the Subcontractor;
  - 51.2.2 A draft copy of the proposed subcontract; and
  - 51.2.3 Other pertinent information and/or certifications requested by the COUNTY.
- 51.3 CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were CONTRACTOR employees.
- 51.4 CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY's approval of the CONTRACTOR's proposed subcontract.
- 51.5 COUNTY's consent to subcontract shall not waive the COUNTY's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The CONTRACTOR is responsible to notify its Subcontractors of this COUNTY right.
- 51.6 The COUNTY Program Manager is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and Subcontractor employees.

- 51.7 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 COUNTY Program Manager all the following documents:
- 51.7.1 An executed Exhibit D-I, "CONTRACTOR's Employee Acknowledgment and Confidentiality Agreement", executed by each Subcontractor and each of Subcontractor's employees approved to perform work hereunder.
  - 51.7.2 Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by Part I: Unique Terms and Conditions, Section 5.0 Insurance Requirements, Subsection 5.2 - Insurance Coverage Requirements, of this Contract, and
  - 51.7.3 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 the CONTRACTOR's Tax Identification Number.
- 51.8 CONTRACTOR shall provide COUNTY Program Manager with copies of all executed subcontracts after COUNTY Program Manager's approval.
- 51.9 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.
- 51.10 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.
- 51.11 CONTRACTOR shall be solely liable and accountable for any and all payments and other compensation to all Subcontractor's engaged hereunder and their officers, employees and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for any Subcontractors or their officers, employees and agents.

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

- 52.1 COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY Program Manager:
- 52.1.1 CONTRACTOR has materially breached this Contract;
  - 52.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or
  - 52.1.3 CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress

toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

- 52.2 In the event COUNTY terminates this Contract in whole or in part as provided in Part II: Standard Terms and Conditions, Section 52.0 – Termination for Contractor’s Default, Sub-section 52.1 and all sub-paragraphs, the COUNTY may procure, upon such terms and in such manner, as COUNTY may deem appropriate, services similar to those so terminated. CONTRACTOR shall be liable to the COUNTY for any and all excess cost incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Section.
- 52.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Part II: Standard Terms and Conditions, Section 52.0 – Termination for Contractor’s Default, Sub-section 52.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight 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 the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Sub-section, the terms “Subcontractor” and “Subcontractors” mean Subcontractor(s) at any tier.
- 52.4 If, after the COUNTY has given notice of termination under the provisions of this Section, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Section or that the default was excusable under the provisions of Part II: Standard Terms and Conditions, Section 52.0 – Termination for Contractor’s Default, Sub-section 52.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Part II: Standard Terms and Conditions, Section 53.0 - Termination for Convenience.
- 52.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR’s default as provided in Part II: Standard Terms and Conditions, Section 52.0 – Termination for Contractor’s Default, Sub-section 52.1, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY’s costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the

COUNTY shall, at its sole option and in lieu of the provisions of Part II: Standard Terms and Conditions, Section 52.0 – Termination for Contractor's Default, Sub-section 52.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of COUNTY, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise.

52.5.1 These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Part II: Standard Terms and Conditions, Section 32.0 - Indemnification.

52.6 The rights and remedies of the COUNTY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

### **53.0 TERMINATION FOR CONVENIENCE**

53.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by Notice of Termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than 10 days after the notice is sent.

53.2 After receipt of a Notice of Termination and except as otherwise directed by COUNTY, the CONTRACTOR shall:

53.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

53.2.2 Complete performances of such part of the work as shall not have been terminated by such notice.

53.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with Part II: Standard Terms and Conditions, Section 47.0, Record Retention and Inspection/Audit Settlement.

### **54.0 TERMINATION FOR IMPROPER CONSIDERATION**

54.1 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.

54.2 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.

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

## **55.0 TERMINATION FOR INSOLVENCY**

55.1 COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

55.1.1 Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;

55.1.2 The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;

55.1.3 The appointment of a Receiver or Trustee for the CONTRACTOR; or

55.1.4 The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

55.2 The rights and remedies of the COUNTY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **56.0 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.

## **57.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for the CONTRACTOR's performance hereunder or by any provision of this Contract during any of the COUNTY's future fiscal years unless and until the COUNTY's Board of Supervisors appropriates funds for this Contract in the COUNTY's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The COUNTY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

## **58.0 VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

## **59.0 WAIVER**

No waiver by the COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **60.0 WARRANTY AGAINST CONTINGENT FEES**

60.1 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.

60.2 For breach of this warranty, the COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

## **61.0 WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION**

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

**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES,  
DEPARTMENT OF MENTAL HEALTH, AND PROBATION DEPARTMENT**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by its Chairman and the seal of such Board to be hereto affixed and attested by the Executive Office thereof, and CONTRACTOR has caused this Contract to be subscribed in its behalf by its duly authorized officer as of the day, month and year first above written. The person signing on behalf of the CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR.



ATTEST:

SACHI A. HAMAI  
Executive Officer-Clerk of the  
Los Angeles County  
Board of Supervisors

By *[Signature]*

DEC 19 2013

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By *[Signature]*  
Deputy

DEC 19 2013

COUNTY OF LOS ANGELES

By *[Signature]*  
MAYOR, <sup>PRO TEM</sup> Los Angeles County

Star View Children and Family Services  
CONTRACTOR

By *[Signature]*

Name *Kent Dunlap*

Title *Executive Director*

By *[Signature]*

Name *Peter Zucker*

Title *BOARD Sec'y -*

Tax Identification Number

78080

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL  
JOHN KRATTLI, COUNTY COUNSEL

BY: *[Signature]*  
David Beudet, Senior Deputy County Counsel

Part II: Standard Terms and Conditions

**ADOPTED**  
BOARD OF SUPERVISORS

# 10 DEC 10 2013

*[Signature]*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES,  
DEPARTMENT OF MENTAL HEALTH,  
AND PROBATION DEPARTMENT**

**COMMUNITY TREATMENT FACILITY**

**STATEMENT OF WORK**



**JANUARY 1, 2014**

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

COMMUNITY TREATMENT FACILITY (CTF)  
STATEMENT OF WORK

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## COMMUNITY TREATMENT FACILITY STATEMENT OF WORK

### PART A – PREAMBLE

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

The County's vision is 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 County's shared values of: 1) Accountability; 2) A Can-Do-Attitude; 3) Compassion; 4) Customer Orientation; 5) Integrity; 6) Leadership; 7) Professionalism; 8) Respect for Diversity; and 9) Responsiveness.

These shared values are encompassed in the County's Strategic Plan's five Goals: 1) Operational Effectiveness; 2) Children/Youth, Family and Adult Well-Being; 3) Community and Municipal Services; 4) Health and Mental Health; and 5) Public Safety. Improving the well-being of children/youth 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.

## PART B – PROJECT FOUNDATION

### 1.0 BACKGROUND

- 1.1 The Board of Supervisors, through this Contract, gives authorization for the placement of Probation foster children/youth or dependent children/youth when a higher level of care is needed. The Superior Court gives responsibility for the care, custody, and control for each Probation foster child/youth to the County of Los Angeles Probation Department (Probation) and for each dependent child/youth to Department of Children and Family Services (DCFS).
- 1.2 The California Department of Social Services (CDSS), Community Care Licensing Division (CCLD) regulations that apply to CTFs are from the Manual of Policies and Procedures, Title 22, including:
  - (a) Division 6, Chapter 1, Sections 80000-80095, *General Licensing Requirements* (except as otherwise noted in Division 6, Chapter 5, Subchapter 1);
  - (b) Division 6, Chapter 5, Sections 84000 through 84091.4, *Group Homes*; and
  - (c) Division 6, Chapter 5, Subchapter 1, Sections 84110-84188, *Community Treatment Facilities*.

These regulations are available at <http://www.dss.cahwnet.gov/ord/default.htm>.
- 1.3 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 California Department Health Care Services [website at: http://www.dhcs.ca.gov/formsandpubs/Pages/default.aspx](http://www.dhcs.ca.gov/formsandpubs/Pages/default.aspx)
- 1.4 The rate-setting regulations that apply to CTFs are from the Manual of Policies and Procedures, Division 11-400, 11-402 (especially 11-402.188), 11-404 through 11-406, 11-415, 11-425, and 11-430. The Foster Care Funding and Rates Bureau will establish rates only for CTFs that are organized and operated as non-profit corporations. These regulations are available at: <http://www.childsworld.ca.gov/PG1343.htm>. Supplemental funding for Community Treatment Facilities is pursuant to Welfare and Institutions Code Section 4094.2(d).
- 1.5 The statutes referenced in this Statement of Work (SOW) from the California Education Code, Government Code, Health and Safety Code, and Welfare and Institutions Code, are available at <http://www.leginfo.ca.gov/>.

- 1.6 A Community Treatment Facility (CTF) is a facility defined in Health and Safety Code Section 1502(a)(8), to be certified as a Community Treatment Facility by the California Department of Health Care Services (DHCS) and licensed as a Community Treatment Facility by CDSS CCLD. A CTF is the only residential group setting available outside of a psychiatric hospital for seriously emotionally disturbed children/youth. As a facility that has the capacity to provide secure and locked containment, a CTF provides the safest, most-structured setting with the highest staff-to-child ratios for children/youth with the most severe psychiatric and behavioral problems. These children/youth 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.
- 1.7 Discrimination on the basis of actual or perceived race, ethnic group identification, ancestry, national origin, color, religion, sex, sexual orientation, gender identity, mental or physical disability or HIV status is prohibited in the California foster care system.
- 1.8 All Placed Children/Youth have a right to fair and equal access to all available services, placement, care, treatment, and benefits.

## **2.0 PRIORITIES FOR CHILDREN/YOUTH AND PROGRAM GOALS**

- 2.1 All County contracted providers are expected to follow the Shared Core Practice Model principles in working with children/youth and families. The Shared Core Practice Model encompasses the child welfare services mission and vision for best goals and guiding principles developed in partnership with DMH. The Shared Core Practice Model delineates the continuous set of activities performed by County Workers, mental health practitioners, and County contracted providers through quality team-driven, engaging, teaming, assessing, planning/implementing, and tracking/adjusting process while relying on common knowledge from the legal and professional foundations of child welfare practice and a trauma responsive approach. The process is to ensure: (1) the Placed Child/Youth is placed in a safe environment free from abuse and neglect; (2) the Placed Child/Youth is placed in the least restrictive, most family-like environment consistent with the Placed Child/Youth's underlying needs when out-of-home care is necessary; (3) the Placed Child/Youth's permanency plan is determined as quickly as possible; (4) the permanency plans are implemented in family settings; (5) permanency plans implemented with out-of-home placements include strategies to support placement success, prevent replacements and promote long lasting self-sufficiency and connections; and (6) reducing racial disproportionality and eliminates disparities within the many systems that touch the lives of the children and families.



- 2.1.1 A cornerstone for the Shared Core Practice Model is the development, or utilization, of a Child and Family Team (CFT) for each youth receiving services
- 2.1.2. The Shared Core Practice Model also incorporates the concept known as long term view that describes the degree to which there are stated, shared and understood safety, well-being and permanency outcomes and functional life goals for the Child/Youth and family. (Exhibit FF - Shared Core Practice Model)
- 2.2 DCFS, Probation, and DMH have established the following priorities for their children/youth: (1) safety; (2) permanency; and (3) well-being and self-sufficiency.
  - 2.2.1 Safety: Safety is defined as freedom from abuse (non-accidental injury), neglect (unwillingness or inability to meet the child's/youth's needs), and self-destructive behaviors that may put self/others at risk of harm.
  - 2.2.2 Permanency: Permanency is defined as a safe, stable and nurturing relationship achieved through maintaining the child/youth in the home or through seeking reunification, adoption, or legal guardianship so that when the child/youth reaches adulthood these enduring family connections and supports will continue into adulthood.
  - 2.2.3 Well-Being and Self-Sufficiency: This priority refers to the overall level of functioning of foster children/youth in a number of areas including, but not limited to, physical and mental health, social behavior, academic performance/level, career/workforce readiness and other life skills planning as relevant to the CTF setting.

### **3.0 TARGET POPULATION**

The target demographics for community treatment facilities are children, youth and non-minor dependents with the most severe psychiatric and behavioral problems and who have often experienced multiple placements and psychiatric hospitalizations as a result of behaviors deemed dangerous to themselves and others. This population exhibits serious impairments in family and personal relationships, school functioning, and/or self-care at home or community setting. They may display psychotic features, or be at risk of suicide or violent behaviors due to a mental disorder that has lasted at least six months, and is likely to continue without treatment. In addition, this population requires intensive monitoring in order to remain safe, achieve stability and transition to a lower level of care, and permanency. The child/youth must be placed voluntarily or through conservatorship.

## 4.0 STAFF REQUIREMENTS

### 4.1 Staffing

Contractor shall ensure that employees have the required education, work experience and training to provide the required services of this contract:

- 4.1.1 Criminal Clearances: Contractor shall ensure that criminal clearances and background checks have been conducted for all of their staff prior to beginning and continuing work under this Contract. The cost of such criminal clearances and background checks is the responsibility of the Contractor whether or not the CONTRACTOR's staff passes or fails the background and criminal clearance investigations.
- 4.1.2 Language Ability: The 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 Children/Youth and family or provide equivalent bi-lingual resources.
- 4.1.3 Service Delivery: The CONTRACTOR shall ensure all CTF administrators receive initial and ongoing cultural competency training that includes sexual orientation and gender identity, in order to highlight the right of foster children/youth to have fair and equal access to all available services and not to be subjected to harassment or discrimination.
- 4.1.4 Education and Experience: The CONTRACTOR shall provide the childcare and supervision staff with sufficient expertise to supervise, protect, care for, and control the Children/Youth individually and in groups at all times. The staffing shall include but not be limited to an administrator, mental health program director, facility manager, licensed mental health professionals, and registered nurse.
- 4.1.5 Staff Training: The CONTRACTOR shall develop, maintain and implement a written plan for the training on specific duties for all positions, orientation, continuing education, on-the-job training, supervision and evaluation of all child care staff.
- 4.1.6 Changes in Staffing: The CONTRACTOR shall advise DCFS in writing of any change(s) in the CONTRACTOR's key personnel at least twenty-four (24) hours before proposed change(s), including name and qualifications of new personnel.
- 4.1.7 The CONTRACTOR shall ensure that no interruption of services occurs as a result of the change in personnel.

#### 4.2 Staffing Ratio

- 4.2.1 The ratio of child care and supervision staff to Children/Youth (including the facility manager when s/he is supervising Children/Youth) shall be at least 1 to 5 from 7 a.m. to 10 p.m. when the children/youth are present; and 1 (awake staff) to 10 from 10 p.m. to 7 a.m.
- 4.2.2 If the children/youth require special care and supervision because of age, problem behavior, or other factors, the number of on-duty child care staff shall be increased to meet the needs of the children/youth.

#### 4.3 Staff Training Requirements

The CONTRACTOR shall ensure that the on-the-job training and staff development program include the following areas:

- 4.3.1 Assaultive behavior management and preventing assaultive behavior training course which shall be approved by the Department of Mental Health. Staff shall complete at least 16 hours of a basic assaultive behavior and prevention training course prior to their participation in the containment, seclusion, and/or restraint of a child. The staff shall also participate in a four-hour review course every six months.
- 4.3.2 Safe administration of psychotropic medication and recognition of possible side effects.
- 4.3.3 Children's personal rights, including the child's right to fair and equal access to all available services, placement, care, treatment and benefits.
- 4.3.4 Children's right 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.
- 4.3.5 Children's right to due process rights and procedures for accessing due process and personal rights.
- 4.3.6 The Shared Core Practice Model provided by a DMH-approved trainer.
- 4.3.7 Dynamics of child abuse and neglect, and reporting requirements.
- 4.3.8 Emergency and safety procedures including, but not limited to, fire drills and disaster plan procedures.

#### 4.4 Child Care/Social Work/Mental Health Staff Duties:

- 4.4.1 The CONTRACTOR shall schedule social work and mental health professional staff to be present at the facility when the children/youth are normally present and awake.

- 4.4.2 At least one facility manager shall be present at the facility at all times that children/youth are present.
- 4.4.3 The CONTRACTOR's staff shall provide a program of treatment services in the Client Coordinated Services Plan (CCCP) for each Placed Child/Youth and his/her family in accordance with their DMH contract, as described in the CONTRACTOR's Program Statement, and as agreed to with the Child and Family Team and County Worker in the Needs and Services/ Case Plan. A CCCP for the CONTRACTOR's mental health treatment program services is attached to the Contract as Exhibit HH.

## 5.0 THE TREATMENT TEAM

5.1 The purpose of the treatment team is to coordinate this plan with the child/youth's CFT/MDT so that each adult having contact with the child/youth fully understands the plan, his/her part in it, and the nature of his/her intervention with the Placed Child/Youth.

5.2 The treatment team shall be led by the CONTRACTOR's mental health professionals in charge of the Needs and Services Plan/Quarterly Report and include appropriate mental health professional and social work staff, facility managers, child care and supervision staff, the Placed Child/Youth, the County Worker and, as appropriate, CFT/MDT.

5.3 Relationship with the Child and Family Team/Multidisciplinary Teams

The CONTRACTOR must provide a Professional Treatment Team for all Children/Youth in the CTF. In addition, Children/Youth under DCFS will also have a Child and Family Team (CFT) and those under Probation will have a Multidisciplinary Team (MDT). The CONTRACTOR must ensure that the members of its Professional Treatment Team will collaborate with and participate in the CFT and MDT.

5.4 Duties of the Treatment Team:

5.4.1 The treatment team shall, within 15 Days of the date of initial placement, develop a comprehensive, individualized, Needs and Services Plan that: (a) meets the needs of the Placed Child/Youth; (b) is complementary to and consistent with the plan developed by the CFT/MDT;(c) contains goals; (d) treats the identified needs of the Placed Child/Youth;(e) is outcome-based, specific, measurable, and attainable;(f) has a specific time frame for each deliverable.

5.4.2 The treatment team shall determine and communicate the role of each person having contact with the Placed Child/Youth to enact the Needs and Services Plan.

- 5.4.3 The treatment team shall determine the Placed Child/Youth's progress or lack of progress, including in independent living skills, and adjust the Needs and Services Plan accordingly.
- 5.4.4 The treatment team shall discuss and formulate the behavior management and intervention plans to which each Placed Child/Youth best responds.
- 5.4.5 The treatment team shall determine the expected duration of each use of secure containment.
- 5.4.6 Every 30 Days, the treatment team shall review and determine, with the CFT/MDT, the Placed Child/Youth's progress towards his/her discharge goals, and readiness for transition to alternative placement settings, or the Placed Child/Youth's need for continuing CTF Services.

## **PART C – SERVICE DESCRIPTION**

### **1.0 SERVICE DELIVERY SITES**

- 1.1 CONTRACTOR's Services, including Subcontractors' Services, shall be delivered at the locations specified on Exhibit Z - Service Delivery Sites.
- 1.2 CONTRACTOR shall request, in writing, approval from the DCFS Out-of-Home Care Management (OHCMD) Division Chief, or Probation Department Placement Permanency & Quality Assurance (PPQA) Director, or their 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 PPQA Unit Director or designee.

### **2.0 SCOPE OF WORK**

#### **2.1 Movement of Children/Youth:**

##### **2.1.1 Prior Authorization for Movement of Children/Youth:**

The CONTRACTOR may move a DCFS or Probation Placed Youth from one program component to another within the CONTRACTOR's agency or from a non-secure section of the facility to a secure section only after receiving prior authorization from the Placed Child/Youth's County Worker, the County Worker's supervisor, the County Worker's administrator, and/or the Placed Child/Youth's Conservator except in cases of emergency. The CONTRACTOR shall document the name of the approving the County worker or administrator and place it in the Placed Child/Youth's record.

- 2.1.2 COUNTY shall not unreasonably withhold or delay authorization for the CONTRACTOR to move a Placed Child/Youth from one component or one section of the facility to another.

- 2.1.3 CONTRACTORS with programs consisting of both a CTF and a psychiatric component shall also inform the Child/Youth'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/Youth was moved from/to and the (b) start/stop AFDC-FC budget dates for the CTF program component.

##### **2.1.4 Emergency Movement of Children/Youth:**

For DCFS and Probation, in the event of an emergency, the CONTRACTOR may move a Placed Child/Youth 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/Youth or others in the CTF.

2.1.4.1 For DCFS, the CONTRACTOR shall notify either the Placed Child/Youth's CSW (Children's Social Worker), 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/Youth is moved. The CONTRACTOR shall then discuss the situation with the CSW or the CSW's supervisor and document the conversation and decision in the Placed Child/Youth's record.

2.1.4.2 For Probation, in the event of an emergency, the CONTRACTOR shall contact the DPO of record, THE DPO's Supervisor, or the DPO's Director, and the PPQA Group Home Monitoring Officer of the Day at (323) 537-6297, during normal working hours. The Director of PPQA and/or Residential Based Services are to be contacted for after-hour emergencies. Notification shall be made as soon as possible but no later than 24 hours after the Placed Child/Youth is moved.

2.1.4.3 CONTRACTORs with programs consisting of both a CTF and a psychiatric component shall also inform the child/youth'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/youth was moved from/to and the (b) start/stop AFDC-FC budget dates for the CTF program component.

## 2.2 Safe Environment:

2.2.1 The CONTRACTOR shall maintain an environment that poses no safety risks indoors or outdoors and that is clean, free from hazards and in compliance with CCLD standards.

2.2.2 The CONTRACTOR shall monitor for compliance that children/youth are not: (1) exposed to second-hand smoke; and (2) permitted to use any tobacco products under any circumstances; and (3) given access to or consume any alcoholic beverages, un-prescribed narcotics, illegal drugs, or weapons under any circumstances

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

### 2.3 Requirements for Vehicles Used to Transport Children/Youth:

2.3.1 The CONTRACTOR shall: (1) provide safe, insured vehicles(s) in good repair to provide adequate transportation for Children/Youth; and (2) abide by all applicable federal and state laws and regulations in transporting Children/Youth.

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

### 2.4 CONTRACTOR's Responsibilities for Children/Youth Off-Grounds:

#### 2.4.1 Pre-Approval by County Worker:

The CONTRACTOR's staff shall know the whereabouts of Children/Youth who are off grounds and be able to identify who is responsible for supervision. Children/Youth 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 template and the CONTRACTOR or designee agrees.

#### 2.4.2 Maintenance of Sign-in/Sign-out Logs:

2.4.2.1 The CONTRACTOR shall maintain a detailed sign-in/sign-out log for Children/Youth who leave the facility for any reason other than regularly scheduled work, school, or group activities of the CONTRACTOR. This log shall include the name of the child, his/her destination, the time he/she left the facility, the anticipated time of return, 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 has authorized unsupervised passes).

2.4.2.2 The CONTRACTOR shall maintain a daily log of all visitors that includes the following information: (1) visitor's name; (2) verification of the visitor's identity; (3) name of the Child/Youth they are visiting; and (4) the arrival and departure times.

### 2.5 Suicidal or Homicidal Behaviors:

2.5.1 The CONTRACTOR shall ensure that all Placed Children/Youth presenting with suicidal and/or homicidal ideations or behaviors will be immediately assessed and referred to the appropriate authorized representatives (i.e., ACCESS/Psychiatric Mobile Response Team 1-800-854-7771; local law enforcement; and/or other Lanterman-Petris-Short designated personnel).



The CTF staff shall contact the County Worker or Supervisor as soon as practicably possible but no later than 24 hours after assessment.

2.5.2 The CONTRACTOR shall ensure that all Placed Children/Youth with a reported history of suicidal or homicidal ideations or behaviors will receive timely and appropriate mental health assessment and services, including crisis intervention when necessary.

2.5.3 Resulting safety plans or treatment plans from any suicidal or homicidal assessment are to be documented in case file and, may necessitate an update of the NSP.

## 2.6 Physically Aggressive or Sexual Behaviors Between Placed Children/Youth:

2.6.1 The CONTRACTOR shall ensure that all Placed Children/Youth are sufficiently supervised at or above State standards and the CTF Staffing Plan, including additional staff when assessed as necessary, in order to prevent any physical injury or harm from other CTF Placed Children/Youth.

2.6.2 The CONTRACTOR shall ensure that all Placed Children/Youth are sufficiently supervised at or above State standards and the CTF Staffing Plan, including additional staff when assessed as necessary, in order to prevent sexual activity with other CTF Placed Children/Youth.

2.6.3 The CONTRACTOR shall ensure that all Placed Children/Youth with a reported history of aggressive and/or self-harming behaviors shall have a safety plan and/or identified protective measures incorporated into their NSP to include, but not limited to, mental health services and education to address such behaviors.

2.6.4 The CONTRACTOR shall ensure that all Placed Children/Youth that are sexually active or have a history of inappropriate sexualized behaviors shall have a safety plan and/or identified protective measures incorporated into their NSP that include, but are not limited to, medical, mental health services and education to address such behaviors.

## 2.7 Restraint and Seclusion:

The CONTRACTOR shall comply with the requirements of: (1) the California Health and Safety Codes 1180-1180.6 (Exhibit U); (2) the California Code of Regulations, Title 9, Chapter 11, Section 1929; and (3) CDSS Manual of Policies and Procedures, Title 22, Division 6, Chapter 5 – Group Homes, Sub-Chapter 1. Community Treatment Facilities, Section 84175.2 – Restraint and Seclusion.

## 2.8 Special Incident Reporting Via the I-Track System:

2.8.1 The CONTRACTOR shall report all reportable incidents – to DCFS and Probation via the I-Track web-based system by accessing the following site: <https://itrack.dcms.lacounty.gov>.

2.8.2 For Probation youths, the CONTRACTOR shall also report incidents by telephone to the Placement Permanency & Quality Assurance (PPQA) Group Home Monitoring Officer of the Day (OD). Failure to report via the I-Track system may result in further action as described in Exhibit M – Community Treatment Facility Contract Investigation/Monitoring/Audit Remedies and Procedures.

2.9 Runaway Procedures:

Attempts by CONTRACTOR to locate a runaway child/youth shall include:

2.9.1 Immediately calling DCFS/Probation.

As soon as it has been discovered that a child/youth has run away, call and e-mail the CSW/DPO or their supervisor. For Probation youth, please call the Placement Administrative Services AWOL OD. For DCFS Youth, if it is after hours or on the weekend, and the CSW or their supervisor cannot be reached, call the DCFS Child Protection Hotline at 1-800-540-4000. Any assistance that can be provided to the case-carrying County worker about neighbors, friends of the child/youth, school officials and family members would be helpful in gathering more information.

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

2.9.2 Immediately calling law enforcement and filing a Missing Persons' Report. Have the phone number of your nearest law enforcement agency on hand. Law enforcement will need a physical description of the minor and any distinguishing physical characteristics. Photographs may be released to law enforcement only in an effort to expedite the location of the child/youth. Identifying information for law enforcement shall include a photograph of the child/youth, description of clothing when last seen, date of birth, last location of the child/youth and any distinguishing marks

2.9.3 Within 72 hours, sending the Missing Person's Report and reporting number to the CSW/DPO. When reporting a runaway, fill out an I-Track Special Incident Report. Cross report to Community Care Licensing, Probation PPQA Group Home Monitoring, the DCFS Out-of-Home Care Management Division, Runaway Outreach Unit, and to the CSW/DPO. Be sure to include the time and date the child/youth was last seen and any significant details leading up to the incident.

2.9.4 Keeping all copies of reports and documentation for at least 6 months.

**Important numbers to have on hand:**

CSW/DPO  
 CSW/DPOs' supervisor  
 Child Protection Hotline: 1 (800) 540-4000  
 DCFS Runaway Outreach Unit: (213) 351-0271  
 Probation Placement Administrative Services AWOL Officer of  
 the Day (323) 730-4466  
 Probation PPQA Group Home Monitoring Officer of the Day (323)  
 537-6297  
 Closest law enforcement agency  
 DMH Access Line (800) 854-7771

## 2.10 Permanency Plans Documented in the Needs and Services Plan:

- 2.10.1 The CONTRACTOR shall facilitate the implementation of any permanent placement plan determined by the COUNTY for a Placed Child/Youth under the CONTRACTOR's care.
- 2.10.2 The CONTRACTOR shall document on the CONTRACTOR's intake form for all Children/Youth the Placed Child/Youth's permanency plan as provided by the County Worker. The CONTRACTOR shall work with the County Worker to ensure that a permanent plan of reunification, adoption, relative guardianship, other legal guardianship or enduring connections and supports into adulthood is part of the Needs and Services Plan.
- 2.10.3 If the permanency plan for the Placed Child/Youth is for family reunification, the CONTRACTOR shall assist COUNTY in reunification efforts by: (1) facilitating visits of the Placed Child/Youth with the family consistent with the orders of the court and the Needs and Services Plan; (2) offer and/or support other reunification services such as family counseling; and (3) to the extent possible, arranging the Placed Child/Youth's transportation and the monitoring of visits at the facility as needed.
- 2.10.4 If the permanency plan is for adoption, the CONTRACTOR shall participate with County Worker to assess both the strengths and special needs of a Placed Child/Youth, to assist in determining an appropriate adoptive home.
- 2.10.5 The CONTRACTOR shall facilitate the Placed Child/Youth's involvement in adoption-related activities and visits with prospective adoptive families. The CONTRACTOR shall provide counseling, support, and education for the Placed Child/Youth in making decisions and transitions related to adoption.
- 2.10.6 The COUNTY shall provide information, and the CONTRACTOR shall be fully informed, about the Adoption Assistance Program and the differences between legal guardianship, adoption and foster care.

2.10.7 If the permanency plan is for relative legal guardianship or other legal guardianship, the CONTRACTOR shall assist the COUNTY by: (1) facilitating visits and arranging transportation of the Placed Child/Youth with the legal guardian/proposed legal guardian consistent with the Needs and Services Plan; (2) offering support Services such as family counseling to the legal guardian/ proposed legal guardian; (3) monitoring visits with the legal guardian/proposed legal guardians as needed.

2.10.8 The CONTRACTOR shall, to the fullest extent possible, participate in CFT/MDT in developing or revising the NSP for Placed Children/Youth. The CONTRACTOR and the County Worker will provide as much advance notice of the meetings as possible to all relevant participants.

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

## 2.11 Visitation Plan:

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

### 2.11.1 Family Visitation:

All visits between the Placed Child/Youth, their family, and others as approved by the placing agency, are to follow DCFS *Family Visitation Guidelines*, which is attached as Exhibit AA. Key requirements include:

- (a) Family Visitation Plans (FVPs) shall be developed by the CFT/MDT consistent with the dependency and criminal court orders and in consultation with CTF professional clinical team.
- (b) Frequency and length of visitation should correspond to the child/youth's age, developmental stage, mental health needs and be consistent with the family's permanency goal; and
- (c) The FVP must provide for regular and frequent visitation between siblings, unless inappropriate or limited by court order.
- (d) The CONTRACTOR shall honor the visitation rights of the Placed Child/Youth at all times unless one of the following two conditions exists: (1) The FVP developed by the CFT/MDT specifically prohibits or restricts visitation rights based upon existing court orders, legal authority, and/or documented safety or treatment concerns such as the belief that the visits would be of detriment to the child/youth; or (2) a specific court order is in effect which prohibits or restricts the visitation rights of the child/youth.

- (e) The CONTRACTOR shall facilitate a Placed Child/Youth's visitation with prospective foster or adoptive parents as requested by the COUNTY.
- (f) For a Probation foster youth, the CONTRACTOR shall have written permission from the DPO of record to permit home or Community passes.

#### 2.11.2 CTF Child Care Staff Requirements in FVP:

CTF child care staff is required to:

- (a) ensure the well-being of the child/youth including the provision of emotional support;
- (b) comply with the finalized and/or court approved FVP;
- (c) participate in the CFT/MDT meeting to develop and review the FVP as appropriate;
- (d) be familiar with the Case Plan;
- (e) inform the CSW/DPO of any problems in complying with the FVP (scheduling conflicts, etc);
- (f) respect the importance to the child/youth of his/her family, and make every effort to ensure communication/interaction between the child/youth and the family to the greatest extent possible. Where appropriate and not limited by court orders, this communication/interaction should include phone calls, mail and e-mail;
- (g) accommodate adjustments to the FVP to the greatest extent possible;
- (h) maintain contact with the CSW/DPO regarding visitation progress. This should include an objective description of the child/youth's behavior before and after visitation;
- (i) maintain objectivity, and remain committed to the permanency plan;
- (j) share with the parent any changes or concerns related to the child/youth's health and education;
- (k) prepare the child/youth for visits. This should include describing the location of the visit to the child/youth and what type of contact the child/youth can expect during the visit to the greatest extent possible;
- (l) dress child/youth in accordance with visitation facility (e.g., jails, drug treatment facilities) regulations as informed by the CSW/DPO or the facility;
- (m) provide transportation as negotiated in the FVP; and
- (n) notify CSW/DPO of any unplanned contacts between the child/youth and parent or caregiver and parent.

#### 2.12 Identifying, Developing, and Maintaining Important Relationships:

- 2.12.1 The CONTRACTOR shall ensure that in the NSP, a process will be outlined in collaboration with the CFT/MDT to assist the Placed Child/Youth in identifying, developing and maintaining important relationships, provided that these relationships are in the Placed Child/Youth's best interests and are consistent with COUNTY Case Plan.
- 2.12.2 The CONTRACTOR shall collaborate with the County Worker and the CFT/MDT in identifying these individuals as potential permanency resources.
- 2.12.3 The CONTRACTOR shall appoint a mentoring liaison and partner with existing mentoring programs or develop their own mentoring resources to enable children 10 years of age and older to develop a connection with a caring adult, when important relationships are lacking
- 2.12.4 For a Placed Youth 16 years of age or older, the CONTRACTOR shall assist the Placed Child/Youth and the County Worker in identifying a caring adult that will help the child/youth prepare for the transition from foster care to independent living
- 2.13 Preparation for and Notices of Discharge
- 2.13.1 All reasonable efforts shall be made to stabilize a child/youth's placement and to determine with the County Worker and the CFT/MDT whether any additional Services may be provided to the child/youth without resorting to replacement.
- 2.13.2 The CONTRACTOR shall ensure that all Placed Children/Youth placed for 30 days or longer will have a discharge planning meeting to arrange for appropriate transition to another setting.
- 2.13.2.1 The discharge plan shall identify an appropriate aftercare mental health plan.
- 2.13.2.2 The discharge plan shall be reviewed and modified as necessary so that it reflects the most current plan for the Child/Youth and his or her aftercare.
- 2.13.3 The CONTRACTOR shall ensure that all case records for any Placed Child/Youth who is over 17 years of age and who will need adult DMH placements have a documented start date for planning with DMH that is within 30 days of admission or approximately 9 months prior to discharge, whichever is the earlier date.
- 2.13.4 Prior to discharging a Placed Child/Youth, the CONTRACTOR shall, for DCFS Children, provide the DCFS Regional Administrator, DCFS Resource Utilization Management (RUM) Section Program Manager, and the Placed Child/Youth'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/youth may be provided by way of e-mail or fax.

2.13.5 Prior to discharging a Probation foster youth, the CONTRACTOR shall: (1) provide oral notice to the DPO of record and/or their supervisor regarding Notice of Intent to Discharge; and (2) send the Notice of Intent to Discharge to the DPO of Record via e-mail. When the CONTRACTOR notifies the COUNTY of issues potentially affecting the stability of a child/youth's continued placement in CONTRACTOR's program, COUNTY and CONTRACTOR shall conduct a CFT/MDT to determine whether the child/youth's placement may be stabilized and/or additional Services may be provided without removing the child/youth from the CONTRACTOR's program. CONTRACTOR shall provide Notice of Intent to Discharge no less than 30 days prior to the anticipated discharge date.

## 2.14 Intake Requirements

2.14.1 The CONTRACTOR shall (1) arrange for a visit to the proposed CTF site and/or interview the child/youth at his/her current location prior to the child/youth's placement whenever possible; (2) request from County Worker information regarding any known or suspected dangerous behavior of the referred child/youth; (3) discuss the type of services the referred child/youth requires; and (4) provide the County Worker information relating to any child/youth abuse/neglect referrals and/or allegations which have been made concerning the proposed GH site/staff and describe what action the CONTRACTOR has taken in response to such referrals/allegations.

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

2.14.2.1 CONTRACTOR shall give in-county DCFS/Probation Placed Children/Youth first consideration in filling all vacancies.

2.14.2.2 CONTRACTOR shall notify the DCFS Out-of-Home Care Division and the DCFS Office of the Medical Director, and/or the Probation Placement Administrative Services (PAS) Director whenever a vacancy appears imminent.

2.14.2.3 CONTRACTOR shall not fill any vacancy without the approval of the DCFS Office of the Medical Director, the Probation PAS Director, and Department of Mental Health.

## 2.14.3 Assessment and Acceptance of Referred Children/Youth:

2.14.3.1 The CONTRACTOR'S mental health professional staff shall assess the program's ability to: (1) provide the required Services to meet the child/youth's needs based upon the information received from the child/youth's County Worker; and (2) facilitate family participation in treatment as appropriate based upon the information received from the child/youth's County Worker.

2.14.3.2 If the CONTRACTOR determines that a referred child/youth does not meet the CONTRACTOR's program criteria or is not compatible for the available vacancy, the 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 the CONTRACTOR's designee to the DCFS OHCM Division Chief or designee or the Probation PAS Director or designee within one week.

2.15 Orientation of Newly Placed Children/Youth:

2.15.1 Within 72 hours of intake, the CONTRACTOR shall provide to, and discuss with, each newly Placed Child/Youth, in an age-appropriate manner, a comprehensive overview of the CONTRACTOR'S program and procedures, including the personal rights information in the LIC 613 B, Personal Rights form (Exhibit A-IV); the Foster Youth Bill of Rights (Exhibit A-I); WIC Section 16001.9; and Health and Safety Code, Section 1522.41(a-c) (Exhibit F).

2.15.2 Children/Youth also have the following rights:

2.15.2.1 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; and

2.15.2.2 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 post secondary education.

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

2.15.3.1 Such overview shall also include: (1) opportunities for achievement; (2) career/vocational and job training; (3) life-skills training; (4) recreation; (5) educational options; (6) religious, spiritual, or ethical development in the Placed Child/Youth's faith or the faith of his/her parents' choice; (7) identification of Placed Child/Youth's CTF mental health professional and/or social worker; (8) Placed Child/Youth'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.

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

## 2.16 Needs and Services Plan/Quarterly Report (NSP) Procedures

2.16.1 The CONTRACTOR shall use the standardized Needs and Services Plan/Quarterly Report electronic template (NSP) that DCFS, Probation, CCLD, and the CONTRACTORS have developed collaboratively. (Exhibit A-Va).

2.16.1 Probation uses the PROB 1385, Probation Foster Care Case Plan (FCCP), for the Needs and Services Plan (Exhibit A-V). DCFS uses the DCFS 709, Foster Child's Needs and Case Plan Summary (Exhibit A-V), in the development of the Needs and Services Plan portion of the Needs and Services Plan/Quarterly Report template. The PROB 1385 (FCCP) and the DCFS 709 are not to serve as the Needs and Services Plan itself.

2.16.2 The CONTRACTOR's social worker, in collaboration with the Treatment Team, the County Worker (or authorized County representative) and the CFT/MDT shall develop a comprehensive, individualized Needs and Services Plan/Quarterly Report within 15 Days of the date of initial placement. The NSP shall be comprehensive with specific, measurable, attainable, and time-limited objectives; address the Placed Child/Youth's long-term and short-term goals; provide a plan to treat the identified needs; and are consistent with the case plan.

2.16.4 All required signatures (youth, treatment team, placement worker, CFT/MDT, other relevant representative/s) shall be obtained for all initial NSPs within five business days of development. If the County Worker is not present at the development of the NSP, the CONTRACTOR shall submit a copy of the NSP and a request for signature to the County Worker and County Supervisor notifying them of the signature due date via e-mail in a reasonable time within the five business days.

2.16.5 The CONTRACTOR shall ensure that: (1) the Placed Child/Youth, age and maturity permitting, his/her authorized representative and the CFT/MDT are offered the opportunity to participate in the development of and any modifications to the Needs and Services Plan and (2) the County Worker gives written approval of the Needs and Services Plan and any modifications

2.16.6 The Needs and Services Plan portion of the Needs and Services Plan/Quarterly Report template shall be updated 30 days from the date of placement and every 30 days thereafter and developed in conjunction with a CFT/MDT meeting every 30 days at a minimum.

2.16.7 Updates/modifications to the Needs and Services Plan portion of the Needs and Services Plan/Quarterly Report template shall address: (1) the Placed Child/Youth's need for continuing Services; (2) the need for modification in Services; and (3) the recommendation of the GH staff regarding the feasibility of the Placed Child/Youth's return to his/her home, placement in another facility, or move to independent living. Copies of the modifications of the Needs and Services Plan/Quarterly Report shall be provided to the Placed Child/Youth and the CFT/MDT, age and maturity permitting, within five business days of the end of the quarter. Copies of the modifications of the Needs and Services Plan/Quarterly Report shall be provided to the County Worker within ten business days of the end of the quarter.

2.16.8 The CONTRACTOR shall ensure that the identified services documented in the NSP are implemented timely to assist the Placed Child/Youth in meeting his or her NSP goals.

## 2.17 Participation by the Placed Youth and the CFT/MDT Members

2.17.1 The CONTRACTOR shall ensure that: (1) the Placed Child/Youth, maturity permitting and the CFT/MDT are offered the opportunity to participate in the development of and any modifications to the NSPs, (2) the County Worker gives written approval of the NSPs and any modifications thereto, and (3) the Placed Child/Youth, maturity permitting, and the County Worker receive copies of the approved NSPs and any modifications thereto.

2.17.2 The Placed Child/Youth's case file shall include complete documentation of all attempts to comply with the above (dates, times, method of attempt, escalation and results.)

## 2.18 The Health and Education Passport:

2.18.1 For DCFS and Probation, the Health and Education Passport (HEP) consists of four sections: (1) placement documents; (2) medical, dental, and immunization documents; (3) educational documents; and (4) enhancement and other documents such as photos, awards, honors and Life Book items [filed after the educational documents].

2.18.2 The County Worker will provide the CONTRACTOR with all educational information and reports in their possession to be contained in the Placed Child/Youth's file folder 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/Youth'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 file folder, see the SOW, Sub-section 2.2.2.1 below.)

2.18.3 The CSW shall provide a file folder within thirty (30) Days of initial placement of a child/youth in foster care. If the child/youth has already been placed elsewhere and is moved to CONTRACTOR's facility, the file folder is to be provided within 48 hours of placement. If the file folder is not provided within the required timeframe, the CONTRACTOR shall: (1) initiate the file folder information (See Exhibit I, WIC Section 16010); and (2) immediately report lack of receipt of the file folder to and request it from DCFS Regional Administrator via e-mail. If the Probation HEP file folder is not provided by Placement Administrative Services (PAS) staff at the time of placement, the CONTRACTOR shall follow the same procedure as for DCFS, but the CONTRACTOR shall notify the Placement Administrative Services (PAS) Resource Control Unit via e-mail. The CONTRACTOR shall not be held responsible in an audit or monitoring review for failure to have documents that were in existence at the time of placement but were not provided to the CONTRACTOR by the COUNTY.

2.18.4 The CONTRACTOR shall provide the updated HEP to the County Worker at the time the Placed Child/Youth departs from the CONTRACTOR's program. If the County Worker is not present at the time of Placed Child/Youth's departure, the CONTRACTOR shall provide the HEP within forty-eight (48) hours to: (1) the CSW or the CSW's office for DCFS; or (2) PAS Resource Control Unit for Probation. The CONTRACTOR shall update and be responsible for the HEP-information only during the course of the placement.

## 2.19 Educational Requirements

### 2.19.1 Identification of Public and Non-Public Schools

The CONTRACTOR shall, in conjunction with the educational rights holder: (1) enroll the Placed Child/Youth into school within three school-days of placement, in accordance with all applicable state laws and regulations; and (2) throughout the term of the placement, ensure the educational needs of the youth are met as identified in the NSP and any existing IEP.

### 2.19.2 Participation in Placed Child/Youth's School Program

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

educational level, behavior, assessment of strengths and weaknesses, and the overall academic achievement; and (3) if Placed Child/Youth attends school off-site and if deemed appropriate, arrange appropriate transportation to and from school and after-school activities,.

2.19.2.2 The CONTRACTOR shall provide sufficient computers in good operating condition.

2.19.2.3 The CONTRACTOR shall ensure that each Placed Child/Youth receives school photos and uniforms when appropriate. The CONTRACTOR shall ensure that each Placed Child/Youth is given the opportunity to attend any planned end-of-school year functions and graduations.

## 2.20 Educational Assessments by the Foster Youth Services Program:

The CONTRACTOR shall allow educational counselors/staff from the Foster Youth Services Program (FYS) to interview a Placed Child/Youth and review the Health and Education Passport to do an educational assessment.<sup>1</sup>

## 2.21 Career/Workforce Readiness Requirements:

### 2.21.1 The Transitional Independent Living Plan (TILP)

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

### 2.21.2 Cooperation with the COUNTY Youth Development Services Program

The CONTRACTOR shall cooperate and facilitate participation by Youth ages 14 years and older in COUNTY approved youth development services equivalent to the County Youth Development Services Program. The County Worker shall make every effort to provide the CONTRACTOR with at least two weeks notice of acceptance to the program.

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<sup>1</sup> The Foster Youth Services (FYS) is a collaboration of a number of private and public agencies lead by the Los Angeles County Office of Education (LACOE) and including DCFS, Probation, DMH, and Department of Health Services to address the issues of every child living in a CTF. Questions about this program may be directed to LACOE FYS (562) 922-6507.

### 2.21.3 Preparation for Independent Living

2.21.3.1 The CONTRACTOR shall develop an individualized plan for each Placed Child/Youth to provide the Placed Child/Youth the opportunity to learn basic living skills and shall facilitate participation by Children/Youth, age 16 and older, in COUNTY approved youth development services equivalent to the County's Youth Development Services Program. The 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.

2.21.3.2 The CONTRACTOR shall teach the Placed Child/Youth how to set short-term and long-term goals and objectives appropriate to the developmental level of the Placed Child/Youth. The CONTRACTOR shall discuss possible short-term and long-term goals and objectives with the Placed Child/Youth 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/Youth for aging out and adulthood, and, where the permanency plan is for family reunification, return to his/her family.

### 2.22 Health and Medical Requirements:

#### 2.22.1 Health Portion of the Health and Education Passport

For DCFS and Probation, the Health and Education Passport is to be organized as detailed in Section 2.18 above.

2.22.1.1 County Worker will provide CONTRACTOR with all medical information and reports in their possession to be contained in the Placed Child/Youth's HEP file folder, at the time of placement subject to confidentiality law restrictions. The CONTRACTOR shall update the health portion of the Placed Child/Youth's file folder during the course of treatment by following the instructions included on the Child Health Disability Prevention Program (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 file folder, see the SOW, Section 2.19 above.)

#### 2.22.2 Medical, Dental, and Psychiatric Needs:

The CONTRACTOR shall arrange for the necessary medical, dental, and psychiatric needs of the Placed Child/Youth to be met in accordance with the Child Health Disability Prevention Program (Exhibit A-III, Requirements for Medical/Dental Exams for Children/Youth), and the Medi-Cal program, The 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.

- 2.22.2.1 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://publichealth.lacounty.gov/cms/provider\\_finder.htm](http://publichealth.lacounty.gov/cms/provider_finder.htm), (2) contact the Placed Child/Youth's County Worker, (3) contact a DCFS/Probation\_Public Health Nurse, or (4) contact the DCFS Medical Director's Office at (213) 351-5614.
- 2.22.2.2 The CONTRACTOR shall have plans for emergency medical and dental treatment of a Placed Child/Youth
- 2.22.2.3 The CONTRACTOR's licensed mental health professional staff shall complete the admissions assessment within five calendar days of admission and submit a copy to the County Worker within 10 working days of the completion of the assessment.
- 2.22.2.4 The CONTRACTOR shall ensure that all Placed Children/Youth needing mental health as identified in the NSP receive timely mental health assessments and/or services consistent with the identified needs and in accordance with the CONTRACTOR's DMH contract.
- 2.22.2.5 The CONTRACTOR will document that the Placed Child/Youth has been informed that all medical, dental and mental health service, including psychotropic medications are voluntary.

#### 2.22.3 Reimbursement for Medical, Dental and Psychiatric Costs:

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

2.21.3.2 To the extent reimbursed by Medi-Cal or private insurance or otherwise reimbursed by the COUNTY he CONTRACTOR shall ensure that each Placed Child/Youth 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.

#### 2.22.4 Administration of Prescription and Non-Prescription Medications

The 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/youth's replacement, the CONTRACTOR shall give any medications and court authorizations for the administration of psychotropic drugs to the County Worker.

#### 2.22.5 Procedures for Psychotropic Medications

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

2.22.5.2 The 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 at least every six months if not specified on the court order. (Exhibit A-X - Administration of Psychotropic Medicines to DCFS supervised children/youth). Upon receipt from the County Worker or physician, the CONTRACTOR shall maintain copies of the court-ordered Psychotropic Medication Authorizations (PMAs) in the Placed Child/Youth's case record.

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

## 2.22.6 Secure Storage of Records

2.22.6.1 The 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.

2.22.6.2 The CONTRACTOR shall ensure safety and access to all case records to the fullest extent possible even in time of emergencies or natural disasters.

## 2.23 Emergency Intervention Plan:

2.23.1 The CONTRACTOR shall have an emergency intervention plan for a Placed Child/Youth

2.23.2 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/Youth needs an emergency psychiatric assessment for possible emergency psychiatric hospitalization; the CONTRACTOR shall contact DMH Access (1-800-854-7771).

## 2.24 Readmission of a Child/Youth Referred to a Psychiatric Hospital:

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

2.24.2 CONTRACTOR shall be included in all COUNTY meetings regarding Children/Youth in psychiatric hospitals, according to Departmental procedures.

## 2.25 Transportation Requirements:

2.25.1 No Placed Child/Youth shall miss going to school or medical appointments for reasons that the CONTRACTOR does not provide or arrange transportation. The CONTRACTOR shall arrange transportation to activities as agreed to by the CONTRACTOR in the Needs and Services Plan/Quarterly Report. These activities may include school, youth development activities, teen clubs, place of



child/youth'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/Youth's or family's preference, sibling visits, etc. This can include teaching the Placed Child/Youth to take public transportation, and arranging transportation with other care providers or outreach advisors, County Workers, etc.

2.25.2 The CONTRACTOR shall provide transportation and transportation expenses as outlined in the CONTRACTOR's Program Statement.

2.25.3 The CONTRACTOR shall also transport Probation foster youth to all court appearances.

## 2.26 Planned Leisure, Extracurricular, Enrichment and Social Activities

2.26.1 CONTRACTOR shall establish a policy which promotes and protects the ability of Children/Youth who are dependents of the court to participate in age-appropriate extracurricular, enrichment, and social activities as determined by the CONTRACTOR's Professional Treatment Team and CFT/MDT to be safe and appropriate for each child/youth..

2.26.2 The 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 Children/Youth as appropriate.

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

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

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

2.26.6 The CONTRACTOR will in collaboration with the CFT/MDT facilitate the development of healthy relationships with significant adults that can provide supportive and enduring connection for the Placed Child/Youth.

## 2.27 Healthy Diet, Dietary Needs and Food Storage

2.27.1 The CONTRACTOR shall provide a minimum of three nutritious and balanced meals and at least two healthy snacks throughout the day unless specified otherwise in the Needs and Services Plan/Quarterly Report. The CONTRACTOR shall provide for the special dietary needs of the Placed Child/Youth 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. The CONTRACTOR shall inform the County Worker when special dietary needs arise due to medical problems/conditions.

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

## 2.28 Clothing

### 2.28.1 Clothing Records

The CONTRACTOR shall maintain for each Placed Child/Youth: (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/Youth's clothing supply.

### 2.28.2 Clothing Supply and Allowance

2.28.2.1 The CONTRACTOR shall provide each Placed Child/Youth the amount of clothing listed in the Clothing Standard within the timeframes stated in the DCFS 2281 Clothing Standard (Exhibit A-IV).

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

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

2.28.2.4 After reaching the Clothing Standard, the Placed Child/Youth 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/Youth account and shall accompany the child/youth when the child/youth's placement is terminated.

### 2.28.3 Special Clothing Needs

The CONTRACTOR shall plan with the Placed Child/Youth 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.

### 2.28.4 Payment for Clothing

The CONTRACTOR shall provide each Placed Child/Youth with clothing without requiring the Placed Child/Youth 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 within the CONTRACTOR's budget for sufficient clothing, the Placed Child/Youth may purchase the desired item(s) with his /her own non-clothing funds.

### 2.28.5 Clothing Fit, Appropriateness, Selection, Cleaning, Mending and Storage

2.28.5.1 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 the CONTRACTOR provide used/second hand underwear or shoes. The CONTRACTOR may use donations of new clothing to achieve the Clothing Standard. The Placed Child/Youth shall be involved in the selection of clothing based on the developmental level of the child/youth. The clothing is the property of the Placed Child/Youth and shall be retained by the Placed Child/Youth or his/her representative upon termination of placement. The CONTRACTOR shall provide for laundry, dry cleaning, and mending of clothing. The CONTRACTOR may label a Placed Child/Youth's clothing for identification purposes.

2.28.5.2 The CONTRACTOR shall provide for the storage and security of each Placed Child/Youth's clothing during the entire term of placement. The 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.

### 2.28.6 Collection and Storage of Personal Belongings at Termination of Placement

2.28.6.1 When the Placed Child/Youth is discharged, the CONTRACTOR shall ensure that the Placed Child/Youth's clothing and personal belongings accompany the Placed Child/Youth to the next placement. If the Placed Child/Youth runs away, the 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.

2.28.6.2 After 14 days, the 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.

2.28.6.3 For the Probation Placed Child/Youth, the 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.

## 2.29 Linens, Hygiene and Personal Care Items;

### 2.29.1 Linens

The 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.

### 2.29.2 Hygiene and Personal Care Items

2.29.2.1 The CONTRACTOR shall: (1) supply each Placed Child/Youth, initially and replace as needed, with new personal hygiene and personal care items. These shall include the Placed Child/Youth'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.

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

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

## 2.30 Personal Allowance and Earnings

### 2.30.1 Personal Allowance

2.30.1.1 The 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: \$5.00 (9-13 years); and \$7.00 (14-17 years) per week, starting with the first full week of placement. Allowances may be increased beyond the

base amount according to a point/levels/rewards behavior management system.

- 2.30.1.2 If a Placed Child/Youth is unable to handle money, the CONTRACTOR shall provide the Placed Child/Youth with instruction on how to handle money and put the Placed Child/Youth's money in a secure place until the Placed Child/Youth is able to handle his/her money independently.
- 2.30.1.3 The CONTRACTOR shall maintain a log indicating the date, the amount of allowance the Placed Child/Youth received, and the Placed Child/Youth's signature (when age-appropriate) upon receipt of the allowance.
- 2.30.1.4 The CONTRACTOR and the County Worker shall mutually agree on the method of securing the Placed Child/Youth's income and monitoring the Placed Child/Youth's use of funds, including the establishment of a bank account where appropriate. CONTRACTOR shall encourage Children/Youth age fourteen (14) and older to save their earnings for aging out.
- 2.30.1.5 The Placed Child/Youth's allowance, earnings, or other income may be applied toward special clothing items, tools, and other personal property above the basic Services to be provided by the CONTRACTOR herein. Beyond supervision of spending for appropriateness, age, safety, and health, the CONTRACTOR shall permit the Placed Child/Youth to spend his/her allowance, earnings, and other income in accordance with the Needs and Services Plan/Quarterly Report and as the Placed Child/Youth desires.

#### 2.30.2 Restrictions on the Placed Child/Youth's Earnings

- 2.30.2.1 CONTRACTOR may apply monetary consequences to the portion of the Placed Child/Youth's allowance that exceeds the base allowance as defined in Section 3.12.1.1 above in accordance with the Foster Youth Bill of Rights (Exhibit A-1). Youth Development Services Program incentive money is considered "income" to the Placed Child/Youth and shall not be withheld from the Placed Child/Youth by the CONTRACTOR.
- 2.30.2.2 CONTRACTOR shall maintain an account of monetary fines collected.
- 2.30.2.3 For Probation foster youth only, an agreed upon amount of Court ordered restitution may be paid from earnings.

2.30.2.4 The CONTRACTOR shall not require a Placed Child/Youth to use his/her allowance or earnings to purchase items the CONTRACTOR is responsible to provide. These items include: (1) clothing; (2) personal care/hygiene items; (3) activities [See the SOW, Section 3.12, above.]; (4) diapers, baby clothes, babysitter, etc., for child(ren) placed with a minor parent if the CONTRACTOR receives infant supplement money; (5) school supplies; and (6) meals.

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

### 2.31 Life Book and Photo Album

The CONTRACTOR shall encourage and assist each Placed Child/Youth in creating and updating a Life Book/photo album of items that relate to childhood memories. The CONTRACTOR shall ensure that the Life Book accompanies the child/youth at the time of replacement. When the County Worker is not present at the time the child/youth departs for the CONTRACTOR'S care, the CONTRACTOR will send the Life Book/Photo Album to DCFS or Probation within three (3) business days from the time of departure.

## **PART D: PERFORMANCE OUTCOME GOALS AND SUMMARY**

### **PERFORMANCE OUTCOME GOALS:**

- Children/youth shall be free from harm, abuse and neglect by self, CTF staff, other residents or volunteers
- Placed Children/Youth shall achieve timely permanency and long-term connections through reunification, adoption, legal guardianship and/or development of important relationships and supports that will last into adulthood in accordance with their permanency plan.
- Children/Youth shall improve their level of functioning in the areas of health, mental health, social behavior, academic performance/level, career/workforce readiness and other life skills planning.

\* The Outcome Performance Indicators, Targets, and Standards may be adjusted each year. The permanency data will be collected by the Department's Business Information Services Division from the CWS/CMS database to ensure accuracy.

COUNTY'S FOCUS INDICATORS	DATA AND REPORTING SOURCES	PERFORMANCE TARGETS	COUNTY ACTIONS FOR UNMET PERFORMANCE TARGETS
Abuse & neglect referrals and their disposition.	<p>CWS/CMS referral history</p> <p>DCFS and Probation Placement Permanency and Quality Assurance (PPQA) Investigative Reports</p> <p>CCLD Citations</p>	99.68% of Placed Children/Youth are free from substantiated allegations of abuse and neglect.	<p>Failure to meet performance target could result in a program review and implementation of an administrative remedy(ies) as outlined in Exhibit M.</p> <p>The COUNTY maintains a zero tolerance policy for substantiated abuse and neglect of Placed Children/Youth while under the supervision of the CONTRACTOR. Each incident of substantiated abuse or neglect that occurs under CONTRACTOR'S supervision must be evaluated on a case-by-case basis to determine appropriate corrective action.</p>
All staff have criminal and child abuse and neglect clearances or exemption approval from CDSS and COUNTY prior to their initial contact with Placed Children/Youth.	<p>Personnel File</p> <p>Client interview notes</p>	100% non-exempt persons specified in California Health and Safety Code Section 1522 – 1522.02 will have received criminal and child abuse and neglect clearances or exemption approval from CDSS and COUNTY prior to their initial contact with Placed Children/Youth.	Failure to meet performance target could result in a program review and implementation of an administrative remedy(ies) as outlined in Exhibit M.



<p><b>COUNTY'S FOCUS INDICATORS</b></p>	<p><b>DATA AND REPORTING SOURCES</b></p>	<p><b>PERFORMANCE TARGETS</b></p>	<p><b>COUNTY ACTIONS FOR UNMET PERFORMANCE TARGETS</b></p>
<p>Reports of suicidal and homicidal behaviors</p>	<p>Child Interview notes                      Child/Youth's Case File:                      Special Incident Reports                      Needs and Services Plans</p>	<p>100 % of Placed Children/Youth presenting with suicidal and homicidal ideations or behaviors will be immediately referred to appropriate services and authorized representatives.                       100 % of Placed Children/Youth with existing and/or a history of suicidal and homicidal ideations or behaviors will receive timely and appropriate mental health assessment and services to include crisis interventions.</p>	<p>Failure to meet performance target could result in a program review and implementation of an administrative remedy(ies) as outlined in Exhibit M.                       Failure to meet performance target could result in a program review and implementation of an administrative remedy(ies) as outlined in Exhibit M.</p>
<p>CCLD citations, Out-of-Home Care Management Division and PPQA reports on physical plant deficiencies that pose safety risk.</p>	<p>CCLD Citations                      DCFS and Probation Compliance Reviews</p>	<p>100 % compliance with the Title 22 Physical Plant requirements.</p>	<p>Failure to meet performance target could result in a program review and implementation of an administrative remedy(ies) as outlined in Exhibit M.</p>

<p><b>COUNTY'S FOCUS INDICATORS</b></p>	<p><b>DATA AND REPORTING SOURCES</b></p>	<p><b>PERFORMANCE TARGETS</b></p>	<p><b>COUNTY ACTIONS FOR UNMET PERFORMANCE TARGETS</b></p>
<p>Child-to-child/youth-to-youth injuries resulting from lack of supervision that necessitate the submission of a SIR and require treatment by a health professional.</p>	<p>CCLD Citations                      Child Interview Notes                      Child/Youth Case file:                      Needs and Services Plans                      Special Incident Reports</p>	<p>98% of Placed Children/Youth are free from child-to-child/youth-to-youth injuries resulting from lack of supervision.                       100% of Placed Children/Youth with a history of aggressive behaviors shall have incorporated into their NSP a safety plan or preventive measures to include but not limited to mental health services and education to address their risk behaviors.</p>	<p>Failure to meet performance target could result in a program review and implementation of an administrative remedy(ies) as outlined in Exhibit M.</p>
<p>Child-to-Child/Youth-to-youth engaging in sexual activity resulting from lack of supervision that necessitate the submission of a SIR and may require treatment by a health and a mental health professional.</p>	<p>CCLD Citations                      Child/Youth Case file:                      Special Incident Reports                      Needs and Services Plan</p>	<p>98% of Placed Children/Youth are free from child-to-child/youth-to-youth sexual activity resulting from lack of supervision.                       100% of Placed Children/Youth engaging in sexual activity shall have incorporated into their NSP a safety plan or preventive measures to include but not limited to medical, mental health services and education to address their risk behaviors.</p>	<p>Failure to meet performance target could result in a program review and implementation of an administrative remedy(ies) as outlined in Exhibit M.</p>

<p><b>COUNTY'S FOCUS INDICATORS</b></p>	<p><b>DATA AND REPORTING SOURCES</b></p>	<p><b>PERFORMANCE TARGETS *</b></p>	<p><b>COUNTY ACTIONS FOR UNMET PERFORMANCE TARGETS</b></p>
<p>The initial Needs and Services Plans are consistent with each Placed Child/Youth's permanency needs and plan</p>	<p>DCFS Foster Child's Needs and Case Plan Summary (709)</p> <p>TILP if applicable 14 and over</p> <p>CFT/MDT assessment</p> <p>Probation Discharge Summary</p> <p>Initial Needs and Services Plans</p>	<p>100% initial Needs and Services Plans are consistent with the long term view and permanency needs and plan of each Placed Child/Youth.</p>	<p>Failure to meet performance target could result in a program review and implementation of an administrative remedy(ies) as outlined in Exhibit M.</p>
<p>The CONTRACTOR'S Participation in CFT/MDT meetings to address the issues related to the Placed Child/Youth permanency needs.</p>	<p>CFT/MDT meeting sign-in sheets</p> <p>Needs and Services Plan/Quarterly Reports</p>	<p>100 % of Placed Child/Youth will have a CFT/MDT meeting within 15 days of placement and meet every 30 days at a minimum to address the ongoing long term view and permanency needs of the Placed Child/Youth.</p>	<p>Failure to meet performance target could result in a program review and implementation of an administrative remedy(ies) as outlined in Exhibit M.</p>

COUNTY'S FOCUS INDICATORS	DATA AND REPORTING SOURCES	PERFORMANCE TARGETS *	COUNTY ACTIONS FOR UNMET PERFORMANCE TARGETS
<p>Discharge to less restrictive environment.</p> <p>Less restrictive environment is defined in order as reunification, adoption, legal guardianship; FFA certified home, licensed foster home, or lower RCL GH</p>	<p>CWS/CMS</p> <p>Child/Youth's Case File:</p> <p>Needs and Services Plan/ Quarterly Reports</p> <p>CFT/MDT meeting progress notes</p> <p>Discharge Summary</p>	<p>100% of Children/Youths placed 30 days or more will have a discharge planning meeting and will exit with an appropriate aftercare mental health treatment plan.</p> <p>100% of all case records for youth 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.</p>	<p>Failure to meet performance target could result in a program review and implementation of an administrative remedy(ies) as outlined in Exhibit M.</p>
<p>Increased placement stability.</p>	<p>CWS/CMS</p> <p>Notice of Intent to Discharge</p> <p>Child/Youth's Case File:</p> <p>Discharge Summary</p>	<p>90% or more of the total DCFS Children/Youth served per year are not replaced prematurely at the CONTRACTOR'S request.</p>	<p>Failure to meet performance target could result in a program review and implementation of an administrative remedy(ies) as outlined in Exhibit M.</p>

COUNTY'S FOCUS INDICATORS	DATA AND REPORTING SOURCES	PERFORMANCE TARGETS *	COUNTY ACTIONS FOR UNMET PERFORMANCE TARGETS
<p>The CONTRACTOR'S participation in CFT/MDT meetings to address the identified issues related to Placed Child/Youth's well being and self sufficiency</p>	<p>Child/Youth's Case File: Needs and Services Plan/Quarterly Reports TEAM meetings (i.e. CFT/MDT) sign-in sheets</p>	<p>All CONTRACTORS will participate in CFT/MDT meetings every 30 days at a minimum.</p>	<p>Failure to meet performance target could result in a program review and implementation of an administrative remedy(ies) as outlined in Exhibit M.</p>
<p>Improved level of child/youth's functioning</p>	<p>Meal Plan Child Interview notes Child/Youth's Case File: Needs and Services Plan/Quarterly Reports School Attendance Logs Report Cards Mental Health records Medical and Dental records Transitional Independent Living Plan (TILP). TEAM/CFT/MDT progress notes I-Track web-based system.</p>	<p>All CONTRACTORS will consult with a nutritionist to provide the Placed Children/Youth with a minimum of three nutritious and balanced meals, and two snacks throughout the day.</p> <p>100% of the Placed Children/Youth will improve or maintain their expected academic performance and attendance in accordance with NSP and IEP.</p> <p>(Academic performance is defined as improved grades and/or improved test scores and/or promotion to the next level and/or high school graduation and/or progress towards IEP goals, if applicable, for those children who have been placed at the CTF over 90 Days.</p>	<p>Failure to meet performance target could result in a program review and implementation of an administrative remedy(ies) as outlined in Exhibit M.</p> <p>Failure to meet performance target could result in a program review and implementation of an administrative remedy(ies) as outlined in Exhibit M.</p> <p>Failure to meet performance target could result in a program review and implementation of an administrative remedy(ies) as outlined in Exhibit M.</p>

COUNTY'S FOCUS INDICATORS	DATA AND REPORTING SOURCES	PERFORMANCE TARGETS *	COUNTY ACTIONS FOR UNMET PERFORMANCE TARGETS
	Discharge Summary	<p>Attendance is based on previous school attendance records and/or the CTF education assessment at placement.)</p> <p>100 % Placed Children/Youth receive timely medical and dental services as required and as needed.</p> <p>100% Placed Children/Youth needing Mental Health services, as identified in the NSP, receive timely Mental Health assessment and/or services consistent with the Placed Child/Youth's identified needs and in accordance with the CONTRACTOR's DMH contract.</p>	Failure to meet performance target could result in a program review and implementation of an administrative remedy(ies) as outlined in Exhibit M.
Placed Children/Youth are placed in appropriate school setting, continue his or her education in the school of origin whenever feasible or are enrolled in the new school within 3 school days.	<p>CWS/CMS</p> <p>Child's Case File:</p> <p>Needs and Services Plan/Quarterly Reports</p> <p>School records</p> <p>TEAM/CFT/MDT progress notes</p>	<p>100% Placed Children/Youth are enrolled in school within 3 school days of placement.</p> <p>All CONTRACTORS collaboratively work with the CFT/MDT in assisting the Placed Children/Youth to be enrolled in school settings consistent with their educational needs.</p>	Failure to meet performance target could result in a program review and implementation of an administrative remedy(ies) as outlined in Exhibit M.

COUNTY'S FOCUS INDICATORS	DATA AND REPORTING SOURCES	PERFORMANCE TARGETS *	COUNTY ACTIONS FOR UNMET PERFORMANCE TARGETS
Placed Children/Youth who achieved high school graduation or equivalent.	Child's/Youth's Case File:  School records	At least 90% of age appropriate Placed Children/Youth graduate with high school diploma, GED or certificate of completion.	Failure to meet performance target could result in a program review and implementation of an administrative remedy(ies) as outlined in Exhibit M.
Placed Children/Youth's participation in supplemental activities.	Child's Case File:  Needs and Services Plan/Quarterly Reports  TEAM/CFT/MDT progress notes	100% Placed Children/Youth receive supplemental education or participate in appropriate group activities as needed or requested.	Failure to meet performance target could result in a program review and implementation of an administrative remedy(ies) as outlined in Exhibit M.
Placed Children/Youth's (ages 14 and older) participation in the COUNTY'S Youth Development Services, Transitional Age Youth (TAY) services and/or equivalent programs.	Child's Case File:  Needs and Services Plan/Quarterly Reports  Transitional Independent Living Plan (TILP).  TEAM/CFT progress notes	All CONTRACTORS will facilitate the participation of 100% of Placed Children/Youth in the COUNTY'S Youth Development Services, TAY/ILP or equivalent programs.  All CONTRACTORS will ensure that support services are provided to assist Placed Children/Youth with independent living skills (i.e. money management, post secondary education, work readiness skills, etc.)	Failure to meet performance target could result in a program review and implementation of an administrative remedy(ies) as outlined in Exhibit M.

COUNTY'S FOCUS INDICATORS	DATA AND REPORTING SOURCES	PERFORMANCE TARGETS *	COUNTY ACTIONS FOR UNMET PERFORMANCE TARGETS
Placed Children/Youth have important relationships with significant adults.	Child/Youth's Case File: Needs and Services Plan/Quarterly Reports TEAM/CFT/MDT progress notes	All CONTRACTORS in collaboration with CFT/MDT will facilitate development of healthy relationships with significant adults as identified by the CFT/MDT.	Failure to meet performance target could result in a program review and implementation of an administrative remedy(ies) as outlined in Exhibit M.
Maintenance of current health and education records in binders.	Health and Education Records	100% Placed Children/Youth have updated health/education records organized in files during the placement period.	Failure to meet performance target could result in a program review and implementation of an administrative remedy(ies) as outlined in Exhibit M.
Placed Children/Youth have a life book/photo album of items that relate to their achievements and memories.	Life Book/Photo Album	100% Placed Children/Youth have a life book/photo album (hard copy and/or electronic) of items that relate to their achievements and memories.	Failure to meet performance target could result in a program review and implementation of an administrative remedy(ies) as outlined in Exhibit M.



## 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)

# **LEGAL RIGHTS OF TEENS IN OUT-OF-HOME CARE**

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**REVISED JULY 2009**

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## INTRODUCTION

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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.<sup>1</sup>

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

Thanks also to Carole Shauffer, Maria Ramiu, Alice Bussiere, Pat Riley, Janet Knipe, Beverly Williams, Sujung Kim, Sharon Meieran, Alicia Amezcua, Nakeisha Peacock, Kelli Keith, Clark Peters, Liz Yap, Sheila Keating, Cheryl DeMichele, Janet Hong, Cristina Velez, Ayana Murphy, Karli Sager, Jyoti Rekhi, Rebecca Loubriel, Jennifer Luckowiak, Jennifer Chang, Kemi Mustapha and Jack Bouboushian.

This handbook was made possible by the generous support of the Morris Stulsaft Foundation, the Skadden Fellowship Foundation and the Bernard and Alba Witkin Charitable Trust.

## 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 other abuse, or corporal punishment.
- ◆ Be free from discrimination on the basis of race, ethnic group identification, ancestry, national origin, color, religion, sex, sexual orientation, gender identity, mental or physical disability or HIV status.
- ◆ Be given healthy food, adequate clothing, individual storage space and for youth in group homes, an allowance.
- ◆ Be free of unreasonable searches of personal belongings.
- ◆ Not be locked in any room, building, or facility premises.\*
- ◆ Receive medical, mental health, vision and dental services.
- ◆ Refuse medications or chemical substances not authorized by a doctor.
- ◆ Get sensitive health care services without an adult's permission.
- ◆ Contact your family members. Visit and contact your brothers and sisters.\*\*
- ◆ Make and receive confidential phone calls and send or receive unopened mail.\*\*
- ◆ Go to school. Participate in school activities, religious services of your choice, and age appropriate extracurricular and social activities.
- ◆ Have social contacts outside of the foster care system.
- ◆ Keep your own money and have your own bank account.\*\*
- ◆ Attend Independent Living Skills Programs if you are 16 or older.
- ◆ Work if you are old enough by state law.
- ◆ Attend your court hearing and speak to the judge. Review your case plan. Keep your court records confidential.
- ◆ Contact your social worker or probation officer, attorney or CASA. See your social worker or probation officer once a month.
- ◆ Make complaints to the Department of Social Services and Foster Care Ombudsperson without punishment.<sup>3</sup>

\* Unless you are in a community treatment facility.

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

## **YOUR GROUP HOME OR FOSTER HOME'S RESPONSIBILITIES**

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

## **YOUR SOCIAL WORKER OR PROBATION OFFICER'S RESPONSIBILITIES**

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- To extend you courtesy and respect.
- To meet with you regularly, usually once a month.
- To call you once a month if there will be no visit. To return calls to you.
- To arrange for services to meet your needs while you are in placement.
- To choose the least restrictive and most appropriate placement for you.
- To formulate a permanent plan for you.
- To arrange visits with parents and siblings.\*
- To ask you about significant adults in your life that you would like to stay in touch with and work to make those connections possible.\*\*
- To inform the court of your situation and make recommendations to the court.
- To provide services for independent living after you turn 16, if not sooner.

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

\*\* If you are 10 or older and in a group home.

## COMPLAINTS

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**What can I do if I think that something is wrong with my placement, care or services, or if I don't get along with the foster parent, the group home staff, or my social worker?**

- First, talk to the person you don't get along with. Many times you can solve even big problems through honest discussion.
- If talking with the person does not work or you do not feel safe talking to that person, try talking with another adult who can help you with your problems. You can try talking with your social worker (or your social worker's supervisor), attorney, court appointed special advocate, or caregiver.
- If this doesn't work, you may want to consider contacting a local government agency or filing a complaint.<sup>4</sup> \*\*

### **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.

In addition to the state office, most counties in California have their own Ombudsman offices, which may be contacted to informally attempt to fix the problem.

### **Community Care Licensing (CCL)**

The CCL makes sure that foster care placements are following the foster care licensing requirements. The CCL may conduct an investigation if there is a complaint of mistreatment in a foster care placement. If you are staying in a foster family home or relative's home instead of a group home, the county you live in (rather than the CCL) may be in charge of your home. First try calling the CCL. They should be able to tell you which office is the right one to call.

For more information and a list of county agencies, see the ***Useful Resources*** section of this booklet.

\*\*Every group home is required to have written complaint procedures. You cannot be punished for filing a complaint. The home's complaint process 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.<sup>5</sup> 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.<sup>6</sup>

**ENTERING THE SYSTEM**

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## ROLE OF THE COURTS

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### What is a juvenile court?

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

### What is a juvenile court petition?

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

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

A **300 Petition** is filed by the county child welfare department for abused or neglected children and youth and will state -- "allege" -- the reasons that county child welfare department workers think a child needs protection.<sup>7</sup> 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.<sup>8</sup> These are violations that are unlawful because of your age, or 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.<sup>9</sup> 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*<sup>10</sup> happens at the very beginning of a case when a youth has been removed from home by a social worker because of an emergency. The judge decides whether to let you go back home or to order you to stay in temporary foster care. The detention hearing must take place no later than three days after you've been removed from your home. Even if the judge lets you return home or to a relative's home, he or she may order the Department to supervise your care.

If you are placed in emergency or temporary foster care, then the judge must set a hearing date within 15 days of the time you enter temporary placement. If you're staying at home, the hearing must be within 30 days of the filing of the petition.<sup>11</sup> These hearings can be postponed if all the lawyers agree.

At the *jurisdictional hearing*,<sup>12</sup> 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*,<sup>13</sup> 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,<sup>14</sup> 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. Your parents (or guardian), your CASA and all of the lawyers involved in the case have a right to a copy.<sup>15</sup>

The court reviews your case at a *dependency status review*, at least every six months.<sup>16</sup> 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).<sup>17</sup> You or your lawyer can participate.<sup>18</sup> You also are entitled to get notice of the review at least 15 days ahead of time and no more than 30 days ahead of time.<sup>19</sup>

The *permanency planning hearing*<sup>20</sup> determines your future placement, though 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.*<sup>21</sup> 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.*<sup>22</sup>
- *Legal guardianship.*<sup>23</sup> The judge will look at this option only if adoption is not an available option.<sup>24</sup>
- *Long-term out-of-home care.*<sup>25</sup> The judge will look at this option only if all the other options are not possible.

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



After the permanency planning hearing, the court will continue to review your case every 6 months. This review could take place sooner than 6 months if the court thinks it is in your best interest.<sup>26</sup>

### **What is adoption?**

Adoption is the first permanent plan option the court must consider when a foster child cannot be safely returned to his or her parents.<sup>27</sup> A foster child over 12, must agree to be adopted.<sup>28</sup> If the court finds that termination of parental rights would not be detrimental to the child, the court terminates parental rights and orders adoption as the permanent plan for the child.<sup>29</sup> Unlike guardianship, which is only temporary, adoption is legally permanent. Once adopted, the child is out of the foster care system and the law treats the adopted child just like any other "child" of the adoptive parents.<sup>30</sup> The Adoption Assistance Program provides benefits to families who adopt a child from foster care.<sup>31</sup> Adoptive parents may receive reimbursement for some expenses, such as court costs associated with the adoption,<sup>32</sup> as well as regular payments, that may not exceed the amount the would have been paid if the child were in a foster family home, to meet the child's needs.<sup>33</sup> If you are not adopted within 3 years and the court feels adoption is no longer in your permanent plan, you may petition the court to reinstate your parents' rights.<sup>34</sup>

### **What is guardianship?**

Guardianship is the second permanent plan option the juvenile court must consider when a foster child cannot be safely returned to his or her parents.<sup>35</sup> A guardianship suspends the rights and responsibilities of the parents and gives legal authority and responsibility to care for the child to a responsible adult who has some relationship to the child, like a foster parent, relative or a family friend. After the court appoints a guardian, the juvenile court may keep the child in foster care or close the case. If the court appoints a relative as a guardian and closes the juvenile court case, the relative may continue to receive the basic foster care payment through the Kin-Gap program<sup>36</sup>. Guardianship is not permanent and automatically ends if the guardian dies or when the child turns 18, is adopted, marries or enters into active duty in the armed forces of the United States.<sup>37</sup> The parent, guardian or child can also petition the court to end a juvenile court guardianship sooner.

### **How do I find out about court hearings?**

If you are 10 or older, the court must notify you in writing of the date, time, and place of each hearing.<sup>38</sup>

### **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.<sup>39</sup> 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.<sup>40</sup>

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

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

Yes. If you can't live with your parents, a judge can place you with either a relative, or in a foster or a group home. You should tell the judge where you want to live.<sup>41</sup>

A judge will also decide whether you can visit with your parents or 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.

## **“BEST” PLACEMENT**

---

In deciding if you should live with a relative, the judge will look at each relative's moral character and ability to:

- be effective in guiding your behavior,
  - provide for your needs,
  - protect you from your parents,
  - facilitate visitation and court ordered reunification efforts, and
  - keep you and your siblings together, and
  - provide legal permanence for you if reunification fails.<sup>42</sup>
- 

## **Can I have an attorney to represent me at court 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 you and keep you safe.<sup>43</sup>

## **How do I get an attorney?**

The court must appoint an attorney for you, unless the judge believes that you would not benefit by having an attorney. If you don't have an attorney and think that you need one, tell the judge what you think. The judge must give the specific reasons why you would not benefit from having an attorney if the judge does not appoint an attorney for you.<sup>44</sup>

## **What is the attorney supposed to do?**

Your attorney is responsible for investigating facts, interviewing witnesses, making recommendations to the court concerning your welfare and participating in later court proceedings to represent your interests. This responsibility exists for issues directly involved in the court proceedings and those outside of that scope. Also, your attorney must interview you and take into account your wishes when making his or her recommendations to the court.<sup>45</sup>

The same attorney who represents you at the first hearing is responsible for representing you at all later hearings unless the judge has a good reason to remove your attorney from your case or just change your attorney.<sup>46</sup>

## **Who else can attend court hearings?**

Your parents, their attorneys, your guardian or foster parents (if you are living with a foster family)<sup>47</sup> and their attorney, your social worker, and your court-appointed special advocate (CASA) can all attend the hearings. Any blood relative who cares about your case can also attend.<sup>48</sup> Non-relatives who are not legal guardians but who have been taking care of you on a day-to-day basis can also attend.<sup>49</sup> In addition to having the right to attend your hearing, your foster parent, Indian custodian, relative caregiver, community care facilitator, or foster family agency may give the court relevant information.<sup>50</sup> The judge may also give permission for other people to attend a court hearing.<sup>51</sup>

### **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 has a right to know what the report says at least 10 days before each status review hearing.<sup>52</sup>

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

## COUNTY CHILD WELFARE DEPARTMENT (CCWD)

## YOU

## THE COURT

CCWD prepares a case plan for you

You stay in emergency placement or temporary custody

The court conducts a detention hearing and a jurisdiction hearing to decide whether it and the CCWD should stay involved in your case

Your social worker visits you at least once a month and whenever you request a visit

You stay in kinship care, foster care, or group home

The court conducts a disposition hearing to decide your permanent and temporary placements

CCWD prepares a social report for each hearing to help the court make a decision in your best interests

The court (or CCWD) reviews your dependency status every six months

You return home, are adopted, obtain a legal guardian, or are placed in long-term out-of-home care

No later than 12 months after the disposition hearing, the court conducts a permanency planning hearing

## OUT-OF-HOME CARE

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### 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.<sup>53</sup>

### 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<sup>54</sup> is a written document that sets out specific steps the social service agency and your family will take to try to resolve the problems that led to your being removed from your home. The county child welfare department must complete a case plan within 60 days of your removal from home.<sup>55</sup> It must take into account your best interests and special needs.<sup>56</sup> See the box on the next page for what must be in the case plan.<sup>57</sup>

The case plan must include your health and education records.<sup>58</sup> It should be updated at least every six months.<sup>59</sup> You have a right to be involved in the development of your case plan.<sup>60</sup> 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 and steps to reach that goal;
- The type of foster care where you are 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 social worker/probation officer
- A visitation schedule for your parents and siblings; and
- A transitional independent living plan if you're 16 or older.<sup>61</sup>

### What is a transitional independent living plan?

It's a plan for how you will get the skills and help you need to be able to live on your own. Your social worker must give you information about and the opportunity to participate in the independent living plan.<sup>62</sup> See the section called *Independent Living and Transitional Housing* for more details.

### Can I see my case plan?

Yes, if you are over 12, you have a right to review the plan, sign it, and receive a copy.<sup>63</sup> Every child has a right to be involved in the development of his or her case plan (as age appropriate).<sup>64</sup> The case plan is a part of the court record of each hearing, so you can get a report of its contents at each hearing.<sup>65</sup>

## TYPES OF PLACEMENTS

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### Where will I be sent to live if 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 more children. Most group homes have paid staff that usually does not live there. Services are provided to you in a group setting, though group homes should be as family-like as possible. *Kinship care* is a placement in the home of a relative or in the home of a non-related extended family member, someone you know well, but is not a blood relative. The court will try and place you in kinship care 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<sup>66</sup>
- court placement<sup>67</sup>

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.<sup>68</sup> 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***.

**SURVIVING THE SYSTEM**





## TELEPHONE CALLS

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### **Can I make phone calls or have other people call me when I am in foster care?**

Yes. You have the right to make and receive telephone calls while you are in foster care, no matter which kind of placement you live in.<sup>69</sup> You can call or get calls from anyone you want - unless the court says that there should be limits on who you can talk to.<sup>70</sup> If the court says there are people you cannot talk to, the court or your social worker must tell your caregiver (group home, foster parent, relative) about it in writing.<sup>71</sup>

### **Can I make and get calls right away when I get placed in a new shelter or group home?**

Yes. Just because you are new to a placement does NOT mean that they are allowed to restrict your calls.<sup>72</sup> Again, only the court can limit your right to make phone calls (and your placement can enforce the court's decision).

### **Can my caregiver listen when I'm on the phone?**

No. You have the right to make and get *confidential* phone calls.<sup>73</sup> That means no one can listen in to your calls. That also means that you should be able to make or take a call somewhere where there is privacy and no one else (other youth, staff or adults) is listening to your end of the conversation.

### **Can my caregiver punish me by taking away my right to use the phone?**

You can always make calls if there is a real emergency. Also, there are certain people you must ALWAYS be allowed to call (you might have to wait your turn, but you must then be allowed to call). These people include: your lawyer, your social worker or probation officer, your Court Appointed Special Advocate, your family members, the Ombudsman's office and Community Care Licensing.<sup>74</sup> Your caregiver can temporarily take away your right to talk to other people (besides everyone in the last sentence) as punishment or to make sure that everyone has an equal chance to make calls.<sup>75</sup>

### **Can my social worker or caregiver decide that I'm only allowed to talk to certain people on the phone?**

Again, only the court can make that decision. If your social worker is doing what the judge ordered, she or he can place limits on your phone use. But your social worker or caregiver cannot make a list of people you can and cannot talk unless there is a court order about it.

### **Can my caregiver make me pay for my phone calls?**

You cannot be forced to pay for calls to anyone you have the right to call including your lawyer, your social worker or probation officer, your Court Appointed Special Advocate, your family members, the Ombudsman's office and Community Care Licensing.<sup>76</sup> You also cannot be forced to pay for local telephone calls.<sup>77</sup> This means that you should have access to a free phone. Your caregiver can ask you to pay for long distance calls though. If you don't pay them back, they can take away your right to talk on the phone long distance to anyone except your lawyer, your social worker or probation officer, your Court Appointed Special Advocate, your family members, the Ombudsman's office and Community Care Licensing (remember, you can ALWAYS call these people).<sup>78</sup>

## VISITATION

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### **How often should my social worker visit?**

Usually once a month. In the first month of placement, your social worker should visit at least three times.<sup>79</sup> If you're in a long-term, stable placement, visits can be less frequent, but your social worker should always visit at least once every two months.<sup>80</sup> If you're in a group home, your social worker must visit you every month.<sup>81</sup> 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<sup>82</sup> and grandparents<sup>83</sup> 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,<sup>84</sup> grandparents, siblings,<sup>85</sup> and other important family members. The judge can order visitation for anyone who has an interest in your welfare.

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

Yes. The placing agency (your social worker) must allow you to keep contact with siblings as much as possible, unless the court decides it is against the best interests of you or your brother or sister.<sup>86</sup> Your case plan should specifically set out visitation arrangements for you and your siblings.<sup>87</sup>

### **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*.

## HEALTH CARE

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### Do I have a right to health care?

Yes. You have a right to basic health care, which includes medical, dental, vision and mental health services.<sup>88</sup>

### Who can I talk to if I want to see a doctor or nurse?

Talk with your care provider (foster parent, guardian or a group home staff member). If there is a problem talking to your care provider, you can also talk with your social worker, probation officer or attorney.

### Do I need an adult's permission for all health care services?

No. Although your parent, caregiver or the court must give permission for you to get most of your health care services, you can give permission for and confidentially receive certain "sensitive health care services". (See question below for definition of sensitive health care services.)

### What are sensitive health care services?

Sensitive services are the specific health care services described below that the law allows you to make decisions about because it is more important for you to get treatment than not get treatment because you may be afraid or embarrassed to get permission from your parent or caregiver.

You do not need an adult's permission for any medical services that have to do with preventing or treating pregnancy, including getting birth control or an abortion or having a baby.<sup>89</sup> See the section on ***Pregnancy***.

You also do not need an adult's permission if you are 12 years old or older and the services are related to treatment of:

- sexually transmitted diseases(STD's), HIV/AIDS, hepatitis, tuberculosis and other serious infectious, contagious, or communicable diseases<sup>90</sup> ;
- drug or alcohol use;<sup>91</sup>
- rape<sup>92</sup> or sexual assault;<sup>93</sup>

or

- mental health conditions, but only for outpatient counseling services and only if a doctor finds that you are mature enough to make the decision and you present a danger to yourself or others without the treatment.<sup>94</sup>

To find services for anything talked about above, you can talk to a nurse at the Teenage Health Resource Line at (888) 711-TEEN. You can also call the California Youth Crisis Line at (800) 843-5200. Both lines are confidential, so no one else will find out what you talked about.

### Do I ever have to take medications?

You have the right to say no to all medications and chemical substances that are not authorized by a doctor.<sup>95</sup>

### **What if I do not want to take medication that has been prescribed by the doctor?**

If you do not like the way a medication makes you feel or if you think that it's not the right kind of medicine for you, try talking to your caregiver or doctor first. If this does not work, try talking to your social worker or lawyer. The Court has the power to decide who can make medical decisions in your life.<sup>96</sup>

### **How is my health care paid for?**

When you are first placed in a foster home, kinship care, or a group home placement, you should be automatically enrolled in Medi-Cal or your county's substitute health insurance program. Your health care needs will be paid for through one of these two programs and you will not need to pay for any services as long as you are in, or covered by, the foster care system in California.

### **Can I still get Medi-Cal when I leave foster care when I turn 18?**

If you are in the foster care system when you turn 18, you can continue to use Medi-Cal until you turn 21.<sup>97</sup> See the section called *Transitional Medi-Cal*.

## PREGNANCY

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### **What if I become pregnant while in out-of-home care?**

If you become pregnant while in foster care, the decision of whether to keep the baby, put the baby up for adoption or have an abortion is entirely up to you. You have the same right as other teens to get advice on birth control, family planning and pregnancy tests without the consent of anyone else.<sup>98</sup>

### **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.<sup>99</sup>

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

If you give birth while in out-of-home care, your baby will not automatically be taken away from you. You and the baby should be kept together in as family-like a setting as possible. If possible, you and the child should get access to services to help support you and the baby.<sup>100</sup> The child welfare agency may take your baby away if it believes that the baby has been abused or neglected, or is at risk of abuse or neglect.<sup>101</sup> If the child welfare agency does take away your baby, it must give you notice of why it took away your baby, how the court process works to decide whether the agency should have taken your baby and what your rights are to try to get your baby back.<sup>102</sup> The court must give you a lawyer to help you fight to get your baby back through the court.<sup>103</sup>

### **What is a “whole family foster home”?**

A “whole family foster home” is a family home specifically trained to help you develop positive parenting skills.<sup>104</sup> Whenever possible, you should be placed in a whole family foster home with your baby.

### **What is a “shared responsibility plan”?**

A “shared responsibility plan” is an agreement made between you, your caregiver, and the child welfare agency or the probation department.<sup>105</sup> The plan should be created as soon as possible, but not later than 30 days after your placement.<sup>106</sup>

The purpose of the plan is to help keep you and your baby as a family, to help you learn how to be a good parent, and to help prevent any arguments or misunderstandings between you and your caregiver.<sup>107</sup>

Things that should be included in the shared responsibility plan are: feeding, clothing, hygiene, health care, discipline, and sleeping arrangements.<sup>108</sup>

When the plan is finished, a copy must be given to you, your attorney, your caregiver, and the child welfare agency/probation department.<sup>109</sup> After this is done, your caregiver's monthly payment will increase by \$200 per month for the extra care and supervision of your baby.<sup>110</sup>

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

If you become pregnant, Medi-Cal will cover your abortion if you want one. An abortion is considered a sensitive service that you can get without the permission of a parent, guardian, caregiver or the court, and it will be provided to you at no cost. See the section on **Healthcare**.

**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.

**Will my foster care provider receive extra money to help care for my baby?**

If your baby is living with you in a foster care placement, your foster care provider will receive additional foster care funding to cover the basic care and supervision of your baby.<sup>111</sup>

## EDUCATION

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### **Do I have a right to go to school?**

Yes.<sup>112</sup> You have a right and a responsibility to go to school. You also have a right to the same school resources, services and extracurricular activities as other students in your school.<sup>113</sup>

### **Who can make educational decisions for me?**

Your parents (or legal guardian) keep the right to make educational decisions for you unless the juvenile court specifically limits their right to make educational decisions or terminates all of their parental rights. Whenever the juvenile court limits the right of a parent to make educational decisions, the court must choose a responsible adult to make educational decisions for you. If you are a student receiving special education services and the court can't find a responsible adult to make educational decisions for you, it will ask your school district to appoint a surrogate parent.<sup>114</sup> However, the court and the school may not choose your social worker, probation officer or someone who works for your current group home placement or school to make educational decisions for you.<sup>115</sup> If the court cannot find a responsible adult to make educational decisions for you, the court may make those decisions for you.<sup>116</sup>

### **Can my foster parents make educational decisions for me?**

When the court is deciding on a responsible adult, or the school district is deciding on a surrogate parent, they will probably choose your foster parent, relative caregiver, or court appointed special advocate (CASA). If the school district can't find a surrogate parent for you out of the possibilities above, then it can pick someone of its own choice.<sup>117</sup> The court will also consider other adults in your life like relatives, family friends, or mentors willing to make those decisions for you.

### **Do I have to go to certain schools because I am in out-of-home care?**

You have a right to go to a public school in the district you are living, unless either your Individualized Education Program (IEP) or the person responsible for making educational decisions for you says differently.<sup>118</sup>

### **Do I have to change schools if my placement changes?**

If your placement changes, you have the right to stay in your school for the rest of the school year if it is in your best interest, even when your living arrangement changes.<sup>119</sup> Where you go to school is a decision that should be made by you, the person in charge of your educational decisions, and the school district's foster care liaison. If there is a disagreement among you, you have a right to stay in the same school until the disagreement is resolved.<sup>120</sup>

### **If I change schools, can my new school make me wait for any reason to enroll?**

No. You have a right to be immediately enrolled in your new school, *even if:*

- the school has not yet received your proof of residency or immunization, health or academic records,
- you do not have your school uniform yet,

**and/or**

- you still owe fines at your old school.<sup>121</sup>

### **Will I lose credits for the work I did at my old school if I change schools?**

The school you transfer to must give you full or partial credit for work you completed. Your old school is responsible for providing to your new school a record of your grades, classes taken, attendance and any credits earned.<sup>122</sup>

Once it has been decided that you are going to change schools, your case worker or probation officer will notify your old school of your last day of attendance and ask them to figure out your class credits and grades.<sup>123</sup> Within two business days of being notified, your old school must send your new school your information, including your grades, classes you've taken, immunization records, and your special education plan (if you have one).<sup>124</sup>

### **Can schools punish me or lower my grades for absences?**

It depends on the reason you were absent. A school cannot punish you or lower your grades for absences because of a :

- school transfer
- foster care placement change
- court appearance

or

- court ordered activity.<sup>125</sup>

If you were sick, attended a funeral of a family member, or had a dental or medical appointment, including an appointment for a sensitive health service that does not require an adult's permission (see the section on **Health Care**), the school must excuse your absence.<sup>126</sup> The school must give you a reasonable amount of time to complete any work you missed for any excused absence and the school must give you full credit for work if you successfully complete it.<sup>127</sup>

Just be sure to bring your school a note from your caregiver, social worker, probation officer, the court or your doctor excusing your absence.



## IMMIGRANT STATUS

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### **Can I be denied services while I'm in a foster home or group home placement just because I'm an immigrant?**

No. You must have fair and equal access to all available services and you may not be discriminated against or harassed just because you are an immigrant.<sup>130</sup>

### **If I'm undocumented, can I get a green card because I've been placed in a kin, foster or group home placement?**

Maybe. Children who have been abused, neglected or abandoned, and are eligible for placement in long-term-foster care because they cannot be reunified with their parents may be eligible for a green card by applying for Special Immigrant Juvenile Status (SIJS).

### **What is Special Immigrant Juvenile Status (SIJS)?**

SIJS makes it possible for dependents and wards of the juvenile court to become a permanent resident of the United States (i.e. get a green card).<sup>131</sup> To get the full benefits of this status, you must also apply for Permanent Resident Status.

If your application for SIJS and Permanent Resident Status are approved, you can stay in the United States permanently, work here, qualify for in-state tuition at colleges, and apply for US citizenship in five years.

### **Can I apply for SIJS?**

To apply for SIJS, these things **must** be true:

- you are under 21;<sup>132</sup>
- you are not married;<sup>133</sup>
- you have been declared a dependent of the juvenile court or have been placed in out-of-home care by the juvenile court and remain under juvenile court jurisdiction;<sup>134</sup>
- your juvenile court judge has decided you are eligible for long term foster care because parental reunification is not possible;<sup>135</sup>
- the judge's decision regarding your eligibility for long term foster care was because of a specific finding of abuse, neglect or abandonment;<sup>136</sup>
- the judge has decided it is in your best interest not to be returned to your home country;<sup>137</sup>

and

- the juvenile court judge has signed an order confirming all of the above.

### **Are there risks when applying for SIJS?**

Yes. A SIJS application alerts the immigration authorities that you or your family are not lawfully in this country and may cause the government to try to remove (deport) you from the United States if your application is denied.

### **What sorts of things could cause my Permanent Resident Status application to be denied?**

Even if you meet the beginning application requirements, your application could be denied for other reasons, including if you have a record with drugs or crime, are HIV positive, or have been deported before. If you fall into any of these categories, your application could be much more risky and you should talk to an experienced immigration lawyer before you apply.

### **Are there any other ways to get my green card?**

Yes, there are several. You might be able to have your parent, adoptive parent or stepparent apply for you if they are a US citizen even if you don't live with them. You might also qualify for something called temporary protected status if you are from a country that is in a civil war or where a natural disaster happened. To figure out your options, you should talk to a lawyer with experience in immigration issues.

### **How can I get help with Immigration issues?**

Start by asking your social worker, CASA, probation officer or care provider to help you find someone with experience in immigration issues to assist you. You should also talk to the lawyer assigned to your juvenile court case and ask for help with the process. If your juvenile court lawyer does not know about these issues, he or she should help you find someone who does. If your lawyer is unfamiliar with SIJS or other immigration issues and resources, he or she can contact:

**Immigrant Legal Resource Center—(415) 255-9499 or [ilrc.org](http://ilrc.org)**

**Pacific Juvenile Defender Center— [pjdc.org](http://pjdc.org)**

## **LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER AND QUESTIONING (LGBTQ) YOUTH**

The Foster Care Nondiscrimination Act, A.B. 458 (2003-2004), makes it illegal to harass or discriminate against youth and adults in the California foster care system because they are LGBTQ, or because someone thinks that they are.<sup>138</sup> This means that no one should harass or hurt you because of your sexual orientation, gender identity, sex or HIV status. If you have been harassed or discriminated against in the foster care system, you can file a complaint with CCL (Community Care Licensing), contact the state or your local Foster Care Ombudsman and/or talk to your lawyer or social worker. (See, the "Complaints" section on page 4.) If you need help or have questions about discrimination, you can also call the National Center for Lesbian Rights (they'll help even if you are not a lesbian) at 1-800-528-6257.

### **What if my foster parents or caregivers won't accept me or if they treat me differently because I'm an LGBTQ youth?**

If your foster parents will not accept your gender identity or sexual orientation and you feel unsafe, you should be allowed to move to another placement. You also have the right to get the same services, care, placement, treatment, and benefits as all foster youth. You can't be treated differently because of your sexual orientation, gender identity, sex, or HIV+ status. For example, if other youth in your group home can date – you cannot be prevented from dating simply because your sexual orientation is different from theirs.

## **CONFIDENTIALITY AND YOUR RECORDS**

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

Only those people directly involved in your case.<sup>139</sup> Also, the social worker can share information with those people who need it in order to take care of you.<sup>140</sup> 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.<sup>141</sup> Ask a guidance counselor or principal about what you need to do.

### **Can I look at court records?**

Yes. You have the right to look at your court records.<sup>142</sup> 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.<sup>143</sup> Ask your social worker or probation officer.

(Also see section on "Access to and Sealing of Records" below.)

## DRIVING

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### 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.<sup>144</sup> 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, and completed driver's education and training.<sup>145</sup> 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.<sup>146</sup>

### What are the requirements of a provisional license?

For the first 12 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 11:00 p.m. 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.<sup>147</sup>

### How do 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. It is their choice if they want 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 the section on ***Getting a Learner's Permit for Driving if You're Under 18***).

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

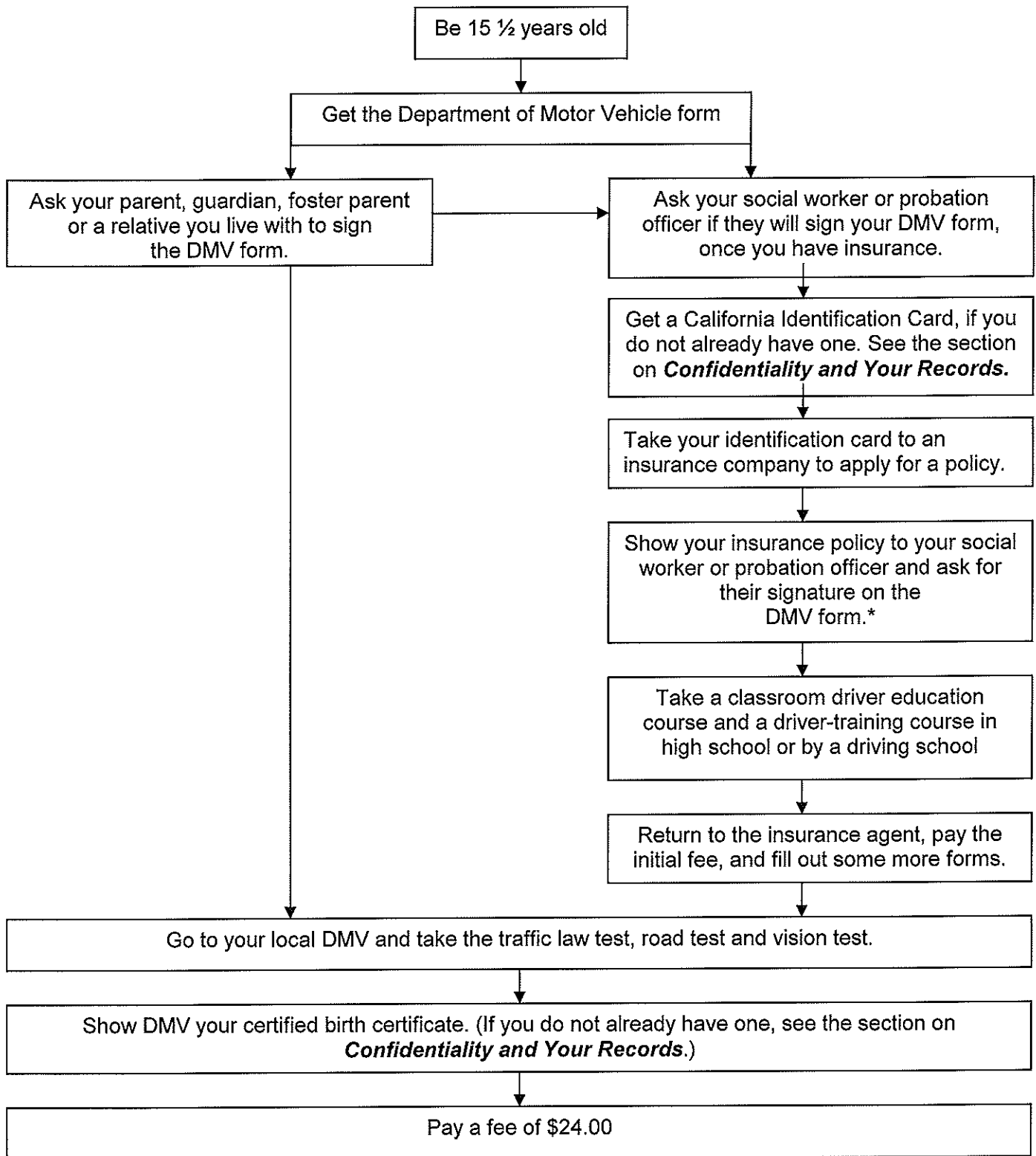
If no one will sign, you can get your probation officer or social worker to sign. They'll tell your foster parents that they're signing for you.<sup>148</sup> But to have your probation officer or social worker sign, you must have auto insurance -- *before you can get a license*. The probation officer, social worker, or county agency will not be responsible for damages from any accident.

### How do I get auto insurance?

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

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

## GETTING A LEARNER'S PERMIT FOR DRIVING IF YOU'RE UNDER 18



\* Remember, if your probation officer or social worker signed your DMV form, you need to be extra sure to keep your insurance payments up to date. The insurance company will terminate your policy if you're late in paying. If it does, it will tell the DMV, which will take away your license.

**PREPARING TO LEAVE THE SYSTEM**



## PREPARATION BY YOUR SOCIAL WORKER

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### What is supposed to happen before I leave foster care?

The court should have a final hearing to talk about closing your foster care case. You should be told about the hearing and allowed to attend.<sup>149</sup> Before the hearing, your social worker must make sure you have:

- Written information about your case, including your family history and placement history, and the location(s) of your siblings if they are in foster care and the court doesn't prevent you from knowing for a good reason;
- Your birth certificate, social security card, identification card, death certificate of your parent(s) if they died and proof of citizenship or residence;
- Help applying for continued Medi-Cal or other health insurance;
- A referral to transitional housing if it's available or help getting another place to live;
- Help getting a job or finding another way to earn money;
- Help applying to college or vocational training and getting financial aid; and
- Assistance to make sure you can keep relationships with people who are important to you if it is in your best interests or good for you.<sup>150</sup>

If any of these things have not happened and the judge thinks that is harmful to you, the court can keep your case open until all of these things are offered to you.<sup>151</sup> But if your social worker cannot find you or you refuse these services, the court can still close your case.



## INDEPENDENT LIVING AND TRANSITIONAL HOUSING

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### 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. ILSP is offered to youth 16 years old and older.<sup>152</sup> Many counties offer special group programs and activities 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.

The ILSP and services that you will need to help you prepare to move from foster care to independent living must be described in a *written transitional independent living plan (TILP)*,<sup>153</sup> which is part of your case plan. The TILP, designed by your social worker (and agreed to by you), should be appropriate for your age and abilities and should include education, career development, living skills, financial resources, and housing related services.<sup>154</sup>

### Who is eligible for these Independent Living Skills Programs?

Youth who are under 21 and were in a foster care or KinGap placement anytime between their 16<sup>th</sup> and 19<sup>th</sup> birthdays are eligible for ILSP.<sup>155</sup> However, any youth may be allowed to attend ILSP events. Some counties, for example, allow younger foster youth to participate.<sup>156</sup> Ask your social worker about it.

### What is transitional housing?

It is a type of placement that's available to foster youth 16 to 18 years old who are in, or have successfully completed, an Independent Living Program.<sup>157</sup> 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.<sup>158</sup>

So far, it's available in only a few counties in California, but should be available to more youth soon. For more information on what counties provide transitional housing talk to your social worker or you can visit: [http://www.childsworld.ca.gov/transition\\_342.htm](http://www.childsworld.ca.gov/transition_342.htm).

See the "Transitional Housing Program Plus" section below for information on transitional housing available in some counties for youth age 18 to 24 who are no longer in foster care.

## **MONEY AND JOBS**

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### **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.<sup>159</sup> 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.<sup>160</sup>

### **When can I get a job?**

You can legally start a job when you turn 16, and even sooner in special cases.<sup>161</sup> There are restrictions on the number of hours you can work per day and per week and the type of work you can do.<sup>162</sup> 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. If you are able to work responsibly, your group home or foster home should cooperate in your employment.<sup>163</sup>

### **Will I need an ID or a social security card to get a job?**

Yes. You will probably need both. Employers will need to see official identification proving who you are and that you have a social security number. Such identification may include a U.S. passport, driver's license, California identification card, Naturalization papers, etc. Even if a job does not require these, it is always a good idea to have a copy of your social security card and a picture ID. You should keep these in separate locations whenever possible, so that if you lose one, you still have the other.

### **How do I get a social security card?**

You probably already have a social security number assigned to you and you just need a copy of your card. First check to see if your social worker already has a social security card for you in your case file. You can also just go to a local social security office to get a card. To find the nearest office, look in the phone book or on the internet at: <https://s044a90.ssa.gov/apps6z/FOLO/fo001.jsp>. You will need to fill out a form, prove who you are and that you are a U.S. citizen or are here legally. Replacing your social security card does not cost anything.

### **What if somebody else already has my birth certificate or social security card and I can't get it from that person?**

You can get another copy of either. There's no law against having several copies. To obtain a certified copy of your birth certificate, you should first check with your social worker. He or she should have a copy. If he or she does not have a copy, 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 need. It may take a few weeks, unless you go in person. It usually costs \$10 - \$20. If you were born in California, the number is (916) 445-2684, and the fee is \$15.00.

### **What is a California identification (ID) card?**

A California ID card is a card issued by the State of California. ID cards look like driver's licenses, but are used for identification purposes only. An ID card is valid for six years.

### **How do I get a California identification (ID) card?**

To get a California ID card, you will have to visit a local Department of Motor Vehicles (DMV) office. At the DMV, you will have to do the following:

- Complete an application form DL 44. (An original DL 44 form must be submitted. Copies will not be accepted.)
- Give a thumb print.
- Have your picture taken.
- Provide your social security number. It will be verified with the Social Security Administration while you are in the office.
- Verify your birth date and legal presence. You may use any number of documents to prove this, such as your California driver license, passport, birth certificate or Permanent Resident Card.
- Pay the application fee. (\$21)

(More information about obtaining an ID card can be found at [http://www.dmv.ca.gov/dl/dl\\_info.htm#idcard](http://www.dmv.ca.gov/dl/dl_info.htm#idcard).)

### **What if I don't have a social security number?**

If you are legally in the United States, but cannot get a social security number, you do not need to provide a social security number at the DMV. However, you will need to provide a legal document which proves your birth date and legal presence.

### **If I have a juvenile record, will my employer be able to get this information?**

If your juvenile record has been sealed, your employer should not be able to get information that was in it unless you give it to him or give him permission to see it. See the section called **Access to and Sealing of Records** for more information.

### **Is there a limit on how much I can save?**

Yes. Any savings that you plan to use to prepare to leave or when you leave foster care may not exceed \$10,000 including interest. This type of savings account is called an emancipation account. The government may not make you use any of your savings in this account to help pay for your foster care placement.<sup>164</sup>

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.

## EMANCIPATION

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### 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.<sup>165</sup> Legally, when you turn 18, or reach the age of "majority," you become an adult under the law.<sup>166</sup> This means that you can vote, enter into contracts, get married and have certain other rights and responsibilities. Sometimes, however, the court will keep jurisdiction over your case and the court will still be involved in your life after you turn 18.

### Do I have to leave foster care when I turn 18?

Juvenile courts in California are allowed to keep your case open until you turn 21, but they are not required to.<sup>167</sup> In some counties, almost all youth leave the system when they turn 18, or maybe 19 if they are still working toward a high school degree, GED or vocational certificate.<sup>168</sup> There are some things that need to happen in every county before the court can terminate jurisdiction and "emancipate" you from foster care.

### Will I still get health insurance when I leave foster care?

If you are in foster care when you turn 18, you can continue to use Medi-Cal until you turn 21. (See the *Transitional Medi-Cal* section of this booklet).

### Can I get emancipated before I turn 18?

You can be emancipated under 18 if you get married or join the armed services – with the consent of your parent(s) or guardian(s) and the court.<sup>169</sup> You can also be emancipated by a judge<sup>170</sup>; but you won't qualify for emancipation by a judge if you are living in a group home, foster home, temporary shelter or living in any other situation where someone else supports you.

To be emancipated by a judge before you turn 18, you must be at least 14, living independently and managing your own finances, including having a legal source of income and managing your own finances and paying for things like food, clothing and housing.<sup>171</sup> Even if you meet the basic requirements, a judge may refuse to declare you emancipated if it is "contrary to your best interest," or in other words, not good for you.<sup>172</sup>

### Is emancipation my best option before I turn 18?

Emancipation is not for everyone. Very few youth meet the requirements before reaching the age of 18. Plus, 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, 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. 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.<sup>173</sup> 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.<sup>174</sup> You still won't be able to drink<sup>175</sup> or smoke.<sup>176</sup> You also won't be able to vote.<sup>177</sup>

## TRANSITIONAL MEDI-CAL

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### Can I still get Medi-Cal when I leave foster care when I turn 18?

If you are in the foster care system when you turn 18, you can continue to use Medi-Cal until you turn 21.<sup>178</sup> To receive these benefits you must keep living in California and make sure your social worker and Medi-Cal office know:

- your current address,
- if you want to continue under Medi-Cal, and
- if you will be getting any other health insurance.<sup>179</sup>

This type of Medi-Cal does not depend on how much money you have or what type of living arrangement you live in once you leave foster care.<sup>180</sup> You will have to go through the review process once a year and show that you are still under 21, living in California, and want to continue receiving Medi-Cal.

If you are going to turn 18 soon and leave the foster care system, but no one has talked to you to find these things out, call your social worker or call your county's Medi-Cal eligibility worker to set up an appointment.<sup>181</sup>

This extension of Medi-Cal does not apply to you if you are in the Kin-GAP program, an undocumented immigrant, or in a residential treatment facility. You are not disqualified if you are on probation, though.<sup>182</sup>

## TRANSITIONAL HOUSING PROGRAM PLUS (THP+)

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### What is the Transitional Housing Program Plus (THP+)?

THP+ is a program designed to help you live on your own once you have left foster care by helping you with housing and other services.<sup>183</sup> The THP+ program is run by local county governments.<sup>184</sup>

### Who is eligible for THP+?

You are eligible for THP+ if:

- you are between the ages of 18 and 24;<sup>185</sup> and
- you have emancipated out of foster care in a county that has chosen to participate in the THP+ program.<sup>186</sup> Sometimes counties will offer THP+ to youth that emancipated from foster care in a different county, but are now living in their county.<sup>187</sup>

### How long can I get THP+ Services for?

You cannot receive THP+ services for more than 24 months.<sup>188</sup> You also cannot receive THP+ if you are over the age of 23.

### Does it cost anything to stay in THP+ housing?

This depends on the program. You will need to check with the individual program to find out how much it costs. You may be charged monthly rent, but the cost is regulated by California law.<sup>189</sup>

### Does every county have a THP+ program?

Unfortunately, no. Counties choose whether or not to participate in the THP+ program. To find out if your county participates in the THP+ program, you can contact a transitional housing coordinator in your county. See the section of this booklet called **Useful Resources** for more information.

## ACCESS TO AND SEALING OF RECORDS

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### Can I get my juvenile court record sealed?

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

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

or

- after you turn 18,

but,

- if you've committed certain serious crimes, you will not be able to seal your records.<sup>190</sup>

Because of time limits on destruction of records, it may not be worthwhile to seal Section 300 records (See the chart on the next page).

For more information about sealing your records, see the *Useful Resources* section of this booklet.

### 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?

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.<sup>191</sup> 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.<sup>192</sup> 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.

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**WHEN RECORDS ARE DESTROYED**

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

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## USEFUL RESOURCES

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- **Office of the State Foster Care Ombudsman<sup>193</sup> (877) 846-1602**

<http://www.dss.cahwnet.gov/ombudsman/>  
[fosteryouthhelp@dss.ca.gov](mailto:fosteryouthhelp@dss.ca.gov)

Contact information for county offices may be found at:  
<http://www.fosteryouthhelp.ca.gov/contacts.htm>

### County Ombudsman Offices

Alameda	(510) 268-2365
Fresno	(559) 253-9450
Kern	(661) 631-6071
Los Angeles (Foster Care/Relative Homes)	(888) 889-9800/ (626) 938-1718
Los Angeles (Group Homes)	(888) 445-1234/ (213) 893-7988
Los Angeles (Emancipation Issues)	(626) 229-3849
Los Angeles (Probation)	(877) 822-3222/ (526) 940-2515
Orange	(714) 245-6015
Riverside	(909) 358-3236/ (909) 358-3134
Sacramento	(916) 875-2000
San Diego	(858) 694-5319
San Francisco	(415) 401-4449
San Mateo	(650) 802-6465/ (650) 595-7663
Santa Clara	(408) 436-7600
Solano	(707) 438-0110

### Other Offices

Medi-Cal Ombudsman	(888) 452-8609
Medi-Cal Ombudsman (Department of Mental Health)	(800) 896-4042
California Youth Authority (Office of Ombudsperson)	(916) 262-1467

- **Community Care Licensing (CCL)**

More information on CCL is located at: [http://ccl.dss.cahwnet.gov/res/pdf/childres\\_rolist.pdf](http://ccl.dss.cahwnet.gov/res/pdf/childres_rolist.pdf) and <http://ccl.dss.cahwnet.gov/>

### Statewide Children's Residential Program Offices

(916) 445-4351 / (310) 665-1940  
All Counties

### Northern California Children's Residential Program Regional Office

(916) 263-4700  
Counties: Amador, Calaveras, El Dorado, Nevada, Placer, Sacramento, San Joaquin, Solano, Stanislaus, Tuolumne, Yolo

### Chico Children's Residential Program Local Unit

(530) 895-5033  
Counties: Butte, Colusa, Del Norte, Glenn, Humboldt, Lake, Lassen, Modoc, Plumas, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity and Yuba

**Central California Children's Residential Program Regional Office**

(408) 277-1289

Counties: Monterey, San Benito, Santa Clara, Santa Cruz

**Fresno Children's Residential Program Local Unit**

(559) 243-8080

Counties: Alpine, Fresno, Inyo, Kings, Madera, Mariposa, Merced, Mono, Tulare

**Rohnert Park Children's Residential Program Local Unit**

(707) 588-5026

Counties: Marin, Mendocino, Napa, Sonoma

**San Bruno Children's Residential Program Local Unit**

(650) 266-8800

Counties: Alameda, Contra Costa, San Francisco, San Mateo

**Pacific Inland Children's Residential Program Regional Office**

(951) 782-4207

Counties: Riverside, Imperial, and San Bernardino

**Orange County Children's Residential Program Local Unit**

(714) 703-2840

County: Orange

**San Diego Children's Residential Program Local Unit**

(619) 767-2300

Counties: San Diego

**Los Angeles and Tri-Coastal Counties Children's Residential Program Regional Office**

(323) 981-3300

Counties: Los Angeles, Ventura, Kern

**Santa Barbara Children's Residential Program Local Unit**

(805) 682-7647

Counties: San Luis Obispo, Santa Barbara

**Los Angeles Metro and Valley Children's Residential Program Regional Office**

(310) 568-1807

County: Los Angeles

**Woodland Hills Children's Residential Program Local Unit**

(818) 596-4334

County: Los Angeles

- **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 find out about your county's **Independent Living Programs** call the office in your county. More information can be found at:

<http://www.childsworld.ca.gov/res/pdf/ILPCC03.pdf>

- To find out about your county's **Transitional Housing Programs** call the office in your county. More information can be found at:

<http://www.childsworld.ca.gov/res/pdf/TransitionalHousingContact.pdf>

- For more information about **Sealing Your Records**, you can visit:

[http://www.youthlaw.org/fileadmin/ncyl/youthlaw/publications/seal\\_access\\_records/Sealing\\_of\\_JuvenileRecords\\_Handout\\_Alameda.pdf](http://www.youthlaw.org/fileadmin/ncyl/youthlaw/publications/seal_access_records/Sealing_of_JuvenileRecords_Handout_Alameda.pdf)

or

[http://www.youthlaw.org/fileadmin/ncyl/youthlaw/publications/seal\\_access\\_records/Sealing\\_JuvenileRecords\\_JD.pdf](http://www.youthlaw.org/fileadmin/ncyl/youthlaw/publications/seal_access_records/Sealing_JuvenileRecords_JD.pdf)

- Other helpful numbers for your **county** include:

(County agencies: please fill in names and numbers for the court, Medi-Cal, after care programs, CASA, and any other services you have found useful.)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Telephone Number)

---

(Name)

---

(Telephone Number)

---

(Name)

---

(Telephone Number)

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(Name)

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(Telephone Number)

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(Name)

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(Telephone Number)

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## ENDNOTES

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1. The following abbreviations refer to United States (federal) law:

CFR	Code of Federal Regulations
INA	Immigration and Nationality Act
USC	United States Code

The following abbreviations refer to California law:

BPC	Business & Professions Code
CC	Civil Code
EC	Education Code
FC	Family Code
GC	Government Code
HSC	Health & Safety Code
PeC	Penal Code
PrC	Probate Code
VC	Vehicle Code
WIC	Welfare & Institutions Code
CCR	California Code of Regulations
RC	California Rules of Court

The following abbreviations refer to California administrative documents:

ACWDL	All County Welfare Directors Letter ( <a href="http://www.dhcs.ca.gov/services/medical/eligibility/Documents/00-61.pdf">http://www.dhcs.ca.gov/services/medical/eligibility/Documents/00-61.pdf</a> )
ACIN	All County Information Notice ( <a href="http://www.dss.cahwnet.gov/lettersnotices/PG1011.htm">http://www.dss.cahwnet.gov/lettersnotices/PG1011.htm</a> )
DSSM	California Department of Social Services Manual of Policies and Procedures, Division 31, Child Welfare Services Manual

3. WIC 16001.9(a)(8)
4. DSSM 31-002(g)(1); 31-020
5. 22 CCR 84072.2; WIC 16001.9(a)(8)
6. 22 CCR 89372(c)(15)
7. WIC 300
8. WIC 601(a), (b)
9. WIC 602
10. WIC 315-16; 319
11. WIC 334
12. WIC 355; 356
13. WIC 358; RC 1451



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14. WIC 358(b); 358.1
  15. WIC 366.21(c)
  16. WIC 364(a); 366(a)
  17. WIC 366.21
  18. WIC 399
  19. WIC 293(a)--(c); 366.21(b)
  20. WIC 366.21(f)
  21. WIC 366.21(g)(1)
  22. WIC 366.21(g); 366.26(b)(1),(3)
  23. WIC 366.26(b)(2), (4)
  24. WIC 366.26(c): The court can consider guardianship only if the court finds that one of the following situations exist: (1) the child lives in a residential treatment facility; adoption is unlikely, and continuation of parental rights will not prevent finding the child a permanent family placement once the child leaves the facility; (2) the parents have maintained regular visitation and contact with the child and the child would benefit from a continuing relationship with the parents; (3) the child is at least 12 years old and the child objects to termination of parental rights; (4) exceptional circumstances prevent the child's current caretakers from adopting and the removal of the child would be seriously detrimental to the emotional well being of the child; or (5) at each and every hearing at which the court was required to consider reasonable efforts or services, the court found reasonable efforts at family reunification were not made or reasonable services were not offered or provided to parents.
  25. WIC 366.21(g)(3); 366.26(b)(5)
  26. WIC 366.3(d), (j)
  27. WIC 366.26(b)(1)
  28. FC 8602
  29. FC 8604; 8605; 8606
  30. FC 8616
  31. WIC 16115, *et seq*; WIC 16120(a)(1)
  32. WIC 16120.1
  33. WIC 16121
  34. WIC 366.26(i)(2)
  35. WIC 366.21(g); 366.26(b)(2): For children who are not dependents in the juvenile court, guardianship proceedings are governed by PrC1500 *et. seq.* and are handled in the family or probate division of the Superior Court.
  36. WIC 11363(a)
  37. PrC 1600; FC 7002(a), (b)
  38. WIC 293(a)(4); 294(a)(3); 295(a)(4); 349; 366.21(a), (b)
  39. WIC 399; 16001.9(a)(17)
  40. WIC 353.1; 388

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41. WIC 399; 16001.9(a)(17)
  42. WIC 361.3(a)
  43. WIC 349; 317(c), (e)
  44. WIC 317(c); RC 5.660(b)
  45. WIC 317(c),-(e)
  46. WIC 317(d), (e)
  47. *In Re Kristen B.*, 187 Cal.App.3d 596, 608; 232 Cal.Rptr. 36, 43 (1986).
  48. RC 5.530; *Charles S. v. Superior Court*, 168 Cal.App.3d 151, 156; 214 Cal.Rptr. 47, 50 (1985)
  49. RC 5.530; *In re B.G.*, 11 Cal.3d 679, 693; 114 Cal.Rptr. 444, 454 (1974); *In re Joshua S.*, 205 Cal.App.3d 119, 122; 252 Cal.Rptr. 106, 107 (1988)
  50. WIC 295(a)(6)
  51. WIC 346
  52. WIC 366.21(c); 355(b)(1)
  53. WIC 16000(a)
  54. WIC 16501.1
  55. WIC 16501.1(d)
  56. WIC 16501.1(c); DSSM 31-205
  57. WIC 16501.1(a), (f); DSSM 31-206
  58. WIC 16010(a); DSSM 31-206.35
  59. WIC 16501.1(d); 11405(b)(2)
  60. WIC 16001.9(a)(19); 16501.1(f)(12)
  61. WIC 16501.1(f); DSSM 31-206
  62. DSSM 31-525.61; 31-525.64; 31-525.7
  63. WIC 16501.1(f)(12)
  64. WIC 16001.9(a)(19)
  65. WIC 16501.1(f)(13)
  66. WIC 16507.4(b)
  67. WIC 300; 319(e); 361.2(e)
  68. WIC 361.2(e); DSSM 31-405
  69. WIC 16001.9(a)(9)
  70. WIC 16001.9(a)(9)
  71. ACIN I-80-05
  72. WIC 16001.9(a)(9); ACIN I-80-05
  73. WIC 16001.9(a)(9)
  74. 22 CCR 84072(c)(20), (21)

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75. 22 CCR 83072(c)(6), 84072(c)(11), 89372(c)(16); ACIN I-80-05
  76. WIC 16001.9(a)(6), (8), (9); ACIN I-80-05
  77. ACIN I-80-05
  78. ACIN I-80-05; 22 CCR 83072(c)(6); 84072(c)(11); 89372(c)(16)
  79. DSSM 31-320.2
  80. DSSM 31-320.3; 31-320.4
  81. DSSM 31-320.414
  82. WIC 362.1(a); DSSM 31-340.2; WIC 16001.9(a)(6)
  83. WIC 16507(a); DSSM 31-345; WIC 16001.9(a)(6)
  84. WIC 16501.1(f)(5)
  85. WIC 16501.1(f)(8)
  86. WIC 16002(b); 16001.9(a)(7)
  87. WIC 16002(b); 16501.1(f)(8); 16501.1(g)
  88. WIC 16001.9(a)(4)
  89. FC 6925. Minors may not give consent to sterilization procedures (permanent prevention of reproduction including vasectomies, tubal ligation, hysterectomies etc.)
  90. FC 6926
  91. FC 6929
  92. FC 6927
  93. FC 6928
  94. FC 6924(f): Minors may not consent to receive psychotropic medications, psychosurgery or shock treatment.
  95. WIC 16001.9(a)(5)
  96. WIC 369
  97. WIC 14005.28; ACIN I-117-00; ACWDL 00-61;
  98. FC 6925
  99. FC 8604, 8605
  100. WIC 16002.5, 16004.5
  101. WIC 300, 305, 309
  102. WIC 307.4
  103. WIC 317(b)
  104. WIC 11400(t)
  105. WIC 16501.25(b)(1)
  106. WIC 16501.25(b)(1)
  107. WIC 16501.25(b)(2)-(3)

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108. WIC 16501.25(b)(3)
  109. WIC 16501.25(c)
  110. WIC 11465(d)(2)
  111. WIC 11465; 16501.25
  112. WIC 16001.9(a)(13)
  113. EC 48853(g)
  114. WIC 361(a)
  115. WIC 361(a)
  116. WIC 361(a)
  117. GC 7579.5
  118. EC 48853
  119. EC 48853.5(d)(1)
  120. EC 48853.5(d)(5)
  121. EC 48853.5(d)(4)(B)
  122. EC 49069.5(d), (e)
  123. EC 49069.5(c)
  124. EC 49069.5(d), (e)
  125. EC 49069.5(h)
  126. EC 48205
  127. EC 48205 (b)
  128. 22 CCR 80072(a)(5), 89372(c)(17); WIC 16001.9(a)(10)
  129. 22 CCR 89173(c); DSSM 31-420.12
  130. WIC 16001.9(a)(23)
  131. INA § 101(a)(27)(J); 8 USC § 1101(a)(27)(J)
  132. 8 CFR § 204.11(c)(1)
  133. 8 CFR § 204.11(c)(2)
  134. 8 CFR § 204.11(c)(3)
  135. 8 CFR § 204.11(a), (c)(4)
  136. INA § 101(a)(27)(J)(i); 8 USC § 1101(a)(27)(J)(i).
  137. 8 CFR § 204.11(a), (c)(6); INA § 101(a)(27)(J)(ii); 8 USC § 1101(a)(27)(J)(ii)
  138. WIC 16001.9(a)(23)
  139. WIC 10850(a); RC 5.552; WIC 16001.9(a)(22)
  140. 22 CCR 84070; 80070(c). (e)
  141. EC 49076(a)(6)
  142. WIC 827(a); RC 1423

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143. 22 CCR 80070(e)
  144. VC 12509; 12814.6(a)(1)
  145. VC 12814.6(a)
  146. VC 12814.6
  147. VC 12814.6(b)
  148. VC 17701
  149. WIC 391(a)
  150. WIC 391(b)
  151. WIC 391(c)
  152. DSSM 31-002(i)(1), 31-525.3; WIC 16001.9(a)(16)
  153. DSSM 31-002(t)(4)-(5)
  154. DSSM 31-525.86
  155. DSSM 31-525.3. Youth in voluntary foster care placements are not eligible.
  156. DSSM 31-525.33
  157. WIC 16522(a)
  158. WIC 16522(d)(1)-(3)
  159. 22 CCR 84077(a)(2)
  160. 22 CCR 89372(c)(18)(C)
  161. 22 CCR 89372(c)(18)(D)
  162. EC 49116
  163. WIC 16001.9(a)(14); DSSM 31-525.82
  164. WIC 11155.5(a); 16001.9(11)
  165. FC 7050(c)
  166. FC 650
  167. WIC 303
  168. WIC 11403
  169. FC 7002
  170. FC 7002(c); 7120; 7122
  171. FC 7120(b)
  172. FC 7122(a)
  173. VC 12509; 12814.6
  174. FC 302
  175. BPC 25658
  176. PeC 308
  177. United States Constitution, Amendment XXVI

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178. WIC 14005.28; ACIN I-117-00; ACWDL 00-61, 00-20
  179. ACIN I-117-00
  180. ACWDL 00-61
  181. ACIN I-117-00
  182. ACWDL 00-61
  183. WIC 16522; DSSM 30-912
  184. 22 CCR 86001(t)(2)
  185. WIC 11403.2(a)(2)
  186. WIC 11400(r)(1), WIC 11403.2, DSSM 30-913.1
  187. DSSM 30-913.1
  188. DSSM 30-913.2
  189. DSSM 30-914
  190. WIC 389(a); WIC 781(a)
  191. *Id.*
  192. *Id.*
  193. WIC 16164, 16165, 16001.9(a)(8)

**COMMUNITY TREATMENT FACILITY  
PROGRAM STATEMENT INSTRUCTIONS**

**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 # _____	

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

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

Date of Suitable Placement Order: _____
Date of Placement: _____
Minor's Current Placement: _____
Placement Address: _____
Case Plan Dates: From: _____ To: _____
<input type="checkbox"/> Reassessment <span style="margin-left: 100px;"><input type="checkbox"/> Updated Case Plan</span>

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

**3. Assessment of Family – Indicate Strength and Weaknesses:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Relative to Be Assessed for Possible Subsequent Placement:

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

Relationship: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

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

e) Between DPO and Caregiver     Monthly     Other

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

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

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

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

Problem #1: \_\_\_\_\_  
 \_\_\_\_\_

Objectives/Activities: \_\_\_\_\_  
 \_\_\_\_\_

Services to Be Provided: \_\_\_\_\_  
 \_\_\_\_\_

Minor's Responsibilities: \_\_\_\_\_  
 \_\_\_\_\_

Parents' Responsibilities: \_\_\_\_\_  
 \_\_\_\_\_

Care Provider Responsibilities: \_\_\_\_\_  
 \_\_\_\_\_

Probation Officer's Responsibilities: \_\_\_\_\_  
\_\_\_\_\_  
Projected Date of Completion of Objective: \_\_\_\_\_  
\_\_\_\_\_

Problem #2: \_\_\_\_\_  
\_\_\_\_\_  
Objectives/Activities: \_\_\_\_\_  
\_\_\_\_\_  
Services to Be Provided: \_\_\_\_\_  
\_\_\_\_\_  
Minor's Responsibilities: \_\_\_\_\_  
\_\_\_\_\_  
Parents' Responsibilities: \_\_\_\_\_  
\_\_\_\_\_  
Care Provider Responsibilities: \_\_\_\_\_  
\_\_\_\_\_  
Probation Officer's Responsibilities: \_\_\_\_\_  
\_\_\_\_\_  
Projected Date of Completion of Objective: \_\_\_\_\_  
\_\_\_\_\_

Problem #3: \_\_\_\_\_  
\_\_\_\_\_  
Objectives/Activities: \_\_\_\_\_  
\_\_\_\_\_  
Services to Be Provided: \_\_\_\_\_  
\_\_\_\_\_  
Minor's Responsibilities: \_\_\_\_\_  
\_\_\_\_\_  
Parents' Responsibilities: \_\_\_\_\_  
\_\_\_\_\_  
Care Provider Responsibilities: \_\_\_\_\_  
\_\_\_\_\_  
Probation Officer's Responsibilities: \_\_\_\_\_  
\_\_\_\_\_  
Projected Date of Completion of Objective: \_\_\_\_\_  
\_\_\_\_\_

Problem #4: \_\_\_\_\_  
\_\_\_\_\_  
Objectives/Activities: \_\_\_\_\_  
\_\_\_\_\_  
Services to Be Provided: \_\_\_\_\_  
\_\_\_\_\_  
Minor's Responsibilities: \_\_\_\_\_  
\_\_\_\_\_  
Parents' Responsibilities: \_\_\_\_\_  
\_\_\_\_\_  
Care Provider Responsibilities: \_\_\_\_\_  
\_\_\_\_\_

Probation Officer's Responsibilities: \_\_\_\_\_  
 \_\_\_\_\_  
 Projected Date of Completion of Objective: \_\_\_\_\_  
 \_\_\_\_\_

**8. Health Information and Physical Assessment:**

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

List all current medications: \_\_\_\_\_  
 \_\_\_\_\_

**9. Mental Health Assessment and Information:**

Psychological Evaluation Completed?  No  Yes      Date: \_\_\_\_\_

**MINOR'S MEDICAL/DENTAL PLAN**

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

**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

## Needs & Services Plan Form Index

USE CTRL+Home to return to this page

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# Los Angeles County Provider Needs and Services Plan / Quarterly Report

Group Home  FFA  CTF (Check all that are applicable)  DCFS  Probation Date of Report \_\_\_\_\_

Child's Name: \_\_\_\_\_ D.O.B.: \_\_\_\_\_  Male  Female

PDJ/Court Case #: \_\_\_\_\_

Has Medical # been received?  Yes  No If Yes, Medical #: \_\_\_\_\_

Attorney Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_ Fax #: \_\_\_\_\_

DPO/CSW Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_ Fax #: \_\_\_\_\_

FFA/GH Name: \_\_\_\_\_ Date of Admission: \_\_\_\_\_

Address: \_\_\_\_\_

GH/FFA/CTF Social Worker: \_\_\_\_\_ Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Certified Foster Parent's Name: \_\_\_\_\_

Address: (If confidential, state) \_\_\_\_\_

Initial Plan  Quarterly report period from: \_\_\_\_\_ To \_\_\_\_\_

Date Agency Received Probation 1385 or DCFS 709: \_\_\_\_\_

Updated NSP from: \_\_\_\_\_  
to \_\_\_\_\_

Reason for Placement \_\_\_\_\_

Planned Length of Placement \_\_\_\_\_

**Qtrly Only** Adjustment to Placement \_\_\_\_\_

### Case Plan Goal (Permanency):

See Addendum

Family Reunification  Adoption  Legal Guardianship  PPLA

Comments: \_\_\_\_\_

Reason for Modification to Permanency Plan (if applicable) \_\_\_\_\_

### Concurrent Case Plan Goal:

See Addendum

Adoption  Legal Guardianship  PPLA

Comments: \_\_\_\_\_

Reason for Modification to Concurrent Case Plan (if applicable) \_\_\_\_\_

**For Updated NSP Only** GH/FFA recommendation regarding the feasibility of the child's return to his/her home, placement in another facility or move into Independent Living.

*(For Probation Cases only. Info provided by Probation)*

<b>Criminogenic Factors based on the Probation LARRC Assessment</b>				<b>Notes</b>
<b>Factors and Sub-Factors</b>	<b>High</b>	<b>Moderate</b>	<b>Low</b>	
<b>1. Problem Behaviors &amp; Substance Use Factor</b>				
1.1 Problem Behavior	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1.2 Exposure to Risky Environment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1.3 Delinquent Orientation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1.4 Substance Use	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>2. Family Factor</b>				
2.1 Community Involvement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2.2 Family Cohesion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2.3 Parenting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2.4 Family Activities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>3. Social Relationships Factor</b>				
3.1 Social Relationship	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3.2 Social isolation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>4. Academic Engagement Factor</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>5. Self-Regulation Factor</b>				
5.1 Stress Coping	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5.2 Self-management/concept	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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:

**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

**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.



**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

**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:

***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

**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: \_\_\_\_\_

**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
<b>Behavioral Incident</b> .....	
<b>Danger to Self</b> .....	
<b>Health Related</b> .....	
<b>Unauthorized Absence</b> .....	
<b>School Related</b> .....	
<b>Other</b> .....	

Comments:

**Identified Treatment Needs / Outcome Goals (1—5)**

Outcome Goal — #1	Start Date	Modified/Review Date	Projected Completion Date	Date Goal Achieved
Select One				
Please indicate the Specific Goal and the Plan & Method to achieve goal, Including services to be provided and person(s) responsible.				

Outcome Goal — #2	Start Date	Modified/Review Date	Projected Completion Date	Date Goal Achieved
Select One				
Please indicate the Specific Goal and the Plan & Method to achieve goal, Including services to be provided and person(s) responsible.				

Outcome Goal — #3	Start Date	Modified/Review Date	Projected Completion Date	Date Goal Achieved
Select One				
Please indicate the Specific Goal and the Plan & Method to achieve goal, Including services to be provided and person(s) responsible.				

Outcome Goal — #4	Start Date	Modified/Review Date	Projected Completion Date	Date Goal Achieved
Select One				
Please indicate the Specific Goal and the Plan & Method to achieve goal, Including services to be provided and person(s) responsible.				

Outcome Goal — #5	Start Date	Modified/Review Date	Projected Completion Date	Date Goal Achieved
Select One				
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	Start Date	Modified/Review Date	Projected Completion Date	Date Goal Achieved
Select One				
Please indicate the Specific Goal and the Plan & Method to achieve goal, Including services to be provided and person(s) responsible.				

Outcome Goal — #7	Start Date	Modified/Review Date	Projected Completion Date	Date Goal Achieved
Select One				
Please indicate the Specific Goal and the Plan & Method to achieve goal, Including services to be provided and person(s) responsible.				

Outcome Goal — #8	Start Date	Modified/Review Date	Projected Completion Date	Date Goal Achieved
Select One				
Please indicate the Specific Goal and the Plan & Method to achieve goal, Including services to be provided and person(s) responsible.				

Outcome Goal — #9	Start Date	Modified/Review Date	Projected Completion Date	Date Goal Achieved
Select One				
Please indicate the Specific Goal and the Plan & Method to achieve goal, Including services to be provided and person(s) responsible.				

Outcome Goal — #10	Start Date	Modified/Review Date	Projected Completion Date	Date Goal Achieved
Select One				
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





**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:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> 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:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> 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).

**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://ltrack.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.

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**1. BEHAVIOR INCIDENTS**

(Any incidents that threaten the physical health, emotional health, or continued safety of any child, e.g. substance abuse, physical violence, physical restraints, seclusion, suicide attempts, sexually related incidents, school incidents, 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.

<b>HOW</b>	<b>TO WHOM</b>	<b>WHEN</b>
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.

<b>HOW</b>	<b>TO WHOM</b>	<b>WHEN</b>
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.**

<b>HOW</b>	<b>TO WHOM</b>	<b>WHEN</b>
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 or annually, whichever is more frequent. This means that all placed children age two years and older must have at least annual medical exams.
- All children age three years and older must have annual dental exams.

**PERIODICITY SCHEDULE FOR HEALTH ASSESSMENT REQUIREMENTS BY AGE GROUPS**

SCREENING REQUIREMENT	AGE OF PERSON BEING SCREENED														
	Under 1 mo.	1-2 mo.	3-4 mo.	5-6 mo.	7-9 mo.	10-12 mo.	13-15 mo.	16-23 mo.	2 yr.*	3 yr.*	4-5 yr*.	6-8 yr*.	9-12 yr*.	13-16 yr*.	17-20 yr*.
<b>Interval Until Next Exam</b>	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
<b>HISTORY AND PHYSICAL EXAMINATION</b>	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
Dental Assessment	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
Nutritional Assessment	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Pelvic Exam 1															x
Tobacco Assessment		x	x	x	x	x	x	x	x	x	x	x	x	x	x
<b>MEASUREMENTS</b>															
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
<b>SENSORY SCREENING</b>															
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) <sup>2</sup>										x	x	x	x	x	x
<b>PROCEDURES/TESTS</b>															
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
<b>OTHER LABORATORY TESTS</b>															
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														
<b>IMMUNIZATIONS</b>	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.

<p><b>NOTE:</b> 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.</p>
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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: JCMHS reviews and returns PMAF with recommendation/comment to 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: PDC distributes copies of signed PMAF to JCMHS, Dr. and DCFS D-Rate Unit.
- Court Day 8: DCFS D-Rate Unit distributes copy of signed PMAF to Caregiver, CSW 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 physician’s 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

COUNTY OF LOS ANGELES • DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
**MEDICAL EXAMINATION FORM - INSTRUCTIONS**

Please refer to the MEDICAL RECORD PROCEDURES FOR FOSTER CAREGIVERS on the reverse side of this form.

**(To be completed by CSW/Caregiver. Please print legibly.)**

Infants (0-2 years) or 'High Risk' children must be medically examined within three (3) days of initial placement. 'High Risk,' means one or more of the following conditions exists: a past or present significant medical problem or chronic illness; possible contagious disease; on medication; and/or a social problem (e.g., language barrier) which might conceal an unmet medical need.

Child must have medical exam within thirty (30) days of initial placement.

Child needs annual/age-appropriate medical exam by \_\_\_\_\_.

CHILD's NAME: \_\_\_\_\_ DOB: \_\_\_\_\_ CASE #: \_\_\_\_\_ DATE PLACED: \_\_\_\_\_

CAREGIVER: \_\_\_\_\_ (Phone) \_\_\_\_\_ (FFA) \_\_\_\_\_ (Phone) \_\_\_\_\_

CSW: \_\_\_\_\_ (File #) \_\_\_\_\_ (Phone) \_\_\_\_\_ (Fax) \_\_\_\_\_

Medical data entered into CWS/CMS by: (Name) \_\_\_\_\_ (Date) \_\_\_\_\_

**MEDICAL EXAMINATION FORM** (To be completed by Doctor)

**PHYSICAL EXAMINATION**

Doctor is a CHDP provider? Yes No Was child tested for lead poisoning? Yes No

Date of Physical Examination: \_\_\_\_\_ Name of Doctor: \_\_\_\_\_

- Initial CHDP/CHDP-equivalent examination.
- Annual/age-appropriate CHDP/CHDP-equivalent examination.
- Other/Follow-up visit.
- Doctor's own exam form or PM 160 attached. If not attached, complete below.
- Entered into Health and Education Passport.

**Physical Exam results:** Age: \_\_\_\_\_ (Yrs.) \_\_\_\_\_ (Mos.) \_\_\_\_\_ (Wks.) Height: \_\_\_\_\_ % \_\_\_\_\_ Weight: \_\_\_\_\_ % \_\_\_\_\_  
(May be continued on additional pages if necessary. If so, provider must date and sign second page.)

(Treatment given; Medications Prescribed. Please attach copies of supporting documentation; test results, etc.)

If follow-up care indicated, specify: \_\_\_\_\_

Immunizations given: \_\_\_\_\_  
(If appropriate, complete Immunization Record)

Signature of Health Care Provider: \_\_\_\_\_ (Date) \_\_\_\_\_  
(Doctor, Nurse Practitioner, Physician's Assistant)

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

(Signature Stamp Required)

**MEDICAL RECORD PROCEDURES FOR FOSTER CAREGIVERS**

Caregiver is a Foster Parent, Relative, Group Home, or Foster Family Agency.

The HEALTH & EDUCATION PASSPORT (HEP) BINDER accompanies each child at the time of placement. The Children's Social Worker (CSW) will review the HEP BINDER with you at each visit.

The Health and Education Passport must be taken to all medical visits, including the initial examination visit. The health care provider must record all current medical services and tests on the DCFS 561(a). Please add the completed forms to the child's HEP BINDER.

**Immediately notify the child's CSW (or Supervising CSW, if the CSW is unavailable) when there is any change in the child's mental, medical and/or dental health that required urgent medical care.**

**If the child is removed from your care, the child's complete HEP BINDER, including the Immunization Record, shall be returned to the CSW *at the time of removal*, as the HEP BINDER must accompany the child upon replacement.**

Please use the Child Health and Disability Prevention (CHDP) Program for medical and dental examinations. Please refer to the following CHDP periodicity schedule. For more information on the CHDP program please refer to the CHDP brochure in the HEP BINDER.

**HEALTH CARE EXAMINATIONS PERIODICITY SCHEDULE**

**Within 30 days of the initial placement, all foster children must have a medical examination.**

Children under age 2 years require more frequent medical examinations as follows:

- Children from birth to 6 months need an examination every two months.
- Children from 7 to 15 months need quarterly (every 3 months) examinations.
- Children from 16 to 23 months need semi-annual (every six months) examinations.
- Children 24 months and older need annual (yearly) examinations.
- Children are also to have immunizations according to the current Recommended Childhood Immunization Schedule.

# DENTAL EXAMINATION FORM - INSTRUCTIONS

## MEDICAL RECORD PROCEDURES FOR FOSTER CAREGIVERS (Caregiver is a Foster Parent, Relative, Group Home, or FFA.)

The HEALTH & EDUCATION PASSPORT (HEP) BINDER accompanies each child at the time of placement. The Children's Social Worker (CSW) will review the HEP BINDER with you at each visit.

The Health and Education Passport must be taken to all medical visits, including the initial examination visit. The health care provider must record all current medical services and tests on the DCFS 561(b). Please add the completed forms to the child's HEP BINDER.

**Immediately notify the child's CSW (or Supervising CSW, if the CSW is unavailable) when there is any change in the child's mental, medical and/or dental health that required urgent medical care.**

**If the child is removed from your care, the child's complete HEP BINDER, including the Immunization Record, shall be returned to the CSW at the time of removal, as the HEP BINDER must accompany the child upon replacement.**

**Dental Care Examination Periodicity Schedule:** Annual dental examination required at age 3 and above.

**(To be completed by CSW/Caregiver. Please print legibly.)**

- Child needs dental examination within thirty (30) days of initial placement.
- Child does not need dental examination because child had a dental examination within one (1) year of placement.
- Child needs dental examination by \_\_\_\_\_.

CHILD's NAME: \_\_\_\_\_ DOB: \_\_\_\_\_ CASE #: \_\_\_\_\_ DATE PLACED: \_\_\_\_\_

CAREGIVER: \_\_\_\_\_ (Phone) \_\_\_\_\_ (FFA) \_\_\_\_\_ (Phone) \_\_\_\_\_

CSW: \_\_\_\_\_ (File #) \_\_\_\_\_ (Phone) \_\_\_\_\_ (Fax) \_\_\_\_\_

**Dental data entered into CWS/CMS by: (Name) \_\_\_\_\_ (Date) \_\_\_\_\_**

## DENTAL EXAMINATION FORM (To be completed by Dentist.)

### DENTAL EXAMINATION

Date of Dental Examination: \_\_\_\_\_ Name of Dentist: \_\_\_\_\_

- Annual Required Examination
- Other/Follow-Up Visit
- Dentist's own exam form is attached. If not attached, complete below.

**Dental Exam results:** (Treatment given; Medications Prescribed. Please attach copies of supporting documentation; test results, etc.)

\_\_\_\_\_  
\_\_\_\_\_

(May be continued on additional pages if necessary. If so, provider to include child's name and DOB, and sign and date additional pages.)

If follow-up care indicated, specify: \_\_\_\_\_

Signature of Health Care Provider: \_\_\_\_\_ (Date) \_\_\_\_\_  
(Dentist)

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

(Signature Stamp Required)

COUNTY OF LOS ANGELES • DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
**PSYCHOLOGICAL/OTHER EXAMINATION FORM - INSTRUCTIONS**

**MEDICAL RECORD PROCEDURES FOR FOSTER CAREGIVERS** (Caregiver is a Foster Parent, Relative, Group Home, or FFA).

The HEALTH & EDUCATION PASSPORT (HEP) BINDER accompanies each child at the time of placement. The Children's Social Worker (CSW) will review the HEP BINDER with you at each visit.

The Health and Education Passport must be taken to all medical visits, including the initial examination visit. The health care provider must record all current medical services and tests on the DCFS 561(c). Please add the completed forms to the child's HEP BINDER.

**Immediately notify the child's CSW (or Supervising CSW, if the CSW is unavailable) when there is any change in the child's mental, medical and/or dental health that required urgent medical care.**

**If the child is removed from your care, the child's complete HEP BINDER, including the Immunization Record, shall be returned to the CSW at the time of removal, as the HEP BINDER must accompany the child upon replacement.**

**(To be completed by CSW/Caregiver. Please print legibly.)**

CHILD's NAME: \_\_\_\_\_ DOB: \_\_\_\_\_ CASE #: \_\_\_\_\_ DATE PLACED: \_\_\_\_\_

CAREGIVER: \_\_\_\_\_ (Phone) \_\_\_\_\_ (FFA) \_\_\_\_\_ (Phone) \_\_\_\_\_

CSW: \_\_\_\_\_ (File #) \_\_\_\_\_ (Phone) \_\_\_\_\_ (Fax) \_\_\_\_\_

**Data entered into CWS/CMS by: (Name) \_\_\_\_\_ (Date) \_\_\_\_\_**

**PSYCHOLOGICAL/OTHER EXAMINATION FORM**

(To be completed by Mental Health or other Professional Health Care Provider, e.g., Psychiatrist, Psychologist, L.C.S.W., L.M.F.T., Speech Therapist, Physical Therapist, etc.)

**OTHER HEALTH CARE PROVIDER**

Date Child Seen: \_\_\_\_\_ Name of Health Care Provider: \_\_\_\_\_

**Diagnosis/Treatment:** (Treatment given. Medications Prescribed. Please attach copies of supporting documentation; test results, etc.)  
**(May be continued on additional pages if necessary. If so, provider to also sign and date additional pages.)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Court authorization obtained for psychotropic medication(s)?**  **Yes** **Date of Authorization** \_\_\_\_\_  **N/A**

(Psychotropic medications for Court dependent children must be authorized by the Court. The Court authorization must be renewed every six months. )

**If Yes, what psychotropic medication(s) prescribed?** \_\_\_\_\_

If follow-up care indicated, specify: \_\_\_\_\_

Signature of Health Care Provider: \_\_\_\_\_ (Date) \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_





**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.

**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

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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

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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  $6 \frac{2}{3}$  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 allowability of claimed costs in addition to records

already required or maintained. Also, when conditions (1) and (2) are met, the absence of time logs, calendars, or similar records will not serve as a basis for disallowing costs by contesting estimates of lobbying time spent by employees during a calendar month.

(5) Agencies shall establish procedures for resolving in advance, in consultation with OMB, any significant questions or disagreements concerning the interpretation or application of paragraph 25. Any such advance resolution shall be binding in any subsequent settlements, audits or investigations with respect to that grant or contract for purposes of interpretation of this Circular; provided, however, that this shall not be construed to prevent a contractor or grantee from contesting the lawfulness of such a determination.

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

**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.*

**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	<u>10,000</u>	
Allocable indirect costs	240,000	
Total agency-wide indirect salaries		\$1,000,000
Indirect cost rate (\$240,000/\$1,000,000)	24%	
Program direct salaries	\$100,000	
Program indirect costs (24% x \$100,000)		<u>\$24,000</u>

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.

**LINE ITEM BUDGET**

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME \_\_\_\_\_

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Contractor to sign this Contractor Acknowledgement, and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor’s employees, consultants, Outsourced Vendors and independent sub-Contractors (Contractor’s Staff) that will provide services in the above referenced agreement are Contractor’s sole responsibility. Contractor understands and agrees that Contractor’s Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor’s Staff’s performance of work under the above-referenced contract. Contractor understands and agrees that Contractor’s Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor’s Staff 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. Contractor understands and agrees that Contractor’s Staff 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.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor’s Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor’s Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor’s Staff 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 such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor’s Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor’s Staff will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor’s Staff for the County.

Contractor and Contractor’s Staff hereby agree that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor’s Staff agree to forward all requests for the release of any data or information received to County’s Program Manager. Contractor and Contractor’s Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information 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 Contractor and Contractor’s Staff under the above-referenced contract. Contractor and Contractor’s Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor’s Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor’s Staff shall keep such information confidential.

Contractor and Contractor’s Staff agree to report any and all violations of this agreement by Contractor and Contractor’s Staff and/or by any other person of whom Contractor and Contractor’s Staff become aware. Contractor and Contractor’s Staff acknowledge that violation of this agreement may subject Contractor and Contractor’s Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress. The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County’s right, title, and interest, including, but not limited to, copyrights, in and to the items described above. Contractor and Contractor’s Staff acknowledge that violation of this agreement may subject them to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

## 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 health, 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 Policies 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: \_\_\_\_\_

## CONTRACTOR'S NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT FORM

**(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)**

Contractor Name \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

### GENERAL INFORMATION:

The Contractor 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's Non-Employee Acknowledgement and Confidentiality Agreement.

### NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above 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 health, 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 Policies 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 Contractor 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 Contractor 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 Contractor 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 Contractor.

Cont.

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 Contractor 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 Contractor upon completion of this contract or termination of my employment with Contractor, 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: \_\_\_\_\_

**SEMI-ANNUAL EXPENDITURE REPORT**

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:

<b>REVENUE AND EXPENDITURE SUMMARY</b>		
	Total for 6 Months	Year-To-Date
<b>A. <u>Total CTF Revenues</u></b> (L.A. Co. Children Only)	<b>\$</b>	<b>\$</b>
<b>B. <u>Allowable Contract Expenditures</u></b> (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)		
<b>Total Allowable Contract Expenditures</b>	<b>\$</b>	<b>\$</b>
<b>C. <u>Total un-Expended CTF Funds from Current Contract</u></b> (Total Revenues received from COUNTY less Total Allowable Contract Expenditures) [See Contract, Section 17.5]	<b>\$</b>	<b>\$</b>
<b>D. <u>Total unexpended Funds Received from COUNTY from September 1, 2003 through the expiration date of the most recently completed contract term.</u></b>		<b>\$</b>
<b>E. <u>Total Accumulated Unexpended CTF Funds</u></b> (Add un-Expended funds from current Contract and unexpended funds from previous COUNTY CTF contracts)		<b>\$</b>

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 CTF 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.

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Executive Director's Signature

Date



**HEALTH AND SAFETY CODE SECTION 1522 AND SECTION 1522.41(a-c)**

**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. An individual shall be required to obtain either a criminal record clearance or a criminal record exemption from the State Department of Social Services before his or her initial presence in a community care facility. (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 to the 2014-15 fiscal years, inclusive, 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 nonmedical board, room, and care for six or less children or for obtaining a criminal record of the applicant pursuant to this section. (4) The following shall apply to the criminal record information: (A) If the State Department of Social Services finds that the applicant, or any other person specified in subdivision (b), has been convicted of a crime other than a minor traffic violation, the application shall be denied, unless the director grants an exemption pursuant to subdivision (g). (B) If the State Department of Social Services finds that the applicant, or any other person specified in subdivision (b) is awaiting trial for a crime other than a minor traffic violation, the State Department of Social Services may cease processing the application until the conclusion of the trial. (C) If no criminal record information has been recorded, the Department of Justice shall provide the applicant and the State Department of Social Services with a statement of that fact. (D) If the State Department of Social Services finds after licensure that the licensee, or any other person specified in paragraph (1) 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 fingerprint images and related information 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

## EXHIBIT F

Federal Bureau of Investigation's criminal offender record information search response 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 prescribed 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.

(F) The State Department of Social Services shall develop procedures to provide the individual's state and federal criminal history information with the written notification of his or her exemption denial or revocation based on the criminal record. Receipt of the criminal history information shall be optional on the part of the individual, as set forth in the agency's procedures. The procedure shall protect the confidentiality and privacy of the individual's record, and the criminal history information shall not be made available to the employer.

(G) Notwithstanding any other law, the department is authorized to provide an individual with a copy of his or her state or federal level criminal offender record information search response as provided to that department by the Department of Justice if the department has denied a criminal background clearance based on this information and the individual makes a written request to the department for a copy specifying an address to which it is to be sent. The state or federal level criminal offender record information search response shall not be modified or altered from its form or content as provided by the Department of Justice and shall be provided to the address specified by the individual in his or her written request. The department shall retain a copy of the individual's written request and the response and date provided. (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



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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 repair person 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 decisionmaker. 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 decisionmaker, 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 friend 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 friend 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

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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, a person specified in subdivision (b) who is not exempted from fingerprinting shall obtain either a criminal record clearance or an exemption from disqualification pursuant to subdivision (g) from the State Department of Social Services prior to employment, residence, or initial presence in the facility. A person specified in subdivision (b) who is not exempt from fingerprinting shall be fingerprinted and shall sign a declaration under penalty of perjury regarding any prior criminal convictions. The licensee shall submit fingerprint images and related information to the Department of Justice and the Federal Bureau of Investigation, through the Department of Justice, for a state and federal level criminal offender record information search, or comply with paragraph (1) of subdivision (h). These fingerprint images and related information shall be 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 prohibit the employment, residence, or initial presence of a person specified in subdivision (b) who is not exempt from fingerprinting and who has not received either a criminal record clearance or an exemption from disqualification pursuant to subdivision (g) 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 fingerprint images and related information shall then be submitted to the Department of Justice 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 fingerprint images, 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 fingerprint images. Documentation of the individual's clearance or exemption from disqualification shall be maintained by the licensee and be available for inspection. If new fingerprint images are required for processing, the Department of Justice shall, within 14 calendar days from the date of receipt of the fingerprints, notify the licensee

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that the fingerprints were illegible, the Department of Justice shall notify the State Department of Social Services, as required by Section 1522.04, 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 subdivision (b) who are exempt from fingerprinting, the licensee shall endeavor to ascertain the previous employment history of persons required to be fingerprinted. If it is determined by the State Department of Social Services, on the basis of the fingerprint images and related information submitted to the Department of Justice, that subsequent to obtaining a criminal record clearance or exemption from disqualification pursuant to subdivision (g), 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 from disqualification 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 from disqualification 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 from disqualification 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 result in a citation of deficiency and an immediate assessment of civil penalties in the amount of one hundred dollars (\$100) per violation per day and shall be grounds for disciplining the licensee pursuant to Section 1550.

(4) The department may issue an exemption from disqualification 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 from disqualification 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 from disqualification pursuant to subdivision (g). The individual may seek an exemption from disqualification 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 or certificate of approval to any person or persons to operate 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 California and Federal Bureau of Investigation criminal history information to determine whether

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the applicant or any person specified in subdivision (b) who is not exempt from fingerprinting has ever been convicted of a crime other than a minor traffic violation or arrested for any crime specified in subdivision (c) of 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. The State Department of Social Services or other approving authority shall not issue a license or certificate of approval to any foster family home or certified family home applicant who has not obtained both a California and Federal Bureau of Investigation criminal record clearance or exemption from disqualification pursuant to subdivision (g).

(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) who are not exempt from fingerprinting 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) who is not exempt from fingerprinting 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 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) To the same extent required for federal funding, an applicant for a foster family home license or for certification as a family home, and any other person specified in subdivision (b) who is not exempt from fingerprinting, shall submit a set of fingerprint images and related information to the Department of Justice and the Federal Bureau of Investigation, through the Department of Justice, for a state and federal level criminal offender record information search, in addition to the criminal records search required by subdivision (a).

(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) Subsequent to initial licensure or certification, a person specified in subdivision (b) who is not exempt from fingerprinting shall obtain both a California and Federal Bureau of Investigation criminal record clearance, or an exemption from disqualification pursuant to subdivision (g), prior to employment, residence, or initial presence in the foster family or certified family home. A foster family home licensee or foster family agency shall submit fingerprint images and related information of persons specified in subdivision (b) who are not exempt from fingerprinting to the Department of Justice and the Federal Bureau of Investigation, through the Department of Justice, for a state and federal level criminal offender record information search, or to comply with paragraph (1) of subdivision (h). A foster family home licensee's or a foster family agency's failure to either prohibit the employment, residence, or initial presence of a person specified in subdivision (b) who is not exempt from fingerprinting and who has not received either a criminal record clearance or an exemption from disqualification pursuant to subdivision

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(g), 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 home licensee or the foster family agency pursuant to Section 1550. The State Department of Social Services may assess penalties for continued violations, as permitted by Section 1548. The fingerprint images shall then be submitted to the Department of Justice 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) who is not exempt from fingerprinting, has been convicted of a crime other than a minor traffic violation, the application shall be denied, unless the director grants an exemption from disqualification 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 subdivision (b) who is not exempt from fingerprinting, 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 from disqualification pursuant to subdivision (g). A licensee's failure to comply with the department's prohibition of employment, contact with clients, or presence in the facility as required by paragraph (3) of subdivision (c) shall be grounds for disciplining the licensee pursuant to Section 1550. (e) The State Department of Social Services shall not use a record of arrest to deny, revoke, or terminate any application, license, employment, or residence unless the department investigates the incident and secures evidence, whether or not related to the incident of arrest, that is admissible in an administrative hearing to establish conduct by the person that may pose a risk to the health and safety of any person who is or may become a client. The State Department of Social Services is authorized to obtain any arrest or conviction records or reports from any law enforcement agency as necessary to the performance of its duties to inspect, license, and investigate community care facilities and individuals associated with a community care facility. (f) (1) For purposes of this section or any other provision of this chapter, a conviction means a plea or verdict of guilty or a conviction following a plea of nolo contendere. Any action 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 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 paragraph (4) of subdivision (a), or for a license, special permit, or certificate of approval as specified in paragraphs (4), (7), and (8) 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 shall 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 (c) 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. This clause shall not apply to foster care providers, including relative caregivers, nonrelated extended family members, or any other person specified in subdivision (b), in those homes where the individual has been convicted of an offense described in paragraph (1) of subdivision (c) of Section 667.5 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. (C) Under no circumstances shall an exemption be granted pursuant to this subdivision to any foster care provider applicant if that applicant, or any other person specified in subdivision (b) in those homes, has a felony conviction for either of the following offenses: (i) A felony conviction for child abuse or neglect, spousal abuse, crimes against a child, including child pornography, or for a crime involving violence, including rape, sexual assault, or homicide, but not including other physical assault and battery. For purposes of this subparagraph, a crime involving violence means a violent crime specified in clause (i) of subparagraph (A), or subparagraph (B). (ii) A felony conviction, within the last five years, for physical assault, battery, or a drug- or alcohol-related offense. (iii) This subparagraph shall not apply to

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licenses or approvals wherein a caregiver was granted an exemption to a criminal conviction described in clause (i) or (ii) prior to the enactment of this subparagraph. (iv) This subparagraph shall remain operative only to the extent that compliance with its provisions is required by federal law as a condition for receiving funding under Title IV-E of the federal Social Security Act (42 U.S.C. Sec. 670 et seq.). (2) The department shall not prohibit a person from being employed or having contact with clients in a facility on the basis of a denied criminal record exemption request or arrest information unless the department complies with the requirements of Section 1558. (h) (1) For purposes of compliance with this section, the department may permit an individual to transfer a current criminal record clearance, as defined in subdivision (a), from one facility to another, as long as the criminal record clearance has been processed through a state licensing district office, and is being transferred to another facility licensed by a state licensing district office. The request shall be in writing to the State Department of Social Services, and shall include a copy of the person's driver's license or valid identification card issued by the Department of Motor Vehicles, or a valid photo identification issued by another state or the United States government if the person is not a California resident. Upon request of the licensee, who shall enclose a self-addressed envelope for this purpose, the State Department of Social Services shall verify whether the individual has a clearance that can be transferred.

(2) The State Department of Social Services shall hold criminal record clearances in its active files for a minimum of three 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, a county office with department-delegated licensing authority, or a county child welfare agency with criminal record clearance and exemption 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.

(5) (A) A county child welfare agency with authority to secure clearances pursuant to Section 16504.5 of the Welfare and Institutions Code and to grant exemptions pursuant

to Section 361.4 of the Welfare and Institutions Code may accept a clearance or exemption from another county with criminal record and exemption authority pursuant to these sections. (B) 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 a county child welfare agency with criminal record clearance and exemption authority, the Department of Justice shall process a request from a county child welfare agency with criminal record and exemption 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 State Department of Social Services and the Department of Justice. (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) The State Department of Social Services may charge a fee for the costs of processing electronic fingerprint images and related information. (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.

**1522.41.** (a) The director, in consultation and collaboration with county placement officials, group home provider organizations, the Director of Health Care Services, and the Director of Developmental Services, shall develop and establish a certification program to ensure that administrators of group home facilities have appropriate training to provide the care and services for which a license or certificate is issued. (b) (1) In addition to any other requirements or qualifications required by the department, an administrator of a group home facility shall successfully complete a department-approved certification program, pursuant to subdivision (c), prior to employment. An administrator employed in a group home on the effective date of this section shall meet the requirements of paragraph (2) of subdivision (c). (2) In those cases where the individual is both the licensee and the administrator of a facility, the individual shall comply with all of the licensee and administrator requirements of this section. (3) Failure to comply with this section shall constitute cause for revocation of the license of the facility. (4) The licensee shall notify the department within 10 days of any change in administrators. (c) (1) The administrator certification programs shall require a minimum of 40 hours of classroom instruction that provides training on a uniform core of knowledge in each of the following areas: (A) Laws, regulations, and policies and procedural standards that impact the operations of the type of facility for which the applicant will be an administrator. (B) Business operations. (C) Management and supervision of staff.



- (D) Psychosocial and educational needs of the facility residents.
  - (E) Community and support services.
  - (F) Physical needs for facility residents.
  - (G) Administration, storage, misuse, and interaction of medication used by facility residents.
  - (H) Resident admission, retention, and assessment procedures, including the right of a foster child to have fair and equal access to all available services, placement, care, treatment, and benefits, and to not be subjected to discrimination or harassment on the basis of actual or perceived race, ethnic group identification, ancestry, national origin, color, religion, sex, sexual orientation, gender identity, mental or physical disability, or HIV status.
  - (I) Instruction on cultural competency and sensitivity relating to, and best practices for, providing adequate care to lesbian, gay, bisexual, and transgender youth in out-of-home care.
  - (J) Nonviolent emergency intervention and reporting requirements.
  - (K) Basic instruction on the existing laws and procedures regarding the safety of foster youth at school and the ensuring of a harassment- and violence-free school environment contained in the School Safety and Violence Prevention Act (Article 3.6 (commencing with Section 32228) of Chapter 2 of Part 19 of Division 1 of Title 1 of the Education Code).
- (2) The department shall adopt separate program requirements for initial certification for persons who are employed as group home administrators on the effective date of this section. A person employed as an administrator of a group home facility on the effective date of this section shall obtain a certificate by completing the training and testing requirements imposed by the department within 12 months of the effective date of the regulations implementing this section. After the effective date of this section, these administrators shall meet the requirements imposed by the department on all other group home administrators for certificate renewal.
- (3) Individuals applying for certification under this section shall successfully complete an approved certification program, pass a written test administered by the department within 60 days of completing the program, and submit to the department the documentation required by subdivision (d) within 30 days after being notified of having passed the test. The department may extend these time deadlines for good cause. The department shall notify the applicant of his or her test results within 30 days of administering the test.

**DCFS 4389 (4/94) DECLARATION IN SUPPORT OF ACCESS TO  
JUVENILE RECORD (WIC 827) INCLUDING ADDITIONAL  
CONFIDENTIALITY ISSUES and  
CWS HANDBOOK PROCEDURAL GUIDE 0500-501.20**

Name, Address and Telephone Number of Petitioner

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

Relationship to Minor:

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES  
JUVENILE COURT**

**IN THE MATTER OF:**

Juvenile Case Number

A MINOR

**DECLARATION IN SUPPORT OF ACCESS TO  
JUVENILE RECORDS (WIC 827)**

Date of Birth: \_\_\_\_\_

**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 than 30 days after the initial placement. The summary shall include but not be limited to, the names and addresses of the child's educational provider, grade level performances and immunization records. A child's grade transcripts, individualized education plans (IEP) may be provided to that placement. For each subsequent placement, CSWs shall provide a current summary within 48 hours of placement.

- 2) 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**  
**E060-0530**  
**OVERPAYMENT POLICY**

Date Issued: **10/24/12**

- New Policy Release
- Revision of existing Procedural Guide E060-0530, Overpayments, dated: 02/19/02

**Revision Made:** This is a complete re-write of the existing 2/19/02 policy. It has been written in the revised format, and updated to ensure compliance with all State and Federal requirements.

Cancels:

**POLICY/BACKGROUND STATEMENT**

The Department continues to focus on the three priority outcomes. We have identified improved safety for children, reduced reliance on out-of-home care, and improved timelines to permanency. Timely permanence is achieved, with the first permanency option being reunification, followed by adoption and legal guardianship with a relative followed by legal guardianship with an unrelated caregiver.

**APPLICABLE TO**

This Management Directive is applicable to Title IV-E Overpayments Collection.

**WHAT CASES ARE AFFECTED**

The Procedural Guide is an update to the new format, a revision of all sections regarding state regulations applicable to Aid to Families of Dependent Children – Foster Care (AFDC-FC) identification of overpayments and collection of overpayments from foster care providers. This policy is to ensure regulatory compliance standards continue to be met. This policy is applicable to all new and existing referrals and cases in which AFDC-FC overpayments were or have been discovered on or after 7/1/2009 regarding foster care providers.

## OPERATIONAL IMPACT

Welfare and Institutions Code (WIC) Section 11004 requires that overpayments, which occur in public social services programs, be collected. Senate Bill 84 adopted various statutes to implement the Federal Improper Payments Act of 2002. This bill directed the State to update and create regulations defining overpayments and allowing for the collection of overpayments from all forms of foster care providers, including GHs or FFAs. As all forms of foster providers are subject to overpayment collection, this policy will address discovery of overpayments and determinations regarding the collectability of overpayments. The policy will note the different criteria governing the determination regarding collectability of overpayments from single foster homes relatives, non-related family members (NERFM) and non related legal guardians versus the criteria governing collectability of overpayments from GHs and FFAs. The policy will also review the type of due process required for all foster care providers, outlining the rights of the foster providers to request either or both an informal and/or State Fair Hearing (SFH) to dispute the overpayment discovered by the County. Last, the policy will address when an overpayment is collectible and identified for purposes of federal remittance of the 60% share along with the reporting process for uncollectible or uncollected debt to the California Department of Social Services (CDSS).

### Definition of an Overpayment

An “overpayment” will be any amount of aid paid which a foster care provider received on behalf of a child to which the provider was not entitled, or an expenditure made by a Foster Family Agency or a Group Home provider not in conformity with WIC Section 11-404. A “Foster Care Provider” includes, but is not limited to, Group Homes (GHs), Foster Family Agencies (FFAs), Small Family Homes, Foster Family Homes (FFHs), Relative Homes (RHs), Non-Related Extended Family Members (NREFMs), and Non-related Legal Guardians (NRLGs). (See CDSS Eligibility and Assistance Standards (EAS) 45-304.1.11.)

The amount a provider is not entitled to is “an amount paid for any period of time in which the foster child was not cared for in that home” (CDSS EAS 45-304.122). However, if an AFDC FC eligible child is temporarily absent from an eligible facility, not more than 14 days, for school, work or training, hospitalization, visiting, vacationing, emergency circumstance, the County may make payment to the eligible facility in order to continue to meet the child’s needs. (CDSS EAS 45-302). An expenditure made by a Foster Care Provider can include payments in which a child was not in the home and will also include those expenditures not in conformity with the items outlined in Section 11-404 (CDSS EAS 45-304.11, 11-404, 11-403(c) and 11403.8.

**PROCEDURES****A. WHEN: NEW DETECT LISTING INDICATES A POTENTIAL OVERPAYMENT****Overpayment/Recovery Staff Responsibilities:**

1. Receive a new Overpayment Detect listing and/or assignment of potential overpayment from Eligibility (ES).
2. Access APPS, CWS/CMS and the Automated Overpayment Collection System – Integrated Financial System (IFS).
3. Review and reconcile the data on the computer systems to verify the reason for the overpayment.
  - a. If APPS, CWS/CMS and the IFS are consistent, proceed with step B. or C.
  - b. If APPS, CWS/CMS and the IFS are not consistent, contact the regional Eligibility Supervisor (ES)/Eligibility Worker (EW)/CSW and resolve the inconsistent information.

**B. WHEN: THERE IS AN INVALID OVERPAYMENT/BUDGET CODING**

An invalid overpayment is caused by a budget coding error. All or part of the overpayment may be invalid.

**Overpayment/Recovery Staff Responsibilities:**

1. Review the APPS, CWS/CMS and IFS. Determine if the regional EW's corrective budget action eliminated the overpayment on APPS.
  - a. If the corrective budget action eliminated or decreased the overpayment, enter the overpayment 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.
  - b. b. If the corrective budget action did not function or did not eliminate the overpayment, forward the information to the ES.

**Eligibility Supervisor Responsibilities:**

1. Inform the regional ES/EW/CSW via e-mail to advise them of the need for corrective action to eliminate the overpayment.

**C. WHEN: THERE IS A DISCOVERED OVERPAYMENT****Overpayment/Recovery Staff Responsibilities:**

1. Determine the type of foster care provider and if the overpayment is collectible or uncollectible (See section "D" to determine if collectible or uncollectible. The criteria noted in section "D" does not apply to GHs or FFAs. See section "E" regarding uncollectable criteria for GHs and FFAs.
  - a. Access the APPS and IFS and enter the overpayment status code, adjustment and comments. The following must be documented:
    - Amount of the overpayment;
    - Date of discovery of the overpayment;
    - The actual days overpaid and/or identify the expenditure not in conformity with State Regulation 11-404.
    - Aid code for which the overpayment was made;
    - Description of the circumstances that resulted in the payment error.

**NOTE:** Overpayment recovery will not be initiated when it has been more than one year since the initial discovery of an overpayment. The date of discovery is controlling, not the date of the actual overpayment. The initial discovery of the overpayment may occur more than one year after the actual overpayment occurred and recovery will be sought.

**D. WHEN: DETERMINING IF THE OVERPAYMENT IS UNCOLLECTIBLE FROM A FFH, RH, NRLG OR NREFM****Overpayment/Recovery Staff Responsibilities:**

1. An overpayment will not be collected from a FFH, RH, NRLG or NREFM when any of the following conditions exist:
  - a. The overpayment was exclusively the result of a County administrative error.
  - b. Neither the County 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.



- c. The provider did not have knowledge of, and did not contribute to, the cause of the overpayment(s).
- d. The cost of the collection exceeds the amount of the overpayment, i.e. costs which the County will 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. (This will require a Director's Write-Off. See Management Directive #11-03, dated 11/10/11.)
- e. If the above circumstances in (a), (b), or (c) occur, this is considered an Uncollectible Overpayment. The staff will request a voluntary repayment (SOC 841). If the circumstance is as set forth under (d) above, Director's Write-Off, no further attempts to collect, including voluntary repayment, will occur.
  - Initiate the SOC 841, Notice of Overpayment and Request for Voluntary Repayment. If the provider does not respond, no further collection efforts are to be made. The overpayment remains an "Uncollectible Overpayment."
  - If the caregiver agrees to a voluntary repayment of the overpayment, determine the method of payment:
    1. Voluntary lump sum repayment;
    2. Voluntary repayment agreement; or
    3. Voluntary grant offset.
  - Complete the Voluntary Repayment Agreement as appropriate.
- f. If any of the circumstances listed in 1 a, b, c, or d have occurred and the overpayment remains uncollectible or should not be pursued, the staff will ensure that the documentation required by Management Directive # 11-03 is reviewed and prepared. Further, ensure that the report and supporting documentation are included in the monthly report to the State Department of Social Services regarding uncollectible overpayments.

**NOTE:** Caregiver and Department of Children and Family Services (DCFS) staff must sign the Voluntary Repayment Agreement. Regulations do not prevent counties from collecting an overpayment that results from the payment of aid paid pending.

**E. WHEN: DETERMINING IF THE OVERPAYMENT IS UNCOLLECTIBLE FROM A GH OR FFA****Overpayment/Recovery Staff Responsibilities:**

1. An overpayment is not collectible from a GH or FFA under the following conditions:
  - a. The GH or FFA is no longer in business (CDSS EAS 45-304.126).
  - b. The GH or FFA is no longer licensed by the State Department of Social Services (CDSS EAS 45-304.126);
- If the overpayment involved payment to a GH or FFA for periods of time when the child was not in the home, and it is discovered during the process that the agency has gone out of business or is no longer licensed by the CDSS, the County will not take any further action or activity which could lead to the establishment of an overpayment. The County is required to contact the CDSS and seek prior written approval from CDSS to continue to take action to collect. If CDSS denies the County the right to collect, the overpayment will be uncollectible and the Department will be relieved from repayment of the federal share (CDSS EAS 45-304.126); (a) and (b) and WIC 11466.23(c)(1)(C).
- If the overpayment involved a GH or FFA which identified expenditures not in conformity with State Regulation 11-404, the County will not initiate a financial or fiscal audit nor will it take any action in furtherance of an existing financial or fiscal audit. The County will not perform any activity that could lead to the establishment of an overpayment. Again, the County is required to contact CDSS and seek prior written approval of CDSS to continue to take action to collect. If CDSS denies the County the right to collect, the overpayment will be uncollectible and the County will be relieved from repayment of the federal share (CDSS EAS 45-304.126); (a) and (b) and WIC 11466.23(c)(1)(C).
- Again, under these circumstances no voluntary attempts (SOC 841) to collect the overpayment should be attempted, if the CDSS does not authorize collection processes to continue.
- The following will be maintained in DCFS files indefinitely: 1) Letter to CDSS regarding the overpayment and closure or loss of license and requesting direction on collection within 30 days; 2) CDSS written response denying collection or documentation of no response from CDSS authorizing collection within 30 days; 3) All supporting documentation regarding the discovery of overpayments including, but not limited to, signed vouchers, Auditor Controller Reports, documentation on attempts to resolve the amount, information supporting the closure and/or lack of licensure of the GH or FFA; 4)

Any other records developed up to and including the written response or lack thereof, from CDSS denying the ability to take further action to collect.

- c. If the cost of the collection exceeds the amount of the overpayment, (i.e. costs which the County will 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) see Management Directive #11-03 regarding Director's Write-Off and preparation of the report for documentation and reporting to the CDSS as an uncollected debt (CDSS EAS 45-304.125 and WIC 11466.23(c)(1)(B)).

**F. WHEN: THE OVERPAYMENT IS DETERMINED COLLECTIBLE FROM THE FOSTER CARE PROVIDER**

**Overpayment/Recover Staff Responsibilities:**

- 1. GH, FFA, FFH, RH, NRLG, NREFM.

Take the following steps:

- a. Determine from whom the overpayment may be recovered;
  - b. Document the amount of the overpayment;
  - c. Document actual dates of the overpayment and/or the items not in conformity with State Regulation 11-404.
  - d. Document the date the overpayment was discovered. (This is the date it was determined that the amount was a valid, collectable overpayment);
  - e. Enter the Aid code for overpayment;
  - f. Document the reason that the overpayment occurred.
- 2. Complete the NA 1261, Notice of Action sending two (2) copies to the provider and maintain one copy in the overpayment file. Document by proof of mailing or by cover letter the date the NA 1261 was mailed. If this is a GH or FFA overpayment identified by Audit, ensure that all other necessary documents are also issued with the NA 1261 (Audit Report, FCAP, etc.)
  - 3. Log the information regarding the NA 1261 into the SB 84, Control Log (in Excel).

4. Set a control date for a 30-day response for request of an Informal Hearing and a 90-day response to verify if a request for SFH has been made to the DCFS Appeals State Hearing Unit.

**NOTE:** The foster care provider has 30 days from the mailing of the NA 1261 to either fully pay the overpayment, enter into a mutually agreed upon repayment plan or provide a written request for Informal Hearing. If the foster care provider does not request a 30-day Informal Hearing, the foster care provider will have 90 days from the date of mailing the NA 1261 to request a SFH. Failure to request an informal review of the County overpayment determination, either by Informal Hearing or SFH, will result in the overpayment being identified for collection two (2) days after the date the overpaid foster care provider's time frame to request review has elapsed or has been exhausted.

- a. An overpayment will only be collected from a provider who actually received the overpayment. Overpayments will not be collected from subsequent providers who provide care to a child for whom overpayment was assessed.
- b. For recoupment of overpayments made to GHs and FFAs which are not in conformity with State Regulation 11-404, the repayment will reduce any subsequent payments by an amount equal to the amount of the administrative portion of the monthly payment to the provider using an offset methodology indicated in State Regulation 45-305 (CDSS EAS 45-304.33). The Department can consider other forms of grant offset and, by analogy to other regulations, could allow offset up to the amount of 10% of the monthly administrative portion.
- c. If the overpayment is for periods of time when the child was not present in the care of the foster provider, and the child for whom the overpayment was assessed is no longer in the home of the provider, grant adjustment and grant offset will not be used to recover the amount of the overpayment. This applies even if the provider is caring for other foster care children. However, if the child is still in the care of the foster care provider:
  - Determine the appropriate recovery method and the amount to be recovered.
    1. Voluntary lump sum repayment;
    2. Voluntary repayment agreement; or
    3. Voluntary grant offset.

- Explain “voluntary grant offset’ to the caregiver who is still providing foster care to the child for whom the overpayment is assessed.
  1. 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.
  2. If this is an overpayment for a GH or FFA and it includes expenditures not in conformity with CDSS EAS 11-404 as a result of an Auditor Controller Report, provide the necessary information to the Treasurer Tax Collector (TTC) if a voluntary settlement agreement has been reached.

**G. WHEN: GH, FFA, FFH, RH, NRLG OR NREFM RESPONDS TO AN OVERPAYMENT NOTICE WITH CASH, CHECK OR MONEY ORDER**

**Overpayment/Recovery Staff Responsibilities:**

DCFS 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 DCFS. The account is known as the “Sweep Account for Overpayment Collections.”

1. Receive payment in the following manner:
  - a. Cash;
  - b. Check; or
  - c. Money order
2. If paid by check or money order, confirm the following:
  - a. Amount indicated is the same both in written section and the dollar amount section.
  - b. Confirm that it is signed.
  - c. Checks should be made payable to DCFS and/or County of Los Angeles.
3. Complete the payment control log. Annotate the cross-reference to the GH/FFH/relative/foster parent. Photocopy the check or money order. Annotate on the payment control log the following:
  - a. Check number;

- b. Invoice number;
  - c. Amount submitted.
4. Initial the check or money order.
  5. Endorse, by stamping all checks and money orders "for deposit only" immediately.
  6. If cash is received, ensure that a non-vested designated person witnesses the amount and receipt.

**NOTE:** It is illegal to photocopy cash. All case transactions will be witnessed and verified by staff with non-vested interest.

7. Reconcile the payment control log with the cash, checks and/or money orders received.
  - a. If the list and amounts are not reconciled, proceed with step 2 above until accountability is accomplished.
8. Deliver the cash, checks, and deposit forms to the Finance Deposit Unit.
9. Deliver one copy of the checks, supporting documents and deposit forms to the Overpayment Recovery Unit Clerk.

**NOTE:** The Unit Clerk will enter/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 overpayment Account Clerk.

**Reconciliation Staff Responsibilities:**

1. Finance Deposit Unit identifies inconsistencies on the Deposit Forms.
2. Receive Deposit Permit Report from e-CAPS.
3. Reconcile e-CAPS report to the Cash deposit log.

**Quality Assurance Staff Responsibilities:**

1. Conduct a random sampling of all Overpayment Recovery Unit activities.
2. Complete a report of the findings and deliver the report to the manager.

**H. WHEN: GH, FFA, FFH, RH, NRLG OR NREFM RESPONDS TO AN OVERPAYMENT NOTICE WITH A WRITTEN REPAYMENT PLAN**

**Overpayment/Recovery Staff Responsibilities:**

1. When the County and caregiver reach a mutually agreed upon repayment plan solely related to overpayments of aid when the child was not in the home:
  - a. Access the IFS and review the specific ledger and statement.
  - b. Enter the status and comments.
  - c. Complete and sign voluntary repayment agreement and ensure provider reviews and signs.
  - d. Set a control for receipt of all agreed upon monthly payments.

NOTE: There are no State Appeals Hearing rights regarding overpayments made to foster care providers, including GHs and FFAs where the claimant entered into a voluntary repayment agreement.

**I. WHEN: GH, FFA, FFH, RH, FOSTER PARENT, NRLG OR NREFM RESPONDS TO AN OVERPAYMENT NOTICE WITH A WRITTEN REQUEST FOR AN INFORMAL HEARING AND OR STATE FAIR HEARING**

**Administrative Assistant Responsibilities:**

Informal Hearing Requested

1. When an Informal Hearing Request is received:
  - a. Access the Hearing Control Log entering the status and comments.
  - b. Forward the Informal Hearing request and any attached supporting documentation to the ES for review.
2. Contact the provider and schedule date, time and location of informal hearing. Give the provider a written notice of the time and place of the informal hearing, not less than ten (10) days prior to the hearing date.
3. The notice will provide a scheduled date, time and location information to the Informal Hearing designee. The notice should also provide a contact number for the Informal Hearing designee to assure contact can be made at the location where the Informal Hearing will occur. (See Notice form to

Single Family Foster Home/Relative/Legal Guardian/NERFM and Notice for to Foster Family Agency/Group Homes.)

**Overpayment/Recovery Eligibility Supervisor Responsibilities:**

1. Review for completeness the Informal Hearing Request and any attached documentation.
2. Obtain any additional supporting documentation to confirm the disputed overpayment.
3. Forward the Informal Hearing Request and supporting documentation to the designee who will be conducting the hearing.

**Informal Hearing designee Responsibilities:**

1. The Informal Hearing designee will be a person designated by the County, knowledgeable in the subject area and will not be the person who made the initial overpayment decision or the person who supervised the person who made the initial overpayment decision.
2. At the time of the Informal Hearing the Informal Hearing designee will discuss with the provider and will be limited to considering the following:
  - a. The informal hearing will be limited to consideration of the correctness of the initial overpayment determination for any foster provider. If the foster provider is a Foster Family Home, Relative Home, NERFM or non-related Legal Guardians, the Informal Hearing designee will determine whether any of the following conditions in CDSS EAS 45-304.123 exist: in Section 45-304.123:
    - The overpayment was exclusively the result of a County Administrative error;
    - Neither the County 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;
    - The provider did not have knowledge of, and did not contribute to the cause of the overpayments.
3. If asked by the provider or questions arise regarding voluntary repayments, the County may discuss methods of voluntary overpayment recovery, as appropriate.
4. After the hearing, the County employee who conducted the informal hearing will prepare a letter, which contains the decision on each issue considered



at the informal hearing and set forth all regulations, which support the written decision. The decision will be mailed to the provider. The written decision will also inform the provider that they can appeal the informal hearing decision at a formal state fair hearing. A copy of the written decision will be retained in the overpayment case.

5. When an informal hearing is requested, it suspends the 90 day period the provider has to request a State Fair Hearing. Therefore, when the written decision regarding the informal hearing is mailed, it restarts the time period for a request for a State Fair Hearing. The provider will have 90 days to request a State Fair Hearing from the date of mailing of the decision. Therefore, DCFS needs to assure that the date of mailing is accurately recorded either by proof of service or verification that the decision was placed in the U.S. mail on a specified date.
6. If a provider requests an informal hearing and withdraws or fails to appear at the informal hearing, the provider will have 90 days from the date of withdrawal or failure to appear, whichever ever occurs first, to request a State Fair Hearing (CDSS EAS 45-306.3).
  - a. If the Informal Hearing designee receives a telephone call or a letter withdrawing the request for informal hearing, the Informal Hearing designee will send a confirming letter regarding the telephone call or receipt of the letter. The letter will also include a statement that the provider will have 90 days from the date of withdrawal to request a State Fair Hearing.
  - b. If the Informal Hearing designee sets a hearing and the person fails to appear at the set time, date and location, the Informal Hearing designee will attempt to contact the provider by telephone after waiting 45 minutes for their appearance. If the party is reached, the Informal Hearing designee can determine good cause and re-schedule the hearing. If the party is not reached, the Informal Hearing designee will issue a letter. The letter will indicate that an informal hearing was scheduled on the set time, date and location and will attach the notice issued. The letter will further state that the failure to appear concluded the informal process and that the provider will have 90 days from the date of failure to appear to request a State Fair Hearing.

**Formal State Fair Hearing Requirements:**

1. The foster care provider can request either or both the informal hearing and State Fair Hearing. The staff tracking the administrative rights of the foster care provider will consider the following, prior to determining the regulatory hearing processes have concluded.

- a. No Request Received for Either Informal or State Fair Hearing: If the foster care provider never requested review of the County determination on an overpayment, either by informal hearing within 30 days of mailing the NA 1261 or a State Fair Hearing within 90 days of mailing the NA 1261, upon the 92<sup>nd</sup> day, the overpayment is identified and the providers time frame to request review has lapsed and the overpayment is collectible.
- b. Request for Informal Hearing: If the foster care provider requests an informal hearing. See Informal Hearing designee above in steps 5 and 6. If no State Hearing is requested within 90 days of the issuance of the Informal Hearing Decision, 90 days after withdrawal or 90 days after failure to appear at the informal hearing, the overpayment will be identified for collection on the 92<sup>nd</sup> day, the date the overpaid provider exhausted administrative processes.
- c. Request for State Fair Hearing after Receipt of Decision in Informal Hearing or absent a request for Informal Hearing: If an informal hearing is requested and conducted, the 90 day period to request a State Fair Hearing is suspended until DCFS issues an informal decision after hearing. The person requesting the informal hearing will have 90 days from the date the decision is mailed to request the State Fair Hearing. (See steps 5 and 6 above.)
- d. DCFS can verify with the DCFS Appeals State Hearing Unit if they have received a request for State Fair Hearing and if so, what date occurred.
  - If a State Fair Hearing has been requested, the amount is not collectible until the administrative process is exhausted. DCFS must await the decision of the Administrative Law Judge and proceed, as ordered.
  - If no request for a State Fair Hearing has occurred, the administrative process will be considered exhausted on the 92<sup>nd</sup> day, and the overpayment will be identified and collectible.

**J. WHEN: NO RESPONSE IS RECEIVED FROM A GH, FFH, RH, NRLG OR NREFM**

**Overpayment/Recovery Staff Responsibilities:**

1. At the control date (30 days), (see step 4 on page 8), if the provider does not return the overpayment, enter into a mutually agreed-upon repayment plan, or has not requested an Informal Hearing. (If the provider requested an Informal Hearing, see Informal Hearing designee Responsibilities, Informal Hearing Request above.) Call the agency and continue to make additional attempts to voluntarily resolve payment issue(s), during the 90

day period. Do not discuss with the agency State Fair hearing rights. If questions are asked, refer them to the NOA 1261 and any other documents, issued regarding their rights to dispute the overpayment.

2. If the provider has requested a 30 day Informal Hearing, contact the person designated to hear the matter regarding the date set. Thereafter, request the date the hearing decision was mailed to the foster care provider. Set a 90 day control date, from the date of mailing to determine if the provider requests a State Fair hearing.
3. If no Informal Hearing was requested, await the control date of 90 days, to determine if the provider returns the overpayment, enters into a mutually agreed upon repayment plan or requests a State Fair Hearing. If by the 92<sup>nd</sup> day, there is no request for review of the County overpayment, the amount(s) will be deemed collectible and identified. (If the provider did request a State Fair Hearing, see Formal State Fair Hearing Requirements on page 14. Do not process collection until exhaustion of the administrative hearing process or the foster provider determines to enter a voluntary agreement.)
4. If payment issue is not resolved and administrative due process has lapsed or been exhausted, 92 days from the date of mailing the NA 1261 or two (2) days after the exhaustion of administrative due process, the overpayment is now identified and an aid claim adjustment for the federal share is required. The overpayment is now collectible and no further options to dispute the County determination of overpayment are required. The County can collect under the involuntary processes set forth in CDSS EAS 45-305.3, if the provider continues to refuse to enter into a voluntary repayment plan.
  - a. Upon the 92<sup>nd</sup> day, two days after the date the overpaid provider's time frame to request administrative review has elapsed, the overpayment is considered identified. The County will remit the federal share to CDSS no later than 20 calendar days after the end of the month in which the overpayment was identified by making an aid claim adjustment in the amount equal to the federal share.
  - b. For voluntary repayment by any type of foster care provider, see Section F. step 4.c.
  - c. For involuntary repayment for foster family homes, relative homes, NERFMs and non-related legal guardianships. These actions will only be used when voluntary agreements to repay have failed or there has been a failure of repayment under the provisions of a voluntary agreement. Below is the priority of involuntary collection.
    - Grant adjustment. The overpayment is due to aid paid when the child was not in the home of the provider agency (CDSS EAS 45-

304.122). The subject child remains in the home or agency of the foster care provider. Grant offset is not available when the provider is caring for different children other than the child for whom the overpayment was assessed. DCFS can deduct no more than 10% of the total monthly grant, each month (CDSS EAS 45-305.321).

- Collection of interest. Interest will be calculated based on principal and interest of 5 percent of the annual income prorated on a monthly basis, with simple interest on the overpayment amount based on the Surplus Money Investment Fund. Interest can not be collected if it will cause financial hardship for the provider to provide adequate care. Interest can not be collected if 1) the payment was made to meet the child's needs while the child was absent from the home; 2) the overpayment was the exclusive fault of the County; or 3) the provider did not contribute to the overpayment. (See CDSS EAS 45-305.331-332.)
  - Civil Judgment. If the provider fails to comply with a voluntary agreement, a demand for repayment and a grant offset is not available as the provider is no longer providing services to the child for whom the overpayment was assessed, the County will, unless the costs exceed the amount of the overpayment by instigating civil action, obtaining a judgment, recording abstract of civil judgment, executing a civil judgment or providing the information that the cost of the above described actions will exceed the amount of the overpayment to allow for a Director's Write-Off of the amount. (See MD #11-03, dated 11/10/11).
- d. For involuntary repayment for Group Homes and Foster Family Agencies. These actions will only be used when voluntary agreements to repay have failed or there has been a failure of repayment under the provisions of a voluntary agreement. The County is to follow the priority of involuntary collection procedures set forth in Administrative Standards for Eligibility and Assistance Programs AFDC-Foster Care Rates (EAS), Section 11-402.66. Per MPP 45-305.34, the term "County" in MPP 11-402.66 (and sub-sections), is to be substituted for the word "Department" wherever it appears in MPP 11-402.66. The priority of collection processes for Group Homes and Foster Family Agencies is as follows:
- Lump sum payment. The GH/FFA can choose one payment or the GH/FFA re-payments over a 12 month period. No interest to be assessed if an amount under \$100,000 is paid in 6 months. No interest to be assessed if an amount over \$100,000 is paid in 12 months. From the date of the executed agreement, interest shall not be assessed. If this is a self reported overpayment by the FFA or Group Home and 30 days have not elapsed, the FFA or GH has the right of reconciliation. If they fail to reconcile the self reported

overpayment within the 30 day period pursuant to 11-402.632(a), speak to county counsel regarding additional activities required by the FFA or GH. Have the county counsel review the regulations and the attempted at reconciliation, prior to determining the GH/FFA was provided the opportunity to reconcile the “overpayment” amount in the audit and failed. A group home provider who fails to reconcile in accordance with Section 11-402.632(a)(1) shall be subject to Sections 11-402.3, 11-402.5, and 11-402.6. This is satisfied by the pre-exit and final exit conference provided by the Auditor Controller’s Office. Further, the County can use a balancing process whenever an amount is owed to a provider by crediting the amount owed towards repayment of a sustained overpayment. (CDSS EAS .11-402.662)

- Demand for repayment agreement. 30 days after overpayment is identified or 30 days from the postmark date of letter notifying the GH/FFA of the demand for overpayment agreement, **after the informal hearing and State Fair Hearing processes have completed**, either by actual hearing in favor of DCFS or failure of the GH/FFA to request either hearing, the GH/FFA can enter into a repayment agreement. This agreement is required to contain specific language set forth in CDSS EAS 11-402.663 (a) thru (g). The repayment agreement will set forth a repayment schedule to repay amounts, which include interest, not to exceed a 9-year period. Interest begins to accrue on the date of issuance of the audit report containing the overpayment amount. The minimum monthly amount, including interest, will be 3% of the program’s monthly income. Interest will be based on simple interest calculations (see calculations set forth in CDSS EAS 11-402.663(c)1-3). This agreement may be re-negotiated if it results in severe harm to children in placement and specified conditions exist (conditions set forth at 11-402.663(g) 1 & 2). (CDSS EAS 11-402.663)
- Mandatory repayment agreement. When the GH/FFA provider fails to enter into the repayment agreement in the above bullet or there are three (3) outstanding payments on a repayment agreement before the overpayment is repaid, the County can set forth a mandatory repayment agreement in accordance with WIC 11466.22(d)(4). The requirements and the amount can be raised to an amount which will assure it is repaid in seven (7) years. Otherwise, the repayment period is not to exceed seven (7) years, minimum monthly amount will be 5% of the monthly income, including interest, and can be collected by off setting against the current group home provider reimbursement rates (CDSS EAS 11-402.664).

## EXHIBIT I

- Administrative offsets MPP 45-304.33, the County will employ an offset to the administrative portion of subsequent payments by the method noted MPP 45-305. (See Section J. step 4.c. above).
- Additional Action/Supplements to Rate. In addition to the collection process in the 2<sup>nd</sup> bullet under d. on page 17, when a GH/FFA is subject to mandatory repayment the following requirements apply; a) In addition to the repayment reduction of 11-402.664, 50% of any California Necessities Index (CNI) increases and any adjustments to the Standardized Schedule of Rates in the AFDC-FC program will be withheld and applied and b) The GH/FFA program will be ineligible to receive program change that results in an increased rate classification level (RCL) until the amount is recovered or a waiver is granted by CDSS. (If waiver granted and an increased RCL occurs, it will be subject to 11-402.664 recovery amounts. (See CDSS EAS 1-402.665 and contact county counsel for assistance.)
- Additional Action/Certificate against real or personal property of group home. In addition to collection processes, the County may also file a certificate against the real or personal property of a group home provider, in accordance with WIC 11466.33. The code section contains multiple requirements to review, prior to making the determination to file a certificate. If all requirements are met to file the certificate, it is to be filed with the County Clerk. The County Clerk may then file a lien against the property. The County may bring action within a 10-year period and seek judgment, allowing for the filing of an abstract of judgment. (See CDSS EAS 11-402.666.)
- Additional Action/County action impacting RCL Rate. This section (in conjunction with .668) indicates contact can be made with CDSS regarding the GH/FFA's failure to repay an overpayment and request termination of the RCL. If DCFS determines to take this action, DCFS should only do so after the providers due process has completed in favor of the County by State Fair Hearing or civil judgment. The Initial Statement of Reasons, issued with the emergency regulations, limit the action of the County to "collection". Contact with County Counsel should occur to determine if this action could occur and assure that the requirements of CDSS EAS 11-402.667 have been met.
- Additional Action/County request for RCL rate termination. The County, DCFS, does not have the right to act in the capacity of CDSS for the purpose of terminating a Group Home or Foster Family Agencies' rate as indicated in CDSS EAS 11-402.3.393 and 394. As indicated in the bullet above, the County could request CDSS to consider terminating an RCL rate in conjunction with its collection actions. The Initial Statement of Reasons issued with the emergency

regulations limit the action of the County to “collection.” Contact with County Counsel should occur to determine if this action could occur and assure that the requirements of CDSS EAS 11-402.668 have been met.

5. CONTRACTUAL REMEDIES, in the event CONTRACTOR does not return payment, or enter into an agreement for payment on a mutually agreed upon timeframe:

- Prepare a recommendation to place the home on “Hold”/“Do Not Refer: (DNS”/“Do Not Use” (DNU) and submit to the manager for approval process to the Director of DCFS. (See Foster Family Agency or Group Home Contracts regarding the process for “Do Not Refer.”)
- In the event CONTRACTOR does not return an Overpayment, either under the terms of a voluntary agreement or under the terms of an involuntary repayment agreement after exhaustion of due process in favor the COUNTY, COUNTY may place a Hold Status, DNR Status, DNU Status, Corrective Action Plan.
- County will provide written notice of its intention to place CONTRACTOR on a Hold/DNR/DNU Status at least 15 days in advance.
- COUNTY will notify CONTRACTOR in writing within 72 hours of DCFS’ decision to place CONTRACTOR ON Hold/DNR/DNU.
- 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.

NOTE: When Hold/DNR/DNU Status is recommended, the written notification letter will include the reason(s) for placing Contractor on Hold/DNR/DNU. It will also invite Contractor to participate in a Review Conference to discuss the COUNTY’S decision and include a deadline by which the CONTRACTOR must indicate its intent to participate in the Review Conference. Fax the notification to the GH/FFA, keeping a copy of the confirmation of receipt of FAX.

# 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.
 

<input type="checkbox"/> No known history.	<input type="checkbox"/> Yes, known or suspected history Specify and describe oh reverse side.
--	---
  
2. Violence towards self: suicide attempts/ideation; deliberate harm to self; drug overdoses.
 

<input type="checkbox"/> No known history.	<input type="checkbox"/> Yes, known or suspected history Specify and describe oh reverse side.
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3. Sexual Maladjustment Problems sexual molestation of others: rape: sexual acting out.
 

<input type="checkbox"/> No known history.	<input type="checkbox"/> Yes, known or suspected history Specify and describe oh reverse side.
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4. Arsonous behavior, fire setting or arson.
 

<input type="checkbox"/> No known history.	<input type="checkbox"/> Yes, known or suspected history Specify and describe oh reverse side.
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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 \_\_\_\_\_



<b>31-405</b>	<b>SOCIAL WORKER RESPONSIBILITIES FOR PLACEMENT</b> (Continued)	<b>31-405</b>
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- (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.



Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2012)

### Have You Told Your Employees About the Earned Income Credit (EIC)?

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#### 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 2012 are less than \$50,270 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, 2013.

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 from [IRS.gov](http://IRS.gov) or by calling 1-800-829-3676.

#### 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 Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

#### How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2012 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 2012 and owes no tax but is eligible for a credit of \$800, he or she must file a 2012 tax return to get the \$800 refund.

**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

<b>VENDOR INFORMATION</b>	<b>PAYMENT DISCREPANCY</b>
Date of Request	Payment Months in question
Vendor or Name	Incorrect rate Birth date rate change First payment was not received Start date discrepancy Stop date discrepancy Clothing Allowance Other payment problems
Vendor Number	
Contact Person	
Telephone Number	
<b>CHILD'S INFORMATION</b>	
Child's Name	
Child's Birth date	
Child's Case Number	
<b>PLACEMENT INFORMATION</b>	
To expedite your payment request please answer the following information:	
The child was placed by:      DCFS      Probation	<b>RESOLUTION/COMMENTS</b>
Did you receive a Blue Placement Packet from the CSW? YES                                  NO	Completed by DCFS Staff
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/monitoring/audit remedies and procedures. These policies and procedures are subject to revision by DCFS, upon 30 days prior written notice to CONTRACTOR (which will not require a contract amendment), and DCFS may vary from these protocols and procedures when such variance is required to protect the health and safety of the children, except that all Do Not Refer and Do Not Use actions must be approved by DCFS' Director or his/her Deputy Director level designee. Such variance may not be arbitrary and capricious, unreasonable or discriminatory.

DCFS is responsible for monitoring and investigating, as a whole, all residential facilities licensed by Community Care Licensing (CCL) to provide out-of-home care when there are allegations of child abuse, neglect or exploitation. These facilities include foster family agencies, foster family homes, group homes and small family homes. During the normal course of its monitoring or as the result of an investigation, DCFS may take action, when necessary, to protect DCFS-placed children in these facilities, including corrective action, Hold, and/or "Do Not Refer/Use" status. Staff may recommend a corrective action plan, Hold, DNR, and/or DNU Status, regardless of whether law enforcement and/or CCL take similar action.

The Office of the Auditor-Controller is also responsible for audits of the contracts and administrative issues, including fiscal audit findings for all CONTRACTORs. Fiscal audit findings are not addressed in Exhibit N, except to the extent discussed below or specifically referenced in other parts of the Contract. Nothing in this paragraph shall prevent the COUNTY from relying on the findings of the Auditor-Controller as a basis for imposing any of the Administrative Remedies provided below.

**A. Administrative Remedies**

DCFS may utilize one or more of the following actions in response to findings uncovered in the normal course of monitoring, as a result of investigations of abuse/neglect in out of home care, or in audits of program or fiscal contract requirements.

1. **Corrective Action Plan (CAP)** - When DCFS reasonably determines that a CONTRACTOR's deficiency is correctable; a CAP shall serve as the CONTRACTOR's commitment to remedy such deficiency.
2. **Hold Status** - COUNTY retains the right to temporarily suspend referrals of children to CONTRACTOR by placing CONTRACTOR on Hold status, for up to a 45-day period at any time during an investigation, monitoring, or audit, when based on prima facie evidence, DCFS reasonably believes, in its sole discretion, that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors.

Limited to an additional 45 days, a hold status may be extended for extenuating circumstances beyond the control of DCFS, with the understanding that the extension of Hold status on a Contractor will require the approval of the Director or his Deputy Director level designee. Hold Status may also be implemented when there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or noncompliance with a significant administrative/fiscal/programmatic requirement of the 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/Probation 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. A DNR recommendation must be approved by a Deputy Director.
4. **Do-Not-Use (DNU) Status** - DNU means that all Placed Children are removed from the CONTRACTOR's care within a specified period of time. No placement referrals may be made to the facility. Do-Not-Use Status is used when COUNTY reasonably believes, in its sole discretion, based upon prima facie evidence, that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the CONTRACTOR in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/programmatic requirements of this 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. A DNU recommendation must be approved by a Deputy Director.
5. **Termination Hold** - In the event either COUNTY or CONTRACTOR terminates this Contract for convenience or for default, COUNTY shall suspend referrals of children to CONTRACTOR and remove, or cause to be removed, all Placed Children prior to the effective date of termination. In such an event, the procedures described in this exhibit will not occur. A Termination Hold must be approved by a Division Chief.

## **B. CAP Procedures**

1. If DCFS requires/requests immediate action, oral notice is given and is followed up in writing within one business day. Corrective action must be taken within (3) calendar days from the date of verbal notification (which will be immediately followed with written notification) for the following child safety issues: a) lack of psychotropic medication authorizations; b) insufficient and/or inadequate clothing and essentials;

c) insufficient or poor food; and/or d) poor facility or environmental issues, such as sanitation or electrical problems and other situations which are hazardous.

2. Where immediate action is not required, CONTRACTOR shall submit CONTRACTOR'S proposed CAP to DCFS within 30 calendar days from receipt of written notification from DCFS (Vendor Notification Letter), the timeframe depending on the nature of the violation. The CONTRACTOR's CAP is reviewed and approved by DCFS within 15 business days, after which the CAP will be monitored for compliance.
3. The CAP must address each finding made in the Vendor Notification Letter. An appropriate CAP includes: the detailed action necessary to correct the deficiency; an explanation of how corrections will be implemented; an explanation of what actions will take place to ensure that the corrective action is maintained; and a thorough plan addressing prevention of subsequent violations and/or inappropriate action. Timeframes, as necessary, will be provided, as well as who is responsible for ensuring the action(s) is/are carried out. An addendum will be required if the CAP does not adequately address all issues.
4. Once approved, monitoring of the approved CAP begins. Monitoring will usually last three to six months depending on the nature of the violation. The act of monitoring may include, where necessary, unannounced visits to the home and/or agency to verify that the corrective action has been completed.
5. Once the corrective action has been completed and verified, the CONTRACTOR is notified in writing and the monitoring case is closed. A Hold, Do Not Refer or Do Not Use Status may be implemented, at the discretion of DCFS, if the requested corrective action is not completed within the agreed upon time or if the CONTRACTOR does not submit an approved CAP/CAP addendum within the agreed-upon timeframes.

**C. Hold/DNR/DNU Procedures**

1. For Child Safety/Endangerment/Insurance Provisions Holds, DNR, DNU status, a Vendor Notification Letter is sent, via fax and certified mail, within 72 hours of DCFS' decision to place CONTRACTOR on Hold, DNR or DNU Status, and verbal notification will be provided prior to or at the time of CONTRACTOR placement on Hold/DNR/DNU Status to the extent possible. To the extent possible and reasonable, and without interfering with any law enforcement investigation, and consistent with statutes and regulations related to confidentiality, notification will include the reason(s) for the Hold/DNR/DNU Status. The Vendor Notification Letter will also invite the CONTRACTOR to participate in a Review Conference and include a deadline for the CONTRACTOR's response (desire to participate) within 5 business days. Failure by the CONTRACTOR to respond by the deadline will result in default or waiver by the CONTRACTOR to proceed with the Review Conference.

2. For Administrative (except Insurance Provisions) Holds, a Vendor Notification Letter is sent, via fax and certified mail, within 15 days of DCFS' decision to place CONTRACTOR on Hold, DNR or DNU Status, and verbal notification will be provided prior to or at the time of CONTRACTOR placement on Hold/DNR/DNU Status to the extent possible. To the extent possible and reasonable, and without interfering with any law enforcement investigation, and consistent with statutes and regulations related to confidentiality, notification will include the reason(s) for the Hold/DNR/DNU Status. The Vendor Notification Letter will also invite the CONTRACTOR to participate in a Review Conference and include a deadline for the CONTRACTOR's response (desire to participate) within 5 business days. Failure by the CONTRACTOR to respond by the deadline will result in default or waiver by the CONTRACTOR to proceed with the Review Conference.
3. During the Review Conference, the CONTRACTOR will meet with the Department's representative at the Division Chief/Regional Administrator level, other COUNTY (DCFS, Auditor-Controller, Probation) Departmental staff and/or Community Care Licensing to discuss the investigative and/or administrative findings and to provide an opportunity for the CONTRACTOR to respond to the findings. The Review Conference will be held within 30 days of CONTRACTOR's receipt of faxed Vendor Notification Letter of placement on Hold/DNR/DNU Status, unless CONTRACTOR waives the time limit. The Review Conference is provided to ensure that the CONTRACTOR is afforded a process for responding to allegations against them and for airing their grievances.

One week prior to the then scheduled Review Conference, the CONTRACTOR has the right to present written evidence in the form of relevant declarations, affidavits, and documents and a written statement intended to be presented during the Conference. The CONTRACTOR may also request that DCFS interview any witnesses identified by the CONTRACTOR who have not already been interviewed.

4. The Out of Home Care Management Division' Children's Services Administrator III or designee will facilitate the Review Conference. DCFS and CONTRACTOR will both have the opportunity to present information related to the findings and each will be able to question the other with respect to each finding. Information provided by DCFS during the conference must be consistent with confidentiality laws. The CONTRACTOR may choose to seek authorization from the Juvenile Court to access additional documentation and information pertaining to the allegations, and to use such documentation and information during the Review Conference. [The authorization/approval must be in writing from the Court.] DCFS will consider any new information presented in the CONTRACTOR's written statement and information presented during the Conference.

Consistent with the informal and non-adversarial atmosphere of the review Conference, CONTRACTOR and COUNTY agree that only appropriate CONTRACTOR personnel and appropriate DCFS, Auditor-Controller, Probation, and or Community Care Licensing personnel shall participate in the Review Conference; and legal representatives shall not be present at the Review Conference.

5. The Division Chief or Regional Administrator level staff will assess the information presented by the CONTRACTOR and make a final determination whether to withdraw the recommendation or to consult with others within DCFS with regard to the intended recommendation. This determination will be put in writing and provided to CONTRACTOR within 15 business days of the Conference.
6. Hold, DNR, or DNU Status may be lifted at any time that DCFS obtains information which leads DCFS to believe that: 1) the original basis for imposing such status is no longer applicable, or 2) Hold, DNR, or DNU status is no longer appropriate. In instances where Hold/DNR/DNU Status no longer applies, DCFS shall act as expeditiously as possible to remove CONTRACTOR from such status.



**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)

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:

## CONTRACTOR'S EEO CERTIFICATION

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Company Name

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Address

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Internal Revenue Service Employer Identification Number

### GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. 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.	( )	( )

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Signature

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Date

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Name and Title of Signer (please print)

# F Y I F Y I F Y I F Y I

F O R Y O U R I N F O R M A T I O N

ISSUE 02-08

DATE: 03/02

## QUALITY OF LIFE STANDARDS FOR CHILDREN IN OUT-OF-HOME CARE

This release is a guide to help Children's Social Workers in ongoing assessment of quality of life issues for children and youth in out-of-home care. Children Social Workers are asked to review the following quality of life standards with their children and caregivers at the time of placement and to utilize these standards in selecting and monitoring children in out-of-home care placement.

There are times when families are unable to provide a safe environment for children and the Department of Children and Family Services (DCFS) will provide an out-of-home care placement. **DCFS has the responsibility to ensure that such out-of-home care placements are in a safe, temporary home that will provide the support necessary for the child's optimum growth and development.** Placement shall be in the least restrictive, most family-like setting consistent with the best interests and special needs of the child. It is also the responsibility of DCFS to ensure that all out-of-home care providers maintain the highest level of all standards and services detailed in Community Care Licensing regulations, California Code provisions, foster care contracts and/or placement agreements.

### Health and Safety

The caregiver shall maintain a clean, healthy and safe home in compliance with Title 22 regulations.

### Medical, Dental and Psychiatric Care

Caregivers shall meet the medical needs of the placed child in accordance with the Child Health Disability Prevention Program, Medi-Cal program and Community Care Licensing regulations. The caregiver shall be responsible for facilitating any needed medical, dental and/or psychiatric care for children in out-of-home care.

The Children's Social Worker shall provide the caregiver with the child's Medical and Educational Passport at the time of placement. The caregiver shall maintain the child's Passport updating with relevant information regarding all medical needs identified and services provided, including doctor visits, testing, treatment and immunizations. The caregiver shall provide the updated Passport to the Children's Social Worker at the time the child departs the placement.



If you have any questions regarding this release please e-mail your question to:

Policy@dcfs.co.la.ca.us

**Education**

The Children's Social Worker will provide the caregiver with the child's Medical and Educational Passport at the time of placement. The caregiver shall maintain the child's Passport updating the relevant information regarding school placement, attendance and performance, academic achievement and, where applicable, an Individual Education Plan (IEP) and/or special education services provided.

The caregiver shall communicate with and work with the school in meeting the educational needs of the placed child in accordance with the needs and services plans and court orders.

**Setting Goals and Objectives/Emancipation Planning**

The caregiver agrees to provide opportunities to teach the placed child how to set short-term and long-term goals and objectives appropriate to the development of the child. The caregiver shall discuss possible short-term and long-term goals and objectives with the placed child as it relates to his/her needs and services plan, career plans, strengths and interests and educational possibilities to prepare youth for emancipation and adulthood.

**Self Esteem**

It is the expectation that our caregivers adhere to the Foster Youth Bill of Rights as provided by the California Youth Connection and codified in section 16001.9 of the Welfare and Institutions Code. As part of the needs and services plan, planned activities schedule, and independent living plan, the caregiver shall provide opportunities to encourage the development of the placed child's self esteem and cultural awareness.

**Childhood Memories**

The caregiver shall encourage and assist each child in creating and updating a life book/photo album. The life book/photo album shall consist of, but not limited to photographs and other items that relate to childhood memories. The caregiver should encourage and assist each child in updating the life book on a regular basis.

**Quality of Life Guidelines**

In assuring that children and youth in out-of-home care receive the highest quality of care and are enjoying a high quality of life, it is suggested that Children's Social Workers use the following guidelines in assessing quality of life of children and youth in out-of-home care placements.

1. Are the child's personal rights respected? Is s(he) treated with dignity and respect?
2. Is the child placed in the community, or adjacent, to the community where he/she normally lives?
3. Does the child have a sibling in placement, and if so, are they or could they be placed together?
4. Is the child's clothing the correct size and age appropriate? Does the child have sufficient clothing for special occasions?
5. Are the child's meals sufficient, nutritious, varied, and appealing?
6. Is the child succeeding in school? If not, is the child receiving services to enable success?
7. Does the child have the opportunity to participate in extracurricular activities or enrichment programs? Are the child's friends allowed to visit?

8. Does the child receive the sporting equipment necessary (within reason) to participate in desired activities?
9. Is the child transported to social events, job, after-school activities, etc.?
10. Does home provide a stimulating and enriching environment including but not limited to, age-appropriate toys, books, and reference materials (encyclopedias, dictionaries, computer programs)?
11. Is the child offered appropriate therapeutic intervention related to behavior, abuse, or his/her family of origin issues?
12. Does the child receive a regular allowance?
13. Does caregiver actively participate in facilitating contact/visitation with family members as deemed appropriate by court order?
14. Does the child have reasonable access to a telephone? Does the child have sufficient privacy to converse with his or her attorney, CSW, or Court-Appointed Special Advocate (CASA), as appropriate?
15. Is the child given the opportunity to participate in worship or religious services and activities of his/her choice?
16. Are any behavior restrictions and/or assigned chores appropriate to the child's age, maturity level and emotional development?
17. If needed, is the youth offered appropriate services and transportation related to substance abuse or other at-risk behavior?
18. If youth is 14 or older, is emancipation planning being addressed?

### **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.

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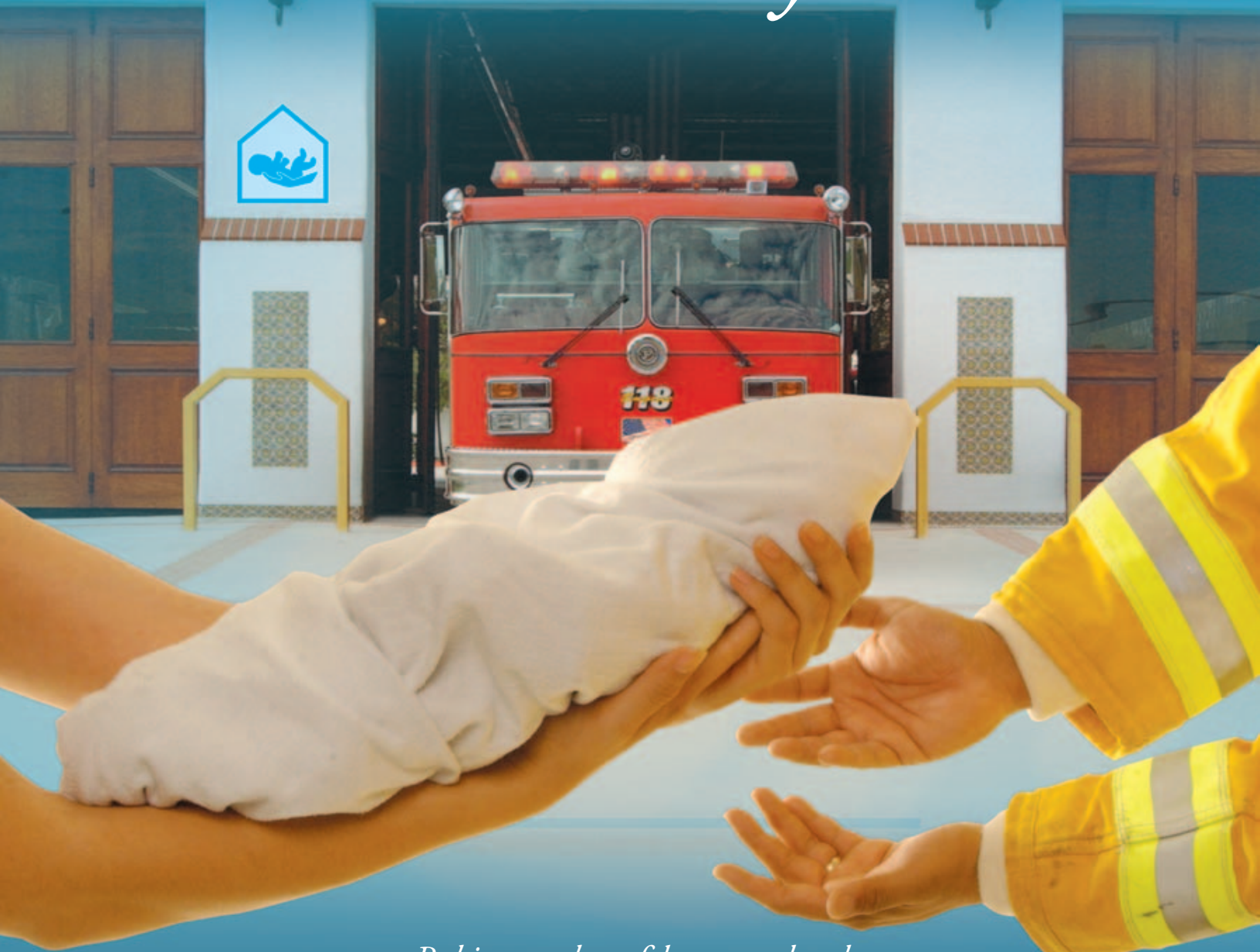
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19. Are the child's personal rights respected? Is s(he) treated with dignity and respect?
20. Is the child placed in the community, or adjacent, to the community where he/she normally lives?
21. Does the child have a sibling in placement, and if so, are they or could they be placed together?
22. Is the child's clothing the correct size and age appropriate? Does the child have sufficient clothing for special occasions?
23. Are the child's meals sufficient, nutritious, varied, and appealing?
24. Is the child succeeding in school? If not, is the child receiving services to enable success?
25. Does the child have the opportunity to participate in extracurricular activities or enrichment programs? Are the child's friends allowed to visit?
26. Does the child receive the sporting equipment necessary (within reason) to participate in desired activities?
27. Is the child transported to social events, job, after-school activities, etc.?
28. Does home provide a stimulating and enriching environment including but not limited to, age-appropriate toys, books, and reference materials (encyclopedias, dictionaries, computer programs)?
29. Is the child offered appropriate therapeutic intervention related to behavior, abuse, or his/her family of origin issues?
30. Does the child receive a regular allowance?
31. Does caregiver actively participate in facilitating contact/visitation with family members as deemed appropriate by court order?
32. Does the child have reasonable access to a telephone? Does the child have sufficient privacy to converse with his or her attorney, CSW, or Court-Appointed Special Advocate (CASA), as appropriate?

33. Is the child given the opportunity to participate in worship or religious services and activities of his/her choice?
34. Are any behavior restrictions and/or assigned chores appropriate to the child's age, maturity level and emotional development?
35. If needed, is the youth offered appropriate services and transportation related to substance abuse or other at-risk behavior?
36. If youth is 14 or older, is emancipation planning being addressed?

# *Safely* Surrendered *Baby Law*



*Babies can be safely surrendered  
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

*Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.*

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign 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, staff 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 or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby 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?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

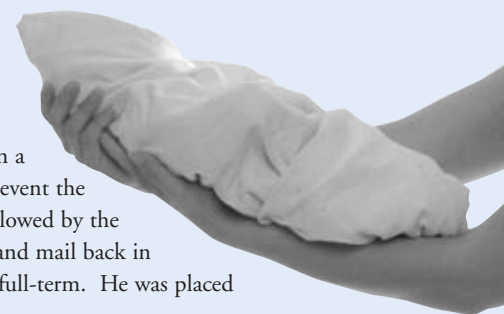
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents 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 no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



# Ley de Entrega de Bebés Sin Peligro



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿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 (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. 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 brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar 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 Ángeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



**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 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 California Health and Human Services.

(g) "Serious injury" means 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 State Hospitals and facilities operated by the State Department of Developmental Services that utilize seclusion or behavioral restraints. (b) The State Department of State Hospitals 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 State Hospitals 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 State Hospitals 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 State Hospitals.

(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 (i) 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 Public Health, the State Department of State Hospitals, the State Department of Social Services, the State Department of Developmental Services, and the State Department of Health Care 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.

## CHARITABLE CONTRIBUTIONS CERTIFICATION

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Company Name

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Address

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Internal Revenue Service Employer Identification Number

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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.

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Signature

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Date

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Name and Title of Signer (please print)

ADMINISTRATION OF CONTRACT  
COUNTY'S ADMINISTRATION

CONTRACT  
NO. \_\_\_\_\_

**COUNTY PROGRAM DIRECTOR:**

Name: Karen Richardson  
Title: Division Chief  
Address: 9320 Telstar Avenue, Suite 216  
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Telephone: (626) 569-6801  
Facsimile: (626) 572-2363  
E-Mail Address: simska@dcfs.lacounty.gov

**COUNTY PROGRAM MANAGER:**

Name: Mary Alvin Nichols  
Title: Children Services Administrator II  
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Facsimile: (626) 572-2368  
E-Mail Address: Alvinm@dcfs.lacounty.gov

**COUNTY CONTRACT PROGRAM MONITOR:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
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Telephone: \_\_\_\_\_  
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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:

# Procedural Guide

0400-504.00

## FAMILY VISITATION PLANNING

Date Issued: **04/09/09**

New Policy Release

Supersedes and Cancels: **Procedural Guide 0400-504.65**, Face-to-Face Visits: Child with Other Family Members; **FYI's: 03-50**, Monitor's Instructions; **04-32**, Parent's Visits prior to the Detention Hearing; 06-55, Visitation Requirements and; **07-10**, Teen Parents in Foster Care: New Laws Regarding Visits.

### DEPARTMENTAL VALUES

The Department continues to focus on the three priority outcomes. We have identified improved safety for children, improved timelines to permanency with the optimal permanent plan being family reunification, and reduced reliance on detention as the only method to assure safety for children.

This Procedural Guide supports the Department's efforts to achieve timely permanency (family reunification, adoption or legal guardianship) for children by ensuring the visitation objectives support the families needs as identified in the case plan. Further, this Procedural Guide ensures the safety of children during family visits.

### WHAT CASES ARE AFFECTED

This Procedural Guide is applicable to all new and existing referrals and cases.

### OPERATIONAL IMPACT

***"Visitation is Critical to Successful Reunification"***

#### **Purpose And Goals Of Visitation**

This Procedural Guide provides 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 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 Procedural Guide is based on the following principles, values and themes:

- Visitation should be based on a determination 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.
- Welfare and Institutions Code ("WIC") sections 300 and 308 provide specific guidance for developing, implementing and monitoring visitation plans and are the primary point of reference in the development and implementation of visitation plans.
- Family Centered Team based approach to developing and updating Family Visitation Plans (FVPs).
- Purposeful Visitation: In out-of-home care, 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. Visitation not only serves to maintain contact or access between parents and children, but also allows family members to practice and demonstrate new skills and behaviors that are needed for them to safely be together. As such, visitation plans and activities should be thoughtfully and carefully linked to a uniquely tailored Case Plan that clearly identifies the desired 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. Visitation Plans 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 the Case Plan goals.

## Court Orders

Oftentimes, the judicial officer makes general visitation orders, for example: “Visits to be supervised by a DCFS approved Monitor, 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 intended to be detailed implementation of the Court’s orders. While the Family Visitation Plan (FVP) at the time of the disposition hearing will be incorporated into the court report 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 family or criminal courts orders.) If the Dependency court makes orders that are inconsistent with the FVP, then the procedures outlined, in the “Changes to the FVP” section of this Procedural Guide, should be followed in order to bring the FVP into compliance with the relevant court orders. The CSW should ensure that visitation is consistent with all court orders unless an emergency warrants a change.

### FAMILY VISITATION PLANNING TIMEFRAMES

Visits should be arranged immediately. This chart gives general timeframes within which Family Visitation Plans should be developed and implemented.

<b>POINT OF ENGAGEMENT</b>	<ul style="list-style-type: none"><li>• <i>Development of an Initial Family Visitation Plan (Pre-Detention Hearing):</i> Facilitate visits during the first 72 hours following the child’s removal from the home. Refer to Procedural Guide 0400-504.45, Supervised Visits.</li></ul>
<b>Initial TDM and Detention</b>	<ul style="list-style-type: none"><li>• Make a visitation recommendation based on the plan proposed in the Initial TDM and include it in the Detention Hearing report.</li></ul>
<b>DETENTION HEARING</b>	<ul style="list-style-type: none"><li>• <i>Development of a Pre-Disposition Family Visitation Plan:</i> Implement the court ordered visitation plan for the period of time between the Detention Hearing and the Disposition Hearing.</li><li>• Develop a visitation recommendation based on any further TDM’s and current visitation plan outcomes and include it in the Disposition/Jurisdiction Hearing Report.</li></ul>
<b>DISPOSITION HEARING</b>	<ul style="list-style-type: none"><li>• <i>Development of a Pre-.21(e) Family Visitation Plan:</i> Implement the court ordered visitation plan for the period of time between the Disposition Hearing and the .21(e) Hearing.</li><li>• Develop a visitation recommendation based on any further TDM’s and current visitation plan outcomes and include it in the .21(e) Report.</li></ul>

## FAMILY VISITATION PLANNING TIMEFRAMES (cont.)

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<b>.21(e) HEARING</b>	<ul style="list-style-type: none"><li>• <i>Development of a Pre-.21(f) Family Visitation Plan:</i> Implement the court ordered visitation plan for the period of time between the .21(e) Hearing and the .21(f) Hearing.</li><li>• Develop a visitation recommendation based on any further TDM's and current visitation plan outcomes and include it in the .21(f) Report.</li></ul>
<b>.21(f) HEARING</b>	<ul style="list-style-type: none"><li>• <i>Development of a Pre-.22 Family Visitation Plan:</i> Implement the court ordered visitation plan for the period of time between the .21(f) Hearing and the .22 Hearing.</li><li>• Develop a visitation recommendation based on any further TDM's and current visitation plan outcomes and include it in the .22 Report.</li></ul>
<b>.22 HEARING</b>	<ul style="list-style-type: none"><li>• <i>Development of a Pre-.26 Family Visitation Plan:</i> Implement the court ordered visitation plan for the period of time between the .22 Hearing and the .26 Hearing.</li><li>• Develop a visitation recommendation based on any further TDM's and current visitation plan outcomes and include it in the .26 Report.</li></ul>
<b>.22 HEARING</b>	<ul style="list-style-type: none"><li>• <b><i>If applicable,</i></b> <i>Development of a Pre-.25 Family Visitation Plan:</i> Implement the court ordered visitation plan for the period of time between the .22 Hearing and the .25 Hearing.</li><li>• Develop a visitation recommendation based on any further TDM's and current visitation plan outcomes and include it in the .25 Report.</li></ul>
<b>.25 HEARING</b>	<ul style="list-style-type: none"><li>• <i>Development of a Pre-.26 Family Visitation Plan:</i> Implement the court ordered visitation plan for the period of time between the .25 Hearing and the .26 Hearing.</li><li>• Develop a visitation recommendation based on any further TDM's and current visitation plan outcomes and include it in the .26 Report.</li></ul>
<b>.26 HEARING</b>	<ul style="list-style-type: none"><li>• <i>Development of a Post-Jurisdiction Visitation Plan:</i> Implement the court ordered post-jurisdiction visitation plan for Legal Guardianship, Family Law Order, Adoption or Planned Permanent Living Arrangement.</li></ul>

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### **Prior to the Detention Hearing**

Children 10 years of age and older who have been taken into temporary custody have the right to make at least two telephone calls within one hour after being taken into custody – one completed call to a parent, guardian or responsible relative and one completed call to an attorney, if the child has one. It is a misdemeanor to deprive a detained child of this right.

WIC 308 requires that DCFS make a diligent and reasonable effort to ensure regular telephone contact between the parent and a child of any age, prior to the detention hearing, unless that contact would be detrimental to the child. The initial telephone contact is to take place as soon as practicable, **but no later than five hours after the child is taken into custody.**

### **TDM Meetings and Permanency Conferences**

TDM Meetings should consider the prospective placements ability to support an ongoing relationship with the biological parent(s) (e.g., willingness to transport children to/from visitation; willingness to supervise visits, etc.) The first family visit should be scheduled at the initial TDM. The ongoing FVP should be developed at the “Icebreaker”. At the first family visit, an ongoing visit schedule should be developed. The visit schedule should be updated at each Permanency Conference. The visit schedule should focus on as high a frequency of visits, as appropriate, with weekly visits between the parents and child(ren) as a minimum unless otherwise ordered by the court. Visits should be specified for birthdays, holidays, graduations, school events, medical procedures, and other important events/occasions. Frequent telephone contact should be encouraged and specified, as appropriate.

### **Parents Visits Prior to the Detention Hearing**

In support of the objective of parental inclusion and strength based practice in working with families, it is appropriate, in most cases, to offer parents the option of visiting their children prior to the detention hearing.

The determining factor to allowing such visits must be based on the safety of the child. If it is felt that such a visit would pose a safety risk to the child or that the child will be traumatized by such a visit, then visitation should only be considered after consultation with the SCSW.

The determination of whether or not the visits should be supervised must be based on the facts of the case. If there is the potential of flight risk/abduction during the pre-detention period, visits should take place and be supervised in a secure setting, such as a DCFS office, FFA agency, etc.

Prior to the visit, advise the parent's, children (if appropriate) and the caregiver that the facts of the case should not be discussed during the visit. If the visit is to be unsupervised the visit should take place at the caregivers home.

If the child is placed in a licensed foster home the visit should take place in a neutral setting unless the foster parent waives his/her right to maintain the confidentiality of the placement. See Procedural Guide 0100-520.51, Maintaining the Confidentiality of a Child's Placement.

### **CWS/CMS Documentation**

CSW's are required to document visitation information in the Case Plan and the Contact Notebook.

### **Case Planning**

The purposes of visitation (Visitation Objectives) should be clearly linked to the Case Plan/Case Plan Update Service Objectives. The Initial Case Plan must include a schedule of planned parent(s)/guardian(s) contacts and visits with the child, as per State Regulation Section 31-340.

The Case Plan Update must include a report on visiting patterns of the parent(s)/guardian(s) with the child, including, but not limited to: Frequency of visits; Initiation of visits by parent(s)/guardian(s); Cooperation in keeping appointments and Interaction with child and/or foster parent(s). The report should also include an updated schedule of planned parent(s)/guardian(s) contacts and visits with the child, as per State Regulations Section 31-340.

The Family Visitation Planning tool will assist the CSW in organizing and tracking the visitation information that is required in the Case Plan and court reports.

### **Placement and Assessment of a Potential Caregiver's Ability to Meet a Child's Needs**

When a visitation plan has been formulated, the CSW is to clearly state expectations regarding family visits in the DCFS 709, Foster Child's Needs and Case Plan Summary and ensure that these expectations are consistent with the agency/caregiver policies.

When placing a child, the CSW is to consider the proximity of the caregiver's home to the parent's home for the purpose of facilitating visitation between parent and child when family reunification is the goal or otherwise appropriate.

The CSW is to consider the following visitation issues when assessing a potential caregiver's ability to meet a child's needs (these are quality of life issues that CSW's shall continually monitor and assess as long as the child remains in out-of-home care):

- If there is a visitation schedule for the parents, is the caregiver able and willing to ensure the child's participation?
- Is the caregiver able and willing to supervise visits appropriately?
- Is the caregiver willing to ensure grandparent visitation?
- Is the caregiver willing to maintain sibling relationships with regular visitation and contact?

If a Group Home or Foster Family Agency will not provide reasonable visitation services the CSW should consult with the SCSW or ARA. If deemed appropriate the ARA will consult with the DCFS Out-of-Home Care Division.

Please refer to the attached "Caregiver's Visitation Notes for Unsupervised Visits". The CSW has the option to request that the caregiver to complete this form for unsupervised visits. It has been designed to collect information that will be helpful to the CSW in monitoring progress and compliance with the FVP.

### **Group Homes**

The CSW and group home are required to honor the visitation rights of the child as specified by the court and/or the Case Plan.

When initially placing a child in a Group Home, the CSW is to provide copies of court orders regarding court ordered visitation to the group home.

While a child is placed in a group home, the CSW is to provide, as necessary, copies of any changes in court orders regarding court ordered visitation to the group home and; inform the group home of the visitation plan for the child's family and friends (as approved by the Case Plan and with the orders of the juvenile court).

During regular face-to-face contact with the child at the group home, the CSW is to ask the child if (s)he has been allowed to have contacts/visits with siblings, parents, other relatives or significant persons as specified in the Case Plan and/or court order.

### **Siblings (including half siblings)**

Children in foster care have the right to contact and visit brothers and sisters, unless prohibited by court order.

Unless the court makes a determination that sibling visitation should be suspended, visits between siblings who are not placed together is required and shall be incorporated into the Case Plan and documented in the court report.

Any reasons for suspension of sibling interaction shall be noted in each Status Review Hearing Report and any changes to the court's determination shall be incorporated in the Case Plan.

## **Grandparents**

The law requires a plan for visitation between a child and his/her grandparents when the child is receiving family reunification services and it is in the child's best interests.

## **Teen Parents in Foster Care with Non-Dependent Child**

When a teen parent in foster care has custody of his or her child and the child is not a dependent of the court then, visitation among the teen parent, the non-dependent child's non-custodial parent, and appropriate family members is to be ordered by the court, unless the court finds clear and convincing evidence that visitation would be detrimental to the teen parent.

## **Court Report Writing**

When writing the Jurisdictional/Dispositional Hearing Report, enter the current visitation plan. Discuss the visitation plan for the parent(s), siblings and grandparents. Address how often and where these visits will occur, who will supervise the visits (if applicable) and who will be responsible for transporting the child to the visits. If there is no visitation plan, address the reasons why. Describe any visits that have already taken place. Include dates of visits, the CSW's observation during the visits with parents, siblings and other relatives; continued appropriateness of visitation with siblings, grandparents and other relatives; compliance and efforts/cooperation. If someone else has observed these visits, include his or her name, their relationship to the parties and statement as to what (s)he has observed. Include the child's response to visitation.

When writing the Status Review Hearing Report, enter the current visitation plan. Include dates of visits; if applicable, your observation during the visits with parents, siblings and other relatives. Indicate compliance and efforts/cooperation by the parents, siblings, and other relatives with the current visitation plan. If there is no visitation, state the reasons. Include child's response to visitation. If someone else has observed these visits, include their name, their relationship to the parties and their statement as to what they have observed.

If the identified Permanency Plan is legal guardianship or a planned permanent living arrangement, pursuant to WIC 366.26(c)(4)(C), the court shall make a visitation order for the parents or guardians unless it is evident that the visitation would be detrimental to the physical or emotional well-being of the child. Therefore, discuss the appropriateness of future visitation between the child and his or her parents, siblings, and/or other family members. Information discussed in this section shall support the recommended visitation plan.

The Family Visitation Planning tool will assist the CSW in organizing and tracking the visitation information that is required in court reports and the Case Plan.

## **Supervised Visits**

DCFS policy provides instruction/information on the definition of supervised visits; levels of supervised visits; how to choose a Monitor; how to determine if supervised visits/contacts with parents, legal guardians or relatives are needed; how to determine if supervised visits/contacts with attorneys and law enforcement are needed; how to request supervised visits in a court report; how to prepare the Monitor for his/her role and; how to prepare the parent/visitor for the supervised visit. Please refer to Procedural Guide 0400-504.45, Supervised Visits.

## **SDM**

Reunification Reassessment: Visitation Plan Evaluation addressing: Visitation Frequency and Quality. Document quality and quantity of visits for the purpose of informing the Reunification Risk Assessment tools.

## **Family Visitation Plan (FVP)**

The Family Visitation Planning Tool has been designed for use as a guide in the development of the Family Visitation Plan and it is not a mandatory form. It includes space for listing the Visitation Objectives and corresponding Planned Activity; the participants, their responsibilities and scheduling. There is additional space for listing procedures to manage visitation problems, visitation in special circumstances and a safety plan. Please refer to the attached, Family Visitation Planning Tool at the end of this document, as well as, the instructions for the development of a comprehensive Family Visitation Plan on the following pages.

The Family Visitation Plan (FVP) should address the following:

1. Visitation Objectives (purpose of the visit)
  - A separate statement for each Case Plan Service Objective, describing how the visit supports that Case Plan Service Objective.
2. Planned Activity
  - A separate statement for each Visitation Objective describing a specific activity and how it supports the Visitation Objective
3. Visit Schedule
  - A statement describing how the visitation frequency corresponds to the child's age and developmental stage and is consistent with the family's permanency goal. (Refer to Appendix A, Visitation Frequency for recommendations.)



- Specifically state:
  - Date that visitation is to begin
  - Length of the visits
  - Start and end time of the visits
  - Visit location(s)
- If specific times cannot be set, the FVP should list the person responsible for arranging the visits.
- The FVP should also anticipate the need for flexibility in start and end times (such as giving the Monitor discretion to extend a visit to allow the parent to finish reading a book to the child).
- The FVP should also list the necessary resources to facilitate visitation.

#### 4. Alternative Methods of Visitation/Contact

- A statement describing 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 may include, but are not limited to:
  - Telephone calls
  - Letters
  - E-mail, Instant Messaging (IM) or Phone Texting
  - Exchange of photographs, video tapes, CD's or DVD's
  - Videophone sessions
  - Adjunct activities
- As with face-to-face visitation, the FVP shall include the times, frequency, duration and supervision level required for these alternative visits/contacts.
- In general, children have the right to private communications, however, if it is determined that these communications are detrimental to the child, they can be specifically limited in the FVP.

#### 5. 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.

#### 6. Visitation for Dependent Teen Parents and their Children

- The FVP should address issues specific to teen parents. The FVP must provide for both access and opportunity for meaningful visitation, as appropriate.

## 7. Sibling Visitation

- The FVP must provide for regular and frequent visitation between siblings, unless inappropriate. Reasons to not permit visitation or contact with a sibling must be listed.
- The FVP must include a statement regarding how sibling visitation will be facilitated.

## 8. Supervised Visits

- The FVP should include the level of supervision, if any, required during the visitation. The FVP must specifically state the reason(s) why supervised visits are required and if there is a required location. The FVP should include arrangements for the supervision, and, list the name and contact information of the Monitor. The FVP should describe the qualifications of an approved Monitor and link these qualifications to the Visitation Objectives (e.g., if the Visitation Objective is to demonstrate improved parenting, the Monitor would need to be qualified to make such an assessment. In addition, the FVP should set forth any negotiated and/or required visit conditions that have been established and include any agreed upon "do's and don'ts" (including issues around food, candy, gifts, books, toys, etc.) Refer to Procedural Guide 0400-504.45, Supervised Visits.

## 9. Visitation Problems

- The FVP must establish procedures for handling circumstances in which problems arise with the visitation and outline procedures to mitigate these effects on the child(ren) (e.g., The FVP must take into consideration the ramifications of cancelled visits). All such circumstances and appropriate consequences shall be described in the FVP.

## 10. Visiting In Specific Situations

- Use Appendix B, "Instructions for Visitation Under Special Circumstances" when documenting special structuring or disallowance of visitation between the child and certain family members under the following circumstances:  
(Refer to Procedural Guide 0080-506.16, Obtaining Services for Incarcerated/Institutionalized Parents)
  - Incarcerated Parent
  - Domestic Abuse
  - Mental Health Placement or Hospitalization
  - Chemical Treatment Program
  - Sexual Abuse
  - Permanency

## 11. Transportation

- Clearly delineates who is responsible for transporting the child to the visit location.

## 12. Safety Planning

- Includes 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.

## 13. FVP Team Participants

- The FVP must list the names and contact information of all FVP development participants.

## 14. Changes To The FVP

- The visit can be limited or terminated immediately, without consulting the court, when there is imminent danger to the life, safety, health or well-being of the child or any of the visit participants. Such action must be well documented, and a Family Centered Team meeting shall be convened as soon as possible to revise the FVP, unless DCFS is requesting a “No Contact order” from the court.
- Other than the above-described situation, changes to the FVP should be made with the Family Centered Team members. However, changes can also be initiated by the CSW without convening a Family Centered Team meeting by calling/emailing all affected parties regarding the changes and obtaining their input and consent. This process should be documented in the Case file.

## Visit Preparation

- Prepare parents for the range of reactions children may have to visits.
- 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 including summarization of observations made by visitation Monitor’s.

- 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.
- 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.
- Provide relative caregivers with referrals to kinship resource centers, as appropriate.

## **Procedures**

### **A. WHEN: DEVELOPING A FAMILY VISITATION PLAN (FVP) WITH A FAMILY CENTERED TEAM (TEAM)**

#### **CSW Responsibilities**

1. Convene the Team meeting.
2. Explain the Team meeting process to parent, caregiver, and child.
3. Clearly identify the factors that required DCFS intervention (SDM assessments).
4. Determine the need for supervised visitation, the level of supervision required, create a detailed supervision plan, and outline the roles and duties of the visit Monitor.
5. Identify, evaluate and approve visitation Monitors prior to the Team meeting, if need is anticipated.
6. Articulate relevant family's strengths to be tapped and/or utilized during the visit, and document in the FVP.
7. Collaboratively plan, with the parents, age appropriate activities for the parent(s) and child(ren) to participate in during visits.
8. Ensure that the FVP is understood by the parent(s) and implemented as designed by the Team.
9. Address barriers to the FVP's implementation.
10. Work with the Team to modify the existing FVP to conform to subsequent court orders.
11. Explain facility requirements to caregivers if the child(ren) will be visiting incarcerated or institutionalized parents (e.g. dress code, gifts, food).
12. Ensure caregivers are aware of their role in family reunification, of the parents' strengths and how visitation supports family reunification.
13. Contact affected parties in regards to scheduling conflicts and, where necessary, reconvene the Team to resolve these conflicts.
14. Provide the FVP information, 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.

**NOTE:** If a family visitation plan is being developed for a child or children remaining in the parent(s) or guardian's home with DCFS supervision (VFM) OR when the child(ren) is/are being voluntarily placed (VFR), the parent(s) or guardian(s) must agree to the visitation plan as part of the agreed to Voluntary Case Plan.

**Family Centered Team (Team) Facilitator** (TDM, Icebreaker, FGDM, Permanency Conference, etc.)

1. Remain neutral with respect to all meeting participants.
2. Model respectful interaction with the family, staff and other participants.
3. Create an inclusive meeting environment.
4. Manage the Team meeting, and facilitate the development of the FVP.
5. Support DCFS best practices and procedures.
6. Recognize and appropriately utilize all available resources.
7. Guide the Team towards generating creative solutions that address and ensure child safety.
8. Work to develop a consensus among all Team participants.
9. Focus on family strengths.

**B. WHEN: PARENT/LEGAL GUARDIAN FACE-TO-FACE VISITS WITH THE CHILD**

**CSW Responsibilities:**

1. Parent's visits prior to the detention hearing:

It is appropriate in most cases to offer parents the option of visiting their children prior to the detention hearing. The determining factor to allowing such visits must be based on the safety of the child.

- If it is felt that a pre-detention hearing visit will pose a safety risk to the child or that the child will be traumatized by such a visit or if the child does not want a visit, do not arrange a visit without consulting with the SCSW.
- If, in consultation with the SCSW, it is determined that the visits should be supervised, refer to Procedural Guide 0400-504.45, Supervised Visits for instruction.

**NOTE:** If the CSW has a reasonable belief that there is the potential of flight risk/abduction during the pre-detention period, visits should take place and be supervised in a secure setting, such as a DCFS office, FFA agency, etc.

- Prior to the visit, advise the parent(s)/legal guardian(s), child(ren) (if appropriate) and the caregiver that the facts of the case should not be discussed during the visit.
  - If the visit is to be unsupervised the visit should take place at the caregiver's home.
  - If the child is placed in a licensed foster home the visit should take place in a neutral setting unless the foster parent waives his/her right to maintain the confidentiality of the placement. See Procedural Guide 0100-520.51, Maintaining the Confidentiality of a Child's Placement.
2. For children receiving Family Reunification services with the parent(s)/legal guardian(s) listed in the Case Plan:
- As high a frequency of visits as possible are encouraged with a minimum of at least once each calendar month. Refer to the attached Appendix A, Visitation Frequency (a non-mandatory, best practice visitation frequency chart).

**NOTE:** Unless court-ordered, there shall be no unsupervised visits if the child has been removed due to a finding of severe physical abuse pursuant to Welfare and Institutions Code 300(e).

3. Children receiving Permanent Placement services may have family visitation when appropriate and included in the Case Plan. Visits with mentors and other support systems that may facilitate transitions into adulthood should be encouraged.
4. Exceptions to minimum visitation requirements are only permitted with court approval or Assistant Regional Administrator authorization on the Case Plan for non-court cases.
5. No visits are required if the whereabouts of the child or the parent(s)/legal guardian(s) are unknown and the following are completed:
- The court has been informed.
  - A Due Diligence has been filed on the parent/legal guardian whose whereabouts are unknown.
  - The CSW confirms and documents in the Contact Notebook, once every 30 days from the date of the initial discovery, that the child or parent's/legal guardian's whereabouts remain unknown.

## **C. WHEN: SIBLING FACE-TO-FACE VISITS WITH THE CHILD**

A sibling is defined as a child related to another person by blood, adoption, or affinity through a common legal or biological parent.

### **CSW Responsibilities**

1. If placement of siblings in the same home is not possible after making a diligent effort, the following must be done:
  - As part of the Case Plan, prepare a Family Visitation Plan providing for ongoing and frequent interaction among the siblings. See pages 2, 7 and 11 of this Procedural Guide.
2. If the court determines by clear and convincing evidence that sibling interaction is detrimental to the child, it will be so noted on the court order, and the following must be done:
  - Suspend interaction.
  - If it appears that suspension of sibling visitation is not in the best interests of the child(ren), follow existing procedures outlined in Procedural Guide 0300-507.05, Adverse Court Order/Decision.
  - Include an evaluation of the reasons for the suspension of interaction between the siblings in each Status Review hearing report.
  - If the court orders that interaction between the siblings can be safely resumed, revise the Family Visitation Plan in the Case Plan accordingly.
3. Document the appropriateness of visits in the Case Plan.

## **D. WHEN: GRANDPARENT FACE-TO-FACE VISITS WITH THE CHILD**

### **CSW Responsibilities**

1. Arrange visits as determined by the Case Plan or court order. See pages 2 and 8 of this Procedural Guide.

**E. WHEN: VISITS AMONG DEPENDENT TEEN PARENT WHO RETAINS CUSTODY OF HER/HIS NON-DEPENDENT CHILD, THE NON-DEPENDENT CHILD’S NON-CUSTODIAL PARENT AND APPROPRIATE FAMILY MEMBERS**

When a teen parent in foster care has custody of his or her child and the child is not a dependent of the court, then visitation among the teen parent, the non-dependent child’s non-custodial parent, and appropriate family members is to be ordered by the court, unless the court finds clear and convincing evidence that visitation would be detrimental to the teen parent.

**NOTE:** A dependent teen parent who has custody of her/his child and the child is not a dependent of the court, is the only person who has a right to make visitation decisions regarding the child.

**CSW Responsibilities**

1. Arrange visits as determined by case plan and court order. See pages 2, 8 and 10 of this Procedural Guide.

**APPROVAL LEVELS**

Section	Level	Approval
A.	N/A	None Required
B.	ARA	Family Visitation Plan Case Plan for voluntary case
C. D. E.	N/A	None Required

**OVERVIEW OF STATUTES/REGULATIONS**

**Welfare and Institutions Code (WIC) Section 300(e)**, defines “severe physical abuse”.

**WIC 308**, Sets forth mandates regarding telephone contact for children who have been detained.

**WIC 361(h)**, Requires the court to determine whether or not visitation rights will be granted to the grandparents of the child and that the court clearly specify those rights to the CSW.



**WIC 362.1(a)**, Sets forth visitation requirements for dependent children of the court when the court orders the child to be suitably placed. It provides direction to the court regarding visitation safety, frequency, placement confidentiality and sibling visitation.

**WIC 362.1(a)(1)(B)(3)**, states, in part, that when a teen parent in foster care has custody of his or her child and the child is not a dependent of the court, then visitation among the teen parent, the non-dependent child's non-custodial parent, and appropriate family members is to be ordered by the court, unless the court finds clear and convincing evidence that visitation would be detrimental to the teen parent.

**WIC 362.6**, Details legal requirements regarding requests for a hearing to determine whether visitation between a child victim and an incarcerated person should be allowed.

**WIC 366(a)(1)(D)(i)(IV)**, sets forth requirements for reporting to the court regarding sibling visitation.

**WIC 16507**, Requires a plan for visitation between a child and his/her grandparents when the child is receiving family reunification services and it is in the child's best interests.

**California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Division 31-340**, states requirement for supervised visits for parent/guardian in cases of severe physical abuse. Addresses visit frequency requirements for court and voluntary cases receiving family reunification services.

**CDSS MPP 31-345**, states requirement for grandparent visits for children receiving court ordered family reunification services.

**California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Division 31-075.3(c)(1)**, Requires documentation of sibling contact, efforts to overcome barriers of sibling contact and a schedule of planned sibling contacts and visits with the child.

## LINKS

California Code	<a href="http://www.leginfo.ca.gov/calaw.html">http://www.leginfo.ca.gov/calaw.html</a>
Division 31 Regulations	<a href="http://www.cdss.ca.gov/ord/PG309.htm">http://www.cdss.ca.gov/ord/PG309.htm</a>
Title 22 Regulations	<a href="http://www.dss.cahwnet.gov/ord/PG295.htm">http://www.dss.cahwnet.gov/ord/PG295.htm</a>

## RELATED POLICIES

[Procedural Guide 0070-548.03](#), Point of Engagement: Team Decision Making  
[Procedural Guide 0070-548.04](#), Point of Engagement: Intensive Services  
[Procedural Guide 0070-548.20](#), Taking Children Into Temporary Custody

[Procedural Guide 0080-502.10](#), Initial Case Plan  
[Procedural Guide 0080-504.20](#), Case Plan Update  
[Procedural Guide 0080-506.16](#), Obtaining Services for Incarcerated/Institutionalized Parents  
[Procedural Guide 0100-510.21](#), Voluntary Placement  
[Procedural Guide 0100-510.25](#), Emergency Placement in a Shelter Care Facility  
[Procedural Guide 0100-510.30](#), Placing Indian Children in Out-of-Home Care  
[Procedural Guide 0100-510.45](#), Out-of-Region Placements  
[Procedural Guide 0100-510.50](#), Placing Children Six Years of Age or Younger in Congregate Care  
[Procedural Guide 0100-510.61](#), Responsibilities For Placement: Foster Child's Needs and Case Plan Summary  
[Procedural Guide 0100-510.65](#), Placing Sibling Groups in Out-of-Home Care  
[Procedural Guide 0100-520.50](#), Assessment of a Potential Caregiver's Ability To Meet A Child's Needs  
[Procedural Guide 0100-520.51](#), Maintaining the Confidentiality of a Child's Placement  
[Procedural Guide 0100-570.10](#), The Care of Children Placed in Group Homes  
[Procedural Guide 0300-303.15](#), Writing the Dentition Report  
[Procedural Guide 0300-503.10](#), Writing the Jurisdictional/Dispositional Hearing Report  
[Procedural Guide 0300-503.15](#), Writing the Status Review Hearing Report  
[Procedural Guide 0300-507.05](#), Adverse Court Order/Decision  
[Procedural Guide 0400-503.10](#), Contact Requirements and Exceptions  
[Procedural Guide 0400-504.45](#), Supervised Visits

### FORM(S) REQUIRED/LOCATION

**LA Kids:** [DCFS 709](#), Foster Child's Needs and Case Plan Summary  
[DCFS 5120](#), Monitor's Instructions: Terms and Conditions for Supervised Visits  
[DCFS 5121](#), Visitor's Instructions: Terms and Conditions for Supervised Visits  
[Caregiver's Visitation Notes](#) (for unsupervised visits)  
[Family Visitation Planning Tool](#)

**CWS/CMS:** [DCFS 709](#), Foster Child's Needs and Case Plan Summary  
Initial Case Plan  
Case Plan Update  
Contact Notebook

**SDM:** **Reunification Reassessment:** Visitation Plan Evaluation addressing: Visitation Frequency and Quality.

## Visitation Frequency

Best practice research indicates that visitation frequency should correspond to the child's age and developmental stage and be consistent with the family's permanency goal. The visitation frequency in the chart below pertain to face-to-face visits and are recommended but not mandatory.

Age	Frequency/Duration of Visits
0 – 6 Months	<ul style="list-style-type: none"> <li>• Daily visits are optimal.</li> <li>• Families should visit at least three times a week for 30-60 minutes.</li> <li>• During this developmental period, the focus should be on short, frequent visits.</li> </ul>
6 – 12 Months	<ul style="list-style-type: none"> <li>• Families should visit at least three times a week for one hour.</li> <li>• 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.</li> </ul>
1 – 4 Years	<ul style="list-style-type: none"> <li>• Families should visit at least twice a week for 1 1/2 hours.</li> <li>• 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.</li> <li>• All desires from verbal children should be solicited and considered.</li> </ul>
5 – 12 years	<ul style="list-style-type: none"> <li>• Families should visit at least once a week for two or more hours.</li> <li>• Children in this developmental stage can tolerate more time between visits.</li> <li>• 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.</li> </ul>
13 – 15 Years	<ul style="list-style-type: none"> <li>• Families should visit at least once a week for two or more hours.</li> <li>• The Team must take into consideration the child's desires.</li> </ul>
15 – 18 Years	<ul style="list-style-type: none"> <li>• No recommendation regarding the specific frequency/duration of visits.</li> <li>• Child's desires should be strongly considered in creating the FVP.</li> </ul>

## Instructions for Visitation Under Special Circumstances

Circumstance	Family Centered Team Response in FVP
Incarcerated Parent	<ul style="list-style-type: none"> <li>• The Team shall carefully consider what visitation/contact is appropriate.</li> <li>• 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.</li> <li>• If face-to-face visits are not feasible or are otherwise inappropriate, the Team shall consider phone calls and/or other communicative means.</li> <li>• 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.</li> <li>• The CSW must explain to the child what he or she should expect during the visit to the facility.</li> <li>• At all times, the Team shall examine the child's feelings in visiting the parent in jail or prison.</li> <li>• The CSW and caregiver shall prepare the child to comply with facility regulations.</li> </ul>
Chemical Treatment Program	<ul style="list-style-type: none"> <li>• The Team shall assess the child's feelings about visiting the parent in such an institution.</li> <li>• 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.</li> </ul>
Mental Health Placement or Hospitalization	<ul style="list-style-type: none"> <li>• 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.</li> <li>• Where visitation is appropriate, the CSW shall investigate the facility's visitation policies in order to assist the Team in structuring the FVP.</li> </ul>
Domestic Abuse	<ul style="list-style-type: none"> <li>• 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.</li> <li>• Safety should be the Team's paramount concern in regard to the child and the domestic violence victim, especially upon initial contact.</li> <li>• Confidentiality regarding residences and contact information should be maintained where a danger is posed by a parent.</li> <li>• 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.</li> <li>• The Team can arrange for different visiting schedules for both parents and safe drop-off/pick-up locations.</li> <li>• A safety plan should be in place should a batterer who is excluded from family visits unexpectedly appears at visitation.</li> </ul>

# Family Visitation Planning Tool

## Los Angeles County Department of Children and Family Services

The Family Visitation Planning Tool has been designed for use as a guide in the development of the Family Visitation Plan and it is not a mandatory form. Ideally, this tool should be utilized in a family centered team context (TDM, Icebreaker, FGDM, Permanency Conference, etc.), to assist the participants in working out the details of a purpose driven Family Visitation Plan (please refer to page 2 of this Procedural Guide) for an explanation of purposeful visitation as the most critical factor in ensuring and supporting safe and timely reunification for children and their birth families.

### **DO NOT ATTACH THIS TOOL TO CASE PLANS OR COURT REPORTS.**

The Family Visitation Plan that is developed using this tool is to be documented in the Case Plan and the Court Report. Please refer to the instructions on pages 9 through 12 of this Procedural Guide for development and documentation of a comprehensive Family Visitation Plan.

Visitation Objective	Planned Activity	“Who”	“Will do What, Where and How”	Time Frames
Each Visitation Objective is to support at least one Service Objective of the Case Plan. Use one box for each Visitation Objective	Provide a specific and detailed description of the Planned Activity	List all participants, including transportation providers, monitors, etc. and their contact information.	List what each participant is responsible for and where and how the Planned Activity will take place.	List details of visit schedule for each participant.
<b>Example:</b> <i>Mother will demonstrate active support of her child's education.</i>	<b>Example:</b> <i>Mother and child will have daily, 1 hr., supervised after-school-visit during which the mother will assist her child with homework completion.</i>	<b>Example:</b> <i>Mother: Betsy Palm 213-561-0000 Child: Terry Palm 213-590-7569 Monitor: Yvonne Singer 562-889-7845 Caregiver: Judith Harris 213-590-7569</i>	<b>Example:</b> <i>Mother: Will visit in child's placement and help her child with homework.  Child: Will bring homework from school and complete with mother.  Monitor: Will ensure child safety and will coach mother as needed.  Caregiver: Will provide an environment that supports homework completion.</i>	<b>Example:</b> <i>Mother: Will arrive by 3:30 pm and leave no earlier than 4:30 pm Mon. through Fri.  Child: Will arrive by 3:30 pm and visit with mother until 4:30 pm Mon. through Fri.  Monitor: Will arrive by 3:25 pm and leave after mother has left Mon. through Fri.  Caregiver: Will be available to receive visit participants by 3:20 pm and ensure that mother and Monitor have left by 4:35 pm.</i>

# Family Visitation Planning Tool

Los Angeles County Department of Children and Family Services

Case Name:	
CSW's Name:	
CSW's Phone:	

Child(ren) Name(s):		
		Date

Visitation Objective	Planned Activity	"Who"	"Will do What, Where and How"	Time Frames
1.				
2.				
3.				
4.				
5.				

# Family Visitation Planning Tool

Los Angeles County Department of Children and Family Services

Visitation Objective	Planned Activity	"Who"	"Will do What, Where and How"	Time Frames
6.				

**VISITATION PROBLEMS:** Describe procedure(s) for handling circumstances (including appropriate consequences) in which problems arise with the visitation. Include outlining of procedures to mitigate the effects on children, such as cancelled visits:

--

**VISITING IN SPECIFIC SITUATIONS:** Describe special structuring or disallowance of visitation between the child and certain family members per Appendix B, Special Circumstances Visitation Guidelines (Incarcerated Parent, Domestic Violence, Sexual Abuse, Mental Health Placement or Hospitalization, Chemical Treatment Program, Permanency):

--

**SAFETY PLAN:** Describe an action plan in the event that an emergency arises. Include the responsible party to be contacted and what further steps should be taken by all relevant parties:

--

## CAREGIVER'S VISITATION NOTES

### For Unsupervised Visits

Child's Name:

Visitors Name(s) and Relationship to Child:

Scheduled Visit Date and Time:

From:

A
M
P
M

To:

A
M
P
M

Visitor's Actual Arrival Time:

Actual Return Time:

Did the visitor come to the scheduled visit?

Yes  
 No

Was the visitor on time for the visit?

Yes     Early  
 No       Late

By how much?:

Did the visitor give 24 hour notice for cancellation or rescheduling of the visit?

Yes  
 No

Explanation given:

Was the visitor appropriate with you?

Yes  
 No

Explain:

Was visitor appropriate with the child?

Yes  
 No

Explain:

Did the visitor follow the agreed to visitation plan?

Yes  
 No

If no explain:

Did the visitor return at the agreed upon time?

Yes  
 No

If no, what was the explanation given?:

If you dropped off and picked up the child:  
Did you drop off and pick up the child on time?

Yes  
 No

If not, explain:

What were the visitor's comments on the quality of the visit if any?:

What were the child's comments on the quality of the visit if any?:

Your name (please print): \_\_\_\_\_ Your signature: \_\_\_\_\_



## 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 BB.

### 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 BB;
  - (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 BB.
- 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)<sup>1</sup>**

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 [ ]<sup>2</sup>

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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<sup>1</sup> 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.

<sup>2</sup> FFH (foster family home); SFH (small family home); FFA (foster family agency); GH (group home).

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:

# CTF TREATMENT PROGRAM



**Los Angeles County Shared Foundations of Practice**  
***Departments of Children and Family Service, Mental Health and Probation***

**Shared Core Practice Model: Framework and Vision**

The Departments of Children and Family Services, Mental Health and Probation developed a shared model of practice to better integrate services and supports for children, youth, families and communities. Our purpose is to provide responsive, efficient, and high-quality services that promote safety, permanence, well-being and self-sufficiency. Our approach and commitment are grounded in the crucial elements of community partnership, teamwork, cultural competence, respect, accountability, continuous quality improvement and best practice.

**Our Values and Guiding Principles**

**Value: Child Protection & Safety**

**Guiding Principle:** All children and youth have the right to live in a safe environment, free from abuse, and neglect. We work to achieve this without an over-reliance on out-of-home care and while ensuring the safety of children and youth temporarily residing in these settings.

**Value: Permanence: Lifelong, Loving, Families**

**Guiding Principle:** Children and youth need and are entitled to a safe, nurturing and permanent family environment ideally in their own home. When temporary out-of-home placement is necessary, it is time-limited, child needs-specific, the least restrictive, most family-like environment, with appropriate cultural and community supports, and focused on permanence and/or rehabilitation.

**Value: Strengthening Child & Family Well-Being and Self Sufficiency**

**Guiding Principle:** Identifying the unique strengths of children, youth and families allows services and supports to be individualized and tailored. All interactions and interventions with children, youth and families must be responsive to the trauma and loss they may have experienced.

**Value: Child Focused Practice**

**Guiding Principle:** Integrated assessments that focus on the child's individualized, underlying needs and strengths, provide the best guide to effective intervention and lasting change.

**Value: Family-Centered Practice**

**Guiding Principle:** All families have unique strengths. They deserve a voice and choice in decisions about how to best meet their children's needs. This approach helps us develop and implement strategies that create long-lasting change and promotes self-sufficiency.

**Value: Community-Based Partnerships**

**Guiding Principle:** Services and interventions for children, youth and family are delivered collaboratively by agencies, providers, community and informal supports (extended family, faith-based organizations, cultural and community groups and others) in order to meet each family's needs.

**Value: Cultural Competency**

**Guiding Principle:** We maintain an attitude of cultural humility; recognizing that the cultural, ethnic and spiritual roots of the child, youth and family are a valuable part of their identity. We actively seek to reduce racial disproportionality and to eliminate disparities within the many systems that touch the lives of the families we serve. Our service delivery approach seeks to honor and respect the beliefs and values of all families.

**Value: Promising Practice and Continuous Learning**

**Guiding Principle:** We commit to developing an environment of continuous listening and learning and to ensuring that policy and practice decisions are based on reliable data as well as evidence, research and feedback.

**The Practice Wheel: Our Shared Core Practice Model in Action** - Our values and guiding principles are applied through a set of practice activities, best depicted by the Practice Wheel.



**Engaging** is the practice of creating trustful working relationships with the child and their family by increasing their participation, validating their unique cultural perspective, and hearing their voice and choice. This foundation facilitates early and on-going discovery of all parents, siblings, extended family, tribal, cultural and community connections that can help and leads to honest, supportive, inquiry and planning to address concerns and needs in the areas of safety, permanence well-being and self-sufficiency. The central focus is ensuring the child and family are active participants in identifying the child's needs and in finding solutions to their issues and concerns with child safety, juvenile delinquency, educational achievement, permanence, well-being and self-sufficiency.

**Operational Principles:**

- Children and families are more likely to enter into a helping relationship when individuals involved have developed trusting relationships.
- The quality of these relationships is the most important foundation for engaging the child and family in a process of change.
- Children and families are more likely to pursue and sustain a plan or course of action that they have voice and choice in designing.

**Teaming** is the practice of building and strengthening the child and family's support system, whose members meet, communicate, plan together, and coordinate their efforts in a unified fashion to address critical issues/needs. Effective teaming continues the process of engaging the family and generating support for family members and older children to discuss and build on strengths and address needs.

**Operational Principles:**

- Decisions about interventions are more effective when made by the family team.
- Coordination of the activities of everyone involved is essential and is most effective and efficient when it occurs in regular face-to-face meetings of the family team.
- Children and youth are most successful in achieving independence when they have established relationships with caring adults who will support them over time.

**Assessing** is the practice of collaborating with a family's team to obtain information about the significant events impacting children and families and the underlying needs that are bringing about their situation. It is an ongoing process that includes the identification of underlying needs (including child and family trauma needs), and helps determine the availability and capability of resources needed to make progress.

**Operational Principles:**

- When children and families see that their strengths are recognized, respected, and affirmed, they are more likely to rely on them as a foundation for change.
- Assessments that focus on underlying needs provide the best guide for intervention.
- Youth and family must be included in planning and, as much as possible, should make choices about services and interventions.
- Planning for safety, stability, and permanency should fully include educational plans and services for children and youth.

**Planning** is the practice and process of tailoring plans to build on strengths and protective capacities in order to meet individual needs with each child and family. **Intervening** is the implementation of planned activities and practices that decrease risk, provide for safety, heal trauma, enhance normative behaviors, and promote permanence, well-being and self-sufficiency. Plans evolve and must be flexible to respond to a family's emerging issues and needs.

**Operational Principles:**

- Children do best when they live safely with their family or kin or, if neither is possible, with a foster family. Siblings should be placed together.
- Group or residential care should never be long-term and should lead to permanence and/or community reentry.
- Children receive care when they need it, not when they qualify for it.
- A menu of seamless (non-categorical) services and resources should be provided and the family's informal helping system is central to supporting sustaining progress.
- Safe reunification occurs more rapidly and permanently when visiting between parents and children takes place in the most normalized environment possible.

**Tracking, adapting and transitioning** is the practice of evaluating the effectiveness of the plan, assessing circumstances and resources, reworking the plan, celebrating successes, adapting to challenges and organizing after-care supports with children and families.

**Operational Principles:**

- Services should be flexible enough to adapt to the unique strengths and needs of each child and family and should be delivered where the child and family reside.
- Successful transition from formal agency involvement occurs when services and supports are in place to ensure long-term stability (including post permanency supports for children and families).
- Meeting the needs of children and youth to promote emotional well-being and self-sufficiency requires collaboration and shared accountability especially to ensure youth and families are supported no matter their point of entry - be it child welfare, juvenile delinquency or the mental health system.



JERRY POWERS  
Chief Probation Officer

# Exhibit GG

## CONFIDENTIALITY OF CRIMINAL OFFENDER RECORD INFORMATION (CORI)



CORI is that information which is recorded as the result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of \_\_\_\_\_ during the legitimate course of your duties, you will have access to CORI through the processing of data, or the processing of court reports. The Probation Department has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect all documents, the information contained therein and all other data and information, against disclosure to all individuals who do not have a right-to-know or a need-to-know this information.

The use of any information, obtained from court reports or other related sources of CORI, to make contacts with probationers or their relatives, or to make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by the Probation Department is considered a breach of confidentiality, inappropriate and unauthorized.

Any \_\_\_\_\_ employee engaging in such activities is in violation of the Probation Department's confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.

I have read and understand the Probation Department's policy concerning the confidentiality of CORI records.

Signature: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Classification: \_\_\_\_\_

Date: \_\_\_\_\_

Driver's License No: \_\_\_\_\_ State: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**COMMUNITY TREATMENT FACILITY SERVICES**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**



**AND**

**Vista Del Mar Child and Family Services**

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

Department of Mental Health  
550 S. Vermont Avenue  
Los Angeles, California 90020

Probation Department  
9150 E. Imperial Highway  
Downey, California 90242

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January 2014

78081

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

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Exhibit A-IV	Personal Rights – Children’s Residential Facilities
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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 16010
Exhibit I	CWS Handbook Procedural Guide 0060-530
Exhibit J	Statement of Dangerous Behaviors
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Exhibit CC	Discharge Summary: Community Treatment Facility Services
Exhibit DD	Contractor's Administration
Exhibit EE	CTF Treatment Program
Exhibit FF	Shared Core Practice Model
Exhibit GG	Confidentiality of CORI Information
Exhibit HH	Client Coordinated Service Plan

**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES,  
DEPARTMENT OF MENTAL HEALTH, AND PROBATION DEPARTMENT**

Community Treatment Facility Services (hereinafter referred to as "Contract").

This Contract is made and entered into this 1st day of January, 2014, by and between

County of Los Angeles  
hereinafter referred to as "COUNTY"

and

Vista Del Mar Child and Family Services  
hereinafter referred to as "CONTRACTOR."

**RECITALS**

WHEREAS, the COUNTY has determined that it is legal, feasible, and cost-effective to contract for Community Treatment Facility 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, pursuant to Government Code Sections 26227, 31000 and 53703, COUNTY is permitted to contract for services; and

WHEREAS, this contract shall provide services 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;

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:

78081

## **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 agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II: Standard Terms and Conditions, Section 7.0 -Changes and Amendments, and signed by both parties.
- 1.2 Exhibits A through 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 or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, Exhibits A through HH
- 1.5 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  |
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Exhibit DD	Contractor's Administration
Exhibit EE	CTF Treatment Program
Exhibit FF	Shared Core Practice Model
Exhibit GG	Confidentiality of CORI Information
Exhibit HH	Client Coordinated Service Plan

## 2.0 DEFINITIONS

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

- 2.1 "Aid to Families with Dependent Children-Foster Care (AFDC-FC)" shall be defined as cash and Medi-Cal benefits for children/youth placed into foster care by the County of Los Angeles, who meet the eligibility requirements specified in applicable State and federal regulations and laws. Monies are paid using Title IV-E foster care funds: AFDC-FC is administered by DCFS.
- 2.2 "California Department of Health Care Services (DHCS)" shall be defined as the state department that certifies facilities as community treatment facilities and issues a certificate of compliance.
- 2.3 "California Department of Social Services (CDSS)" shall be defined as the state department that authorizes licensing of out-of-home care facilities through its Community Care Licensing Division (CCLD).
- 2.4 "Community Care Licensing Division (CCLD)" shall be defined as the division of CDSS that licenses a facility as a community treatment facility once DHCS has issued a certificate of compliance.
- 2.5 "Caregiver" shall be defined as any individual legally authorized to be responsible for the care and supervision of a Placed Child/Youth, including CTF staff members and manager.
- 2.6 "Case plan" shall be defined as the time-sensitive document crafted by the Placed Child/Youth's Team in collaboration with DCFS or Probation case managers that identifies the Placed Child/Youth's underlying needs, outlines actions and services consistent with all orders of the Juvenile Court designed to remedy the risks to the Placed Child/Youth and assists the Placed Child/Youth and family in successfully reaching reunification or other permanency and self-sufficiency goals.
- 2.7 "Child & Family Team" shall be defined as individuals responsible for the care, supervision, assessment, treatment and/or other service provision for the Placed Child/Youth as well as other relevant family, school or community members who are informal resources for the Placed Child/Youth collaborate to identifying strengths, unmet needs as well as to plan the interventions that may address these needs. The members include but are not limited to the COUNTY representatives, County Workers and supervisors, Placed Child/Youth age 10 or older if appropriate, parents and legal guardians, conservators, or caregivers and any other individuals including siblings, if appropriate.

- 2.8 “Child/Youth” shall be defined as a person under 18 years of age, who is seriously emotionally disturbed as defined in Section 5600.3 of the Welfare and Institutions Code, including those individuals 18 through 21 years of age as specified in Section 1924(b) of the California Code of Regulations, Title 9, Chapter 11.
- 2.9 “Child Health and Disability Prevention (CHDP)” is a state program that authorizes medical and dental professionals to conduct complete health assessments for the early detection and prevention of disease and disabilities in children and youth. The assessment includes (1) health history, (2) full physical exam, (3) developmental, nutritional and dental assessments, (4) vision and hearing tests, (5) laboratory tests for anemia, tuberculosis, and lead poisoning or other identified or suspected problems, and (6) immunizations at specified intervals and/or as needed. [Details available at: [http://publichealth.lacounty.gov/cms/provider\\_finder.htm](http://publichealth.lacounty.gov/cms/provider_finder.htm)].
- 2.10 “Community Treatment Facility (CTF)” shall be defined as a facility certified by the California Department of Health Care Services (DHCS) and licensed by the California Department of Social Services (CDSS) Community Care\_Licensing Division (CCLD) It is the only residential group setting available outside the psychiatric hospital for seriously emotionally disturbed children/youth as defined in Welfare and Institutions Code 5600.3 As a facility that has the capacity to provide secure and locked containment, a CTF provides the safest, most-structured setting with the highest staff-to-child ratios for children/youth with the most severe psychiatric and behavioral problems.
- 2.11 “Conservator” shall be defined as a person appointed pursuant to Section 5350 of the Welfare and Institutions Code. In the event the Child/Youth has a conservator and a parent(s), the conservator shall take precedence.
- 2.12 “CTF Administrator” shall be defined as the individual whose duties are to oversee and manage all personnel, financial, operational and programmatic aspects of the facility as specified in Title 22, Division 6, Sections 84064 of Chapter 5, and Section 84164 of Subchapter 1.
- 2.13 “County Worker” shall be defined as a an employee of the County of Los Angeles representing the Department of Children or Family Services as a Children Services Worker (CSW); the Department of Mental Health Case Manager; or the Probation Department as a Deputy Probation Officer (DPO).
- 2.14 “COUNTY Program Manager (CPM)” shall be defined as the COUNTY representative responsible for administering the programmatic services of this Contract, the daily management of this CONTRACTOR’S operation, and for the oversight of monitoring Contract activities to ensure that CONTRACTOR complies with all requirements of the Contract.
- 2.15 “Court-Appointed Special Advocate (CASA)” shall be defined as the court-appointed person who advocates for the Placed Child/Youth’s needs and best interests and provides the court with written recommendations.

- 2.16 “Corrective Action Plan (CAP)” shall be defined as the document that serves as CONTRACTOR’S commitment to remedy deficiencies in its CONTRACTED service delivery response to findings uncovered by the COUNTY.
- 2.17 “Early Periodic Screening, Diagnosis and Treatment (EPSDT)” shall be defined as Medicaid’s comprehensive and preventive child health program for individuals under age 21. The EPSDT program consists of mutually supportive, operational components: (1) assuring the availability and accessibility of required health care resources; and (2) helping Medicaid recipients and their parents or guardians effectively use these resources.
- 2.18 “Family Visitation Guidelines” shall be defined as the document issued by the Juvenile Court Visitation Committee of the Los Angeles Superior Court that sets down specific instructions for the development and implementation of a Family Visitation Plan for each Placed Child/Youth. [Exhibit AA]
- 2.19 “Family Visitation Plan (FVP)” shall be defined as the visitation plan for the Placed Child/Youth’s family and friends that aligns with the orders of the Juvenile Court, the approved Case Plan, and the Family Visitation Guidelines. The FVP should best be developed by a TEAM.
- 2.20 “Health and Education Passport (HEP)” shall be defined as the document containing a summary of a Placed Child/Youth’s health and education information: an organized file for DCFS— for Probation. The caregiver keeps a current copy of the Passport, along with the health and education forms in a file. This file shall follow the child/youth to all placements. The Passport shall accompany the child/youth to all medical, dental and educational appointments. The Passport file in its entirety is given to the Placed Child/Youth upon reaching self-sufficiency and emancipation. The DCFS HEP consists of four – sections: (1) – placement documents; (2) – medical, dental and immunization documents; (3) educational documents; and (4) enhancement and other documents such as photos, awards, honors, and Life Book items filed in the back.
- 2.21 “Individualize Education Plan (IEP)” shall be defined as the written document that is developed by a team that includes the professionals involved in the child/youth’s education and the child/youth’s parents. The IEP must contain present levels of educational performance; annual goals including benchmarks or short-term objective; a listing of the special education and related services that are required to meet the child/youth’s needs including the dates, frequency, location and duration of services. The IEP must be reviewed at least annually.
- 2.22 “Individuals with Exceptional Needs” shall be defined as youth ages 18 to 22 who meet the definition in Section 1924(b) of Chapter 12, Title 9, California Code of Regulations.
- 2.23 “Interagency Placement Screening Committee (IPSC)” per Welfare and Institutions Code 4096(c) shall be defined as the mechanism through which children/youth are reviewed and approved for placement into the CTF or psychiatric hospitalization. The Committee must have at least one representative from LA County Department of Mental Health as well as

representatives from the Department of Children and Family Services and Probation as well as other relevant representatives.

- 2.24 “Licensed Mental Health Professional Staff” shall be defined as a psychiatrist, clinical psychologist, licensed marriage and family therapist, licensed clinical social worker or licensed registered nurse with a masters or doctorate degree in psychiatric nursing.
- 2.25 “Licensed Nursing Staff” shall be defined as a licensed registered nurse, a licensed vocational nurse, or a licensed psychiatric technician.
- 2.26 “Mental Health Program Director” shall be defined as a licensed mental health professional who has been designated by a CTF’s certificate holder to oversee and implement the overall mental health treatment program.
- 2.27 “Multi-Disciplinary Team (MDT)” shall be defined as an inter-agency team made up of staffs from Probation, DCFS WIC241.1 Unit, DMH, and educational advocates that oversees all joint assessments, court reports, service linkages and case monitoring for all youths who are found to be dependents of both Dependency and Delinquency Courts and are under dual supervision of DCFS and Probation.
- 2.28 “Needs and Services Plan (NSP)” shall be defined as a comprehensive individualized, time-limited, goal-oriented plan developed by CONTRACTOR identifying the specific needs of an individual Placed Child/Youth including but not limited to those items specified in California Code of Regulations, Title 22, Division 6, Chapter 5, Section 84068.2, which delineates the Services necessary to meet the child/youth’s identified needs and achieve the desired outcomes for that child/youth. The initial NSP shall be completed within 15 days of admission and reviewed at a minimum of 30 days and followed with Quarterly Reports.
- 2.29 “Non-Secure Portion of the Facility” shall be defined as that part of a CTF which has entrances and exits, including windows, which are not controlled with locking mechanisms allowing egress or ingress from the premises to the children housed in this portion of the facility.
- 2.30 “Out-of-Home Care Management Division (OHCMD)” shall be defined as the overseeing section of DCFS responsible for the monitoring of group home and CTF programs and contract compliance.
- 2.31 “Overpayments” - means those payments defined by MPP 43-304.1.11 "any amount of aid paid which a foster care provider received on behalf of a child to which the provider was not entitled or an expenditure made by a Group Home provider not in conformity with Section 11-404." Amounts a provider are not entitled to also includes amounts paid where the provider did not care for the child for the period of time the child was no longer in the home and may include a temporary absence. AFDC-FC Overpayments are governed by MPP 11-425, 22-001, 22-003, 22-009 and 45-302 through 45-306 and 11-404 inclusive.”



- 2.32 “Permanency” shall be defined as a stable and unchanging living situation. Permanency is the goal for all children/youth. The most desired outcome in permanency, if reunification is not appropriate, is adoption.
- 2.33 “Permanency Team” shall be defined as a team organized by the Probation Department and is responsible for overseeing the long term plans for all Placed Children/Youth under the jurisdiction of Delinquency Court.
- 2.34 “Placed Child/Youth” or “Children/Youth” shall be defined as any child/youth or children/youth placed by COUNTY receiving services from CONTRACTOR pursuant to this Contract.
- 2.35 “Placement Administration Services (PAS) Unit” shall be defined as the overseeing section of the Probation Department responsible for the monitoring the placement of Probation foster youth and for all fiscal matters related to the placement.
- 2.36 “Placement Permanency & Quality Assurance/Group Home Monitoring Investigations (PPQA/GHM) Unit” shall be defined as the overseeing section of the Probation Department responsible for monitoring of group home and CTF programs and contract compliance.
- 2.37 “Professional Treatment Team” shall be defined as an on-site interagency team led by the mental health professionals to ensure that a comprehensive individualized NSP and Quarterly Reports are developed to: (1) meet the needs of the Placed Child/Youth, (2) outline the role of all persons having contact with the Placed Child/Youth in following the plan, (3) track and review progress, and (4) adjust every 30 days to assist in readying the Placed Child/Youth for transitioning to a less restrictive placement or permanent plan. The Professional Treatment Team will base its plans and interventions on the plans made with the DCFS Child and Family Team or the Probation MDT.
- 2.38 “Quality Improvement (QI)” shall be defined as a method of continuous quality assurance and improvement that takes the results of periodic reviews and monitoring and immediately modifies operational the processes and procedures to prevent re-occurrences of similar problems.
- 2.39 “Restraint” shall be defined as any intervention that restricts a person’s freedom of movement, including seclusion, physical activity or access to his/her body that is not part of a consented medical diagnosis or treatment.
- 2.40 “Reunification” shall be defined as a time-limited foster care services to prevent or remedy abuse, neglect or exploitation when a child/youth cannot safely remain at home and needs temporary foster care while services are provided to reunite the family. Reunification services shall not exceed 12 months except for an additional period of up to six months by order of the court. Exceptions include Welfare and Institutions Code Sections 361.5 (b) and 361.5 (e), which provide for non-reunification.
- 2.41 “Seclusion” shall be defined as an intervention where a child/youth’s has his or her movement, activities and contact with others limited by a staff member who

places the child/youth in a designated room or part of the facility where the child/youth is prevented from physically leaving for a period of time.

- 2.42 “Secure Portion of the Facility” shall be defined as that part of a CTF which has entrances and exits, including windows, which are controlled with locking mechanisms that are inaccessible to the children/youth. Any additional outside spaces and recreational areas that are attached to the facility must similarly be enclosed to preclude egress or ingress from the premises.
- 2.43 “Self-Sufficiency” shall be defined as being able to meet one’s basic needs for food, shelter, income and overall functioning. It is complimentary to the goal of permanency in that people function better when surrounded by loving and caring adults. It includes a set of skills and community resources that are needed for a youth to emancipate successfully and function outside of the foster care system. A listing of the minimum skills and resources are included in the Temporary Independent Living Plan (TILP).
- 2.44 “Service Delivery Site”: facilities certified as CTF by California Department of Health Services and licensed by the California Department of Social Services.
- 2.45 “Seriously Emotionally Disturbed Child or Adolescent” shall be defined pursuant to Welfare and Institutions Code Section 5600.3(a)(2) 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 primary substance use disorder or developmental disorder, which results in behavior inappropriate to the child/youth’s age according to expected developmental norms.”
- 2.46 “Serious Incident Report (SIR)” shall be defined as the required documentation of reportable incidents including but not limited to: (1) death or injury of a child/youth; (2) report of maltreatment by the caregiver to DCFS or law enforcement; (3) hospitalization of a child/youth; (4) violation of any licensing regulation by the service provider; or (5) a delinquent act by the child/youth including by not limited to running away or committing violent acts against persons or property.
- 2.47 “Service” or “Services” shall be defined as the CONTRACTOR’S obligations under this Contract to perform the services specified therein.
- 2.48 “Social Worker” shall be defined as a person with a graduate degree from an accredited school of social work or an alternative related degree approved by written waiver from the licensing agency (CCLD).
- 2.49 “Special Incident Reporting Via the i-Track System” shall be defined as the reporting requirements in Title 22, Division 6, Chapter 1, Section 80061 and Chapter 5, Section 84061, through which CONTRACTOR must notify DCFS of incidents via the i-Track web-based system at the following link: <https://itrack.dcfslacounty.gov> (Exhibit A-VIII).
- 2.50 “Specified Persons” shall be defined as individuals identified to participate in clinical and quality reviews required within 24 hours of any seclusion or

behavioral restraint intervention. They include (1) the person secluded or restrained and if requested by this person the person's family member, domestic partner, significant other or authorized representative; (2) the staff members involved in the intervention; and (3) a supervisor, if reasonably available.

- 2.51 "State" - means the government of California.
- 2.52 "State Manual of Policies and Procedures" - means the regulations found in the Manual of policies and procedures issued by the State of California Health and Human Services Agency, Department of Social Services (CDSS).
- 2.53 "Team" shall be defined as a "Child & Family Team" (CFT) in DCFS and as either a "Multi-Disciplinary Team" (MDT) or "Permanency Team" in Probation.
- 2.54 "Transitional Independent Living Plan (TILP)" shall be defined as a planning tool to assist youth in becoming self-sufficient. The TILP is used to link the youth to services and/or providing emancipation related activities for transitional age youth (TAY). The focus is for youths 16 years or older.
- 2.55 "Well-Being" shall be defined as optimal emotional, physical, social and psychological, and educational condition of the Placed Child/Youth
- 2.56 "Youth Development Services (YDS)" shall be defined as is a specialized division of DCFS that provides services for youths 14 years and older.

### **3.0 TERM**

- 3.1 The term of this Contract shall commence on January 1, 2014, or the date of execution by the Director of DCFS, Director of DMH, and Chief Probation Officer, whichever is later, and shall expire on December 31, 2014, or one year from the date of execution by the Director of DCFS, whichever is later, unless terminated earlier or extended, in whole or in part, as provided in this Contract.
- 3.2 COUNTY shall have the sole option to extend the Contract term for up to four additional one-year periods, for a maximum total Contract term of five years. Each such option and extension shall be exercised at the sole discretion of the Director of DCFS, Director of DMH and the Chief Probation Officer by written notice to the CONTRACTOR, provided that approval of County's Chief Executive Office (CEO) is obtained prior to any such extension.
- 3.3 COUNTY will issue a written start work notice to CONTRACTOR indicating when services under this Contract can begin. CONTRACTOR shall not begin any services under this Contract without such written start work notice from the COUNTY. COUNTY has the right to issue a written stop work order whenever the COUNTY deems that it is in its best interest to do so, and CONTRACTOR shall stop work immediately upon receipt of such written stop work notice.
- 3.4 CONTRACTOR shall notify COUNTY when this Contract is within six (6) months from the expiration of the term. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY Program Manager.

- 3.5 The term of this Contract may also be extended by the Director of DCFS by written notice to the CONTRACTOR 60 days prior to the expiration of the contract term, after CEO approval, for a period not to exceed six months beyond December 31, 2018, if such additional time is necessary to complete the negotiation or solicitation of a new Contract.

#### 4.0 PAYMENT RATE

- 4.1 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-I) and in accordance with the payment, invoice, and review provisions set forth further described in Part I, Section 6.0, Invoices and Payments.
- 4.2 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 8.1.14 for CTF cost not reimbursed from other funding sources. CONTRACTOR will work with COUNTY to maximize revenue from non-COUNTY sources.
- 4.3 CONTRACTOR agrees:
- 4.3.1 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.
- 4.3.2 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.
- 4.3.3 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.

4.3.4 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 C-III). 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 7.0, Changes and Amendments, hereof, CONTRACTOR shall prepare and submit an amended Budget.

4.4 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.

## **5.0 INSURANCE REQUIREMENTS**

### **5.1 General Insurance Requirements**

5.1.1 Without limiting CONTRACTOR's indemnification of the COUNTY, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, CONTRACTOR shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Part I: Unique Terms and Conditions, Section 5.0 - Insurance Requirements, Sub-sections 5.1 and 5.2 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon CONTRACTOR pursuant to this Contract. The COUNTY in no way warrants that the Required Insurance is sufficient to protect the CONTRACTOR for liabilities which may arise from or relate to this Contract.

5.1.2 Evidence of Coverage and Notice to COUNTY: A certificate(s) of insurance coverage (Certificate) satisfactory to COUNTY, and a copy of an Additional Insured endorsement confirming COUNTY and its Agents (defined below) has been given Insured status under the CONTRACTOR's General Liability policy, shall be delivered to COUNTY at the address shown below and provided prior to commencing services under this Contract.

5.1.3 Renewal Certificates shall be provided to COUNTY prior to CONTRACTOR's policy expiration dates. The COUNTY reserves the right to obtain complete, certified copies of any required CONTRACTOR and/or Sub-Contractor insurance policies at any time.

- 5.1.4 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the CONTRACTOR identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any COUNTY required endorsement forms.
- 5.1.5 Neither the COUNTY's failure to obtain, nor the COUNTY's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the CONTRACTOR, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of required additional endorsements shall be sent to:

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

- 5.1.6 CONTRACTOR also shall promptly report to COUNTY any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to CONTRACTOR. CONTRACTOR also shall promptly notify COUNTY of any third party claim or suit filed against CONTRACTOR or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.
- 5.1.7 Additional Insured Status and Scope of Coverage: The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under CONTRACTOR's General Liability policy with respect to liability arising out of CONTRACTOR's ongoing and completed operations performed on behalf of the COUNTY. COUNTY and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the CONTRACTOR's acts or omissions, whether such liability is attributable to the CONTRACTOR or to the COUNTY. The full policy limits and scope of protection also shall apply to the COUNTY and its Agents as an additional insured, even if they exceed the COUNTY's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is

acceptable providing it satisfies the Required Insurance provisions herein.

- 5.1.8 Cancellation of or changes in Insurance: CONTRACTOR shall provide COUNTY with, or CONTRACTOR'S insurance policies shall contain a provision that COUNTY shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to COUNTY at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the COUNTY, upon which the COUNTY may suspend or terminate this Contract.
- 5.1.9 Failure to Maintain Insurance: CONTRACTOR's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which COUNTY immediately may withhold payments due to CONTRACTOR, and/or suspend or terminate this Contract. COUNTY, at its sole discretion, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, the COUNTY may purchase the Required Insurance, and without further notice to CONTRACTOR, deduct the premium cost from sums due to CONTRACTOR or pursue CONTRACTOR reimbursement.
- 5.1.10 Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the COUNTY with A.M. Best ratings of not less than A: VII unless otherwise approved by COUNTY.
- 5.1.11 CONTRACTOR's Insurance Shall Be Primary: CONTRACTOR's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to CONTRACTOR. Any COUNTY maintained insurance or self-insurance coverage shall be in excess of and not contribute to any CONTRACTOR coverage.
- 5.1.12 Waivers of Subrogation: To the fullest extent permitted by law, the CONTRACTOR hereby waives its rights and its insurer(s)' rights of recovery against COUNTY under all the Required Insurance for any loss arising from or relating to this Contract. The CONTRACTOR shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
- 5.1.13 Sub-Contractor Insurance Coverage Requirements: CONTRACTOR shall include all Sub-Contractors as insureds under CONTRACTOR's own policies, or shall provide COUNTY with each Sub-Contractor's separate evidence of insurance coverage. CONTRACTOR shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the COUNTY and CONTRACTOR as additional insureds on the Sub-Contractor's General Liability policy. CONTRACTOR shall obtain

COUNTY's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

- 5.1.14 Deductibles and Self-Insured Retentions (SIRs): CONTRACTOR's policies shall not obligate the COUNTY to pay any portion of any CONTRACTOR deductible or SIR. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate policy deductibles and SIRs as respects the COUNTY, or to provide a bond guaranteeing CONTRACTOR's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- 5.1.15 Claims Made Coverage: If any part of the Required Insurance is written on a claim made basis, any policy retroactive date shall precede the effective date of this Contract. CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.
- 5.1.16 Application of Excess Liability Coverage: CONTRACTORS may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.
- 5.1.17 Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
- 5.1.18 Alternative Risk Financing Programs: The COUNTY reserves the right to review, and then approve, CONTRACTOR use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The COUNTY and its Agents shall be designated as an Additional Covered Party under any approved program.
- 5.1.19 COUNTY Review and Approval of Insurance Requirements: The COUNTY reserves the right to review and adjust the Required Insurance provisions, conditioned upon COUNTY's determination of changes in risk exposures.

## 5.2 Insurance Coverage Requirements:

- 5.2.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming COUNTY and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$5 million

Products/Completed Operations Aggregate: \$5 million

Personal and Advertising Injury: \$2 million

Each Occurrence: \$2 million



- 5.2.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$2 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of CONTRACTOR's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- 5.2.3 Workers' Compensation and Employer's Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If CONTRACTOR will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the COUNTY as the Alternate Employer, and the endorsement form shall be modified to provide that COUNTY will receive not less than 30 days advance written notice of cancellation of this coverage provision. If applicable to CONTRACTOR's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.
- 5.2.4 Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$4 million per claim and \$4 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of sexual nature.
- 5.2.5 Professional Liability: Insurance covering CONTRACTOR's liability arising from or related to this Contract, with limits of not less than \$4 million per claim and \$2 million aggregate. Further, CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three years following this Agreement's expiration, termination or cancellation.

## **6.0 INVOICES AND PAYMENTS**

### CONTRACTOR's Responsibilities:

- 6.1 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. CONTRACTOR shall be paid only for the work performed as specified in the Contract and any amendments thereto.

- 6.1.1 CONTRACTOR shall complete and submit voucher in arrears, for Services rendered in the previous month. All vouchers shall be 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

- 6.1.2 If CONTRACTOR has Probation placements, CONTRACTOR shall complete and submit the Probation pay voucher (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

- 6.1.3 CONTRACTOR shall complete the Monthly Billing Report (Exhibit E-I) for the service rendered in previous month and shall be sent by the 7<sup>th</sup> 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

- 6.1.4 CONTRACTOR shall submit an invoice in arrears for services rendered in the previous month. CONTRACTOR shall make its best efforts to submit all invoices within 30 days of the last day of the month in which the service was rendered. Any invoice submitted more than 30 days after the last day of the month in which the services were rendered shall constitute a "past due invoice." Past due invoices shall be submitted no later than 60 days after the last day of the month in which the services were rendered. Notwithstanding any other provision of this Contract, CONTRACTOR and COUNTY agree that the COUNTY shall have no obligation whatsoever to pay any past due invoices which are submitted more than 60 days after the last day of the month in which the services were rendered. COUNTY may, in its sole discretion, pay some or all of a past due invoice which CONTRACTOR has submitted more than 60 days after the last day of the month in which services were rendered provided sufficient funds remain available under this Contract. These same time frames shall also apply to the submission of the CONTRACTOR's final invoice.

- 6.1.5 Whether or not federal dollars will be used to pay for services under this Contract, 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) Circular, A-122. CONTRACTOR is responsible for obtaining the most recent version of the OMB Circulars which are available online via the Internet at <http://www.whitehouse.gov/omb/circulars/index.html>

- 6.1.6 Payment to CONTRACTOR will be made in arrears on a monthly basis for services performed, provided that the CONTRACTOR is not in default under any provision of this Contract. COUNTY has no obligation to pay for any work except those services expressly authorized by this Contract.
- 6.1.7 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR's Tax Identification Number. Furthermore, the Tax Identification Number is necessary for processing payment, as required by the County Auditor-Controller.
- 6.1.8 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by CONTRACTOR and to notify COUNTY of any overpayments received by CONTRACTOR. Any overpayment received by CONTRACTOR, as determined by COUNTY Program Manager, or designee, shall be returned to COUNTY by CONTRACTOR within 30 days of receiving notification of such overpayment from the COUNTY, or may be set off at COUNTY's election against future payments due CONTRACTOR. Notwithstanding any other provision of this Contract, CONTRACTOR shall return to COUNTY any and all payments, which exceed the Maximum Contract Sum. Furthermore, CONTRACTOR shall return said payments within 30 days of receiving notification of overpayment from the COUNTY or immediately upon discovering such overpayment, whichever date is earlier.
  - 6.1.8.1 Interest charges pertaining to notification of incorrect specified payments, which are defined as Overpayments will be governed by MPP 45-305.3.33 and 45-306, inclusive. Interest on defined Overpayments shall be collected and interest assessed as set forth in MPP 45-305.3.34 and MPP 11-402.66 inclusive, and any other related State regulations pertaining to the application of interest for Overpayments.
  - 6.1.8.2 If COUNTY identifies an Overpayment, governed by MPP 45-304 through 45-306 and 11-404, inclusive, COUNTY will comply with MPP 45-304.1.122 and 126. COUNTY will provide CONTRACTOR with State Form Notice of Action 1261 as required by MPP 45-305.1 and a voluntary repayment agreement for the overpaid amount identified by CONTRACTOR. The repayment agreement will be in compliance with MPP 45-305.2.231 (a)-(d).

- 6.1.9 In the event COUNTY discovers a payment made to CONTRACTOR which can be defined as an Overpayment, for incorrect or inaccurate invoices, for which CONTRACTOR was paid or amounts expended not in conformity with MPP 11-404, inclusive, as defined and governed by MPP 45-304.1.11, 45-304 through 45-306 and 11-404, inclusive, during the term or discovered within five years after expiration of the contract or contract extension, COUNTY, after review of MPP 45-304.1.126 and 45-304.4, will issue CONTRACTOR a written State Form Notice of Action 1261 on collectible amount.
- 6.1.9.1 Thereafter, CONTRACTOR and COUNTY shall attempt to resolve the Overpayment prior to any informal or formal action taken by CONTRACTOR. If resolved voluntarily in favor of COUNTY, CONTRACTOR'S voluntary agreement to repay shall be in compliance with MPP 45-305.2.21 through 45-305.23.231(a)-(b).
- 6.1.9.2 If not resolved voluntarily, COUNTY may institute involuntary collection remedies pursuant to MPP 45-305.3 and Overpayment recoupment actions required by MPP 45-304.3. CONTRACTOR may request an informal hearing and/or State fair hearing, or both, as provided pursuant to MPP 45-306.1 through .3, inclusive. CONTRACTOR will have 30 days from the date COUNTY mails the State Form Notice of Action 1261 to request the informal hearing.
- 6.1.9.3 If the informal hearing is requested, COUNTY will conduct an informal hearing in accordance with the procedures set forth in MPP 45-306.1 through .2, inclusive. CONTRACTOR, if forgoing an informal hearing, must request the State fair hearing within 90 days from the date COUNTY mailed the State Form Notice of Action 1261.
- 6.1.9.4 If CONTRACTOR has requested an informal hearing and desires a State Fair Hearing, CONTRACTOR must request the State Fair Hearing within 90 days of the date that CONTRACTOR did not appear at the informal hearing, the date of the informal decision by COUNTY, or the date of withdrawal of request for informal hearing, whichever is earlier. Once due process has expired or administrative remedies are exhausted in favor of COUNTY, COUNTY may seek additional recourse for collection in compliance with MPP 45-304 through 45-306, inclusive, including interest and other remedies as set forth in the CONTRACT, by and between COUNTY and CONTRACTOR.
- 6.1.9.5 In matters involving Overpayments, governed by MPP 45-304 through 45-306 and 11-404 inclusive, and if the amount is determined collectible, CONTRACTOR will have 30 days from the date of COUNTY'S mailing of a State Form Notice of Action 1261, to request an informal hearing. The informal hearing

process, if elected by CONTRACTOR, will be compliant with hearing procedures set forth in MPP 45-306.1 through 3. CONTRACTOR may, at its election, forgo an informal hearing and request a State Fair Hearing within 90 days from the date of COUNTY'S mailing of State Form Notice of Action 1261. If CONTRACTOR has requested an informal hearing and desires a State Fair Hearing, CONTRACTOR must request the State Fair Hearing within 90 days of the date that CONTRACTOR did not appear at the informal hearing, the date of the informal decision by COUNTY, or the date of withdrawal of request for informal hearing, whichever is earlier. Failure to meet the respective time periods to request a hearing, either informal or formal, shall foreclose requests for due process set forth in MPP 45-306.1 through .3, and will result in the collection by COUNTY pursuant to MPP 45-304 through 45-305 and 11-402.66, inclusive, including the implementation of additional contractual actions set forth in this Contract.

6.2 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. It is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted and to notify COUNTY within 30 days of the receipt of any payment that is incorrect.

6.2.1 All correspondence regarding payment errors shall be sent by either facsimile or first class mail, or by electronic mail.

6.2.2 In the event CONTRACTOR identifies an excess payment made by COUNTY, CONTRACTOR shall notify COUNTY by written notice and upon written confirmation by COUNTY of the excess payment amount, CONTRACTOR shall return all excess payments within 30 days to:

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

And a duplicate copy of the notices/payment to:

County of Los Angeles,  
Department of Children and Family Services  
Attention: Mary A. Nichols, Program Manager  
Treatment Foster Care Program Manager  
Bureau of Clinical Resources & Services  
9320 Telstar Ave., Suite 215  
El Monte, CA 91731

6.2.3 CONTRACTOR shall return the excess payment to COUNTY, or enter into a payment agreement with

COUNTY, to repay the excess amount received, within another mutually agreed upon time frame. CONTRACTOR may register a notice of dispute with accompanying documents to:

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

- 6.2.4 If CONTRACTOR registers a notice of dispute pursuant to this Subsection, collection efforts will be suspended at that time until a final resolution to the appeal has been made. The Division Chief will evaluate the adequacy of the CONTRACTOR's written response within 25 calendar days of DCFS' receipt of CONTRACTOR's written response, and will provide CONTRACTOR with DCFS' written response, which sets forth the required DCFS CAP. Should CONTRACTOR disagree with the contents of the CAP, CONTRACTOR shall submit a response to it within 15 business days to DCFS Fiscal Monitoring Section. DCFS will review the CONTRACTOR's response to the CAP and issue a final Required CAP within five calendar days.
- 6.3 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.
- 6.4 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.
- 6.5 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: Unique Terms and Conditions, Section 13.0 – Confidentiality.
- 6.6 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 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.

6.7 CONTRACTOR agrees placement lasting less than a full month shall be prorated. Placement 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 days. Probation will not pay for an open bed for a period in excess of three days.

6.8 Suspension and withholding of payment: In addition to other remedies, COUNTY reserves the right to suspend or withhold all payments to CONTRACTOR if required reports are not provided to COUNTY on a timely basis; if there are continuing deficiencies in CONTRACTOR's reporting, record keeping or invoicing requirements; or if CONTRACTOR's performance of the work is not adequately evidenced or performed.

6.8.1 COUNTY has the right to delay payment or not make payment, per MPP 45-303.2 -.5, inclusive, and condition CONTRACTOR'S payments on timely submittal of invoices and the provision of requested information, by a date certain. Delay in providing this information as set forth, may result in delay of payment, not to exceed 15 days from the date after the information is submitted to COUNTY, including relevant verifications, upon COUNTY request. The failure to provide required confirmation may result in COUNTY not making payment."

6.9 COUNTY's Responsibilities:

6.9.1 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 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>.

- 6.9.2 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.
- 6.9.3 COUNTY will resolve payment discrepancies within thirty (30) Days of receipt of the Payment Resolution Notification Form (Exhibit L). 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 30 days of written notice of payment resolution to CONTRACTOR.
- 6.9.4 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 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 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
- 6.9.5 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.

## **7.0 DESCRIPTION OF SERVICES**

- 7.1 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 (Exhibit EE).



7.2 COUNTY may, during the term of this Contract, request that CONTRACTOR make revisions to its Program Statement by notifying CONTRACTOR in writing 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: Standard Terms and Conditions, Section 7.0 - Changes and Amendments.

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

7.3.1 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.

7.3.2 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.

7.3.3 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.

## **8.0 STATE LICENSE**

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

8.2 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.

## **9.0 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.

## **10.0 OTHER SOURCES OF INCOME**

10.1 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

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

10.3 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.

10.4 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.

## **11.0 HOLD STATUS, DO NOT REFER STATUS, DO NOT USE STATUS, CORRECTIVE ACTION PLAN**

11.1 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 11.2, 11.3, and 11.4 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 M - DCFS/Probation Community Treatment Facility Contract Investigation/Monitoring/Audit Remedies and Procedures that also applies to CTF program.

11.2 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 M - DCFS/DMH Community Treatment Facility Contract Investigation/Monitoring/Audit Remedies and Procedures.

### 11.3 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 11.1, and as further described in Exhibit M - DCFS/Probation Community Treatment Facility Contract Investigation/Monitoring/Audit Remedies and Procedures.

### 11.4 Do Not Refer Status

11.4.1 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 11.1, and as further described in Exhibit M - DCFS/Probation Community Treatment Facility Contract Investigation/Monitoring/Audit Remedies and Procedures.

11.4.2 When DNR Status is implemented, a CAP may be established, as provided in Exhibit M - DCFS/Probation Community Treatment Facility 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 M - DCFS/Probation Community Treatment Facility Contract Investigation/Monitoring/Audit Remedies and Procedures.

### 11.5 Do Not Use Status

11.5.1 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 11.1, and as further described in Exhibit M - DCFS/Probation Community Treatment Facility Contract Investigation/Monitoring/Audit Remedies and Procedures, of this Contract.

11.5.2 Under unique, warranted circumstances, a DNU Status may be rescinded, as provided in Exhibit M - DCFS/Probation Community Treatment Facility Contract Investigation/Monitoring/Audit Remedies and Procedures.

## 11.6 Notice Requirements

11.6.1 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.

11.6.2 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.

11.6.3 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 M - DCFS/Probation Community Treatment Facility Contract Investigation/Monitoring/Audit Remedies and Procedures) of this Contract.

#### 11.7 Disagreement with Decision

CONTRACTOR may challenge the COUNTY action in accordance with DCFS/Probation local agency policies and procedures (please refer to Exhibit M) then in effect, and thereafter, CONTRACTOR may appeal through the Notice of Dispute described in Part II: Standard Terms and Conditions, Section 40.0 – Notice of Dispute herein.

#### 11.8 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.

### **12.0 BACKGROUND AND SECURITY INVESTIGATIONS**

12.1 For the safety and welfare of the children to be served under this Contract, CONTRACTOR shall, as permitted by law, ensure that its staff, employees, independent contractors, volunteers or subcontractors who may come in contact with children in the course of their work, undergo and pass a background investigation to the satisfaction of COUNTY as a condition of beginning and continuing to work under this contract. Such background investigation may include, but shall not be limited to criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the CONTRACTOR, regardless if the member of CONTRACTOR's staff passes or fails the backgrounds investigation.

12.2 If a member of CONTRACTOR's staff does not pass the background investigation, COUNTY may request that the member of CONTRACTOR's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. COUNTY will not provide to CONTRACTOR or to CONTRACTOR's staff any information obtained through the COUNTY's background investigation.

12.3 COUNTY, in its sole discretion, may immediately deny or terminate facility access to any member of CONTRACTOR's staff that does not pass such investigation to the satisfaction of the COUNTY or whose background or conduct is incompatible with COUNTY facility access.

- 12.4 Disqualification of any member of CONTRACTOR's staff pursuant to this Sub-section shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 12.5 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.
- 12.6 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.

### **13.0 CONFIDENTIALITY**

- 13.1 CONTRACTOR shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, COUNTY policies concerning information technology security and the protection of confidential records and information.
- 13.2 CONTRACTOR shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 13.3 CONTRACTOR shall sign and adhere to the provisions of Exhibit D - "Contractor Acknowledgement and Confidentiality Agreement."
- 13.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit D-I - "Contractor's Employee Acknowledgment and Confidentiality Agreement." CONTRACTOR shall maintain in its files copies of such executed Agreements.
- 13.5 CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit D-II - "Contractor's Non-Employee Acknowledgment and Confidentiality Agreement." CONTRACTOR shall maintain in its files copies of such executed Agreements.
- 13.6 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.
- 13.7 CONTRACTOR agrees to notify COUNTY in writing within 24 hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to CONTRACTOR's attention, and that includes unauthorized access to

CONTRACTOR's computer or computers (including those of any Subcontractor involved in the Relationship) containing CONTRACTOR's or COUNTY's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.

13.8 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with this Sub-section 13.8, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this Sub-section 13.8 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

13.9 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19 (Exhibit G).

13.10 Confidentiality Requirements for Probation:

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

13.10.2 If CONTRACTOR has Probation placements, Employees of CONTRACTOR shall be given copies of all cited code sections, and a form to sign Exhibit GG - "Confidentiality of CORI Information", regarding confidentiality of the information in the juvenile records. Copies of the form are to be sent to County Program Manager (Probation) within five business days of start of employment.

## **14.0 CONTRACTOR'S STAFF IDENTIFICATION**

- 14.1 CONTRACTOR shall provide, at CONTRACTOR's expense, all staff providing services under this Contract with a photo identification badge.
- 14.2 CONTRACTOR is responsible to ensure that employees have obtained a COUNTY ID badge before they are assigned to work in a COUNTY facility. CONTRACTOR personnel may be asked to leave a COUNTY facility by a COUNTY representative if they do not have the proper COUNTY ID badge on their person.
- 14.3 CONTRACTOR shall notify the COUNTY within one (1) business day when staff is terminated from working on this Contract. CONTRACTOR shall retrieve and return an employee's ID badge to the COUNTY on the next business day after the employee has terminated employment with the CONTRACTOR.
- 14.4 If COUNTY requests the removal of CONTRACTOR's staff, CONTRACTOR shall retrieve and return an employee's ID badge to the COUNTY on the next business day after the employee has been removed from working on the COUNTY's Contract.

## **15.0 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM**

- 15.1 This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 15.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 15.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 15.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
  - 15.4.1 Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
  - 15.4.2 In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and



- 15.4.3 Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).
- 15.5 The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.
- 15.6 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.
- 15.7 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 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.
- 15.8 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.

## **16.0 USE OF FUNDS**

- 16.1 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.
- 16.2 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 Auditor Controller's Community Treatment Facility Contract Accounting and Administration Handbook (Exhibit C-I).

- 16.3 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 Community Treatment Facility 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 to COUNTY by CONTRACTOR. Any dispute regarding repayment of funds is subject to the provisions outlined in Part II: Standard Terms and Conditions, Section 40.0 - Notice of Dispute.
- 16.4 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.
- 16.5 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.
- 16.6 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 January 1, 2014 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 January 1, 2014. CONTRACTOR's TAUF shall be reflected on its Semi-Annual Expenditure Report (Exhibit E).
- 16.7 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 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.

- 16.8 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 days of receipt of CONTRACTOR's amendments.
- 16.9 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 Part I: Unique Terms and Conditions, Section 11.0 - 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 Part II: Standard Terms and Conditions, Section 40.0 - Notice of Dispute.

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

- 17.1 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.
- 17.2 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.
- 17.3 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: Unique Terms and Conditions, Section 16.0 - Use of Funds, Sub-section 16.6), 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.

17.4 Upon obtaining COUNTY's prior written approval, the items referenced in Sub-section 17.3 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 17.3 will vest with CONTRACTOR. All Fixed Assets not requiring COUNTY's prior written approval, as described in Sub-section 17.3, shall be deemed owned by CONTRACTOR.

**18.0 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH)**

The COUNTY is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, the CONTRACTOR provides services to the COUNTY and the CONTRACTOR receives, has access to, and/or creates Protected Health Information as defined in Exhibit BB, in order to provide those services. The COUNTY and the CONTRACTOR therefore agree to the terms of Exhibit BB, CONTRACTOR's Obligations As a "Business Associate" Under Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) (Business Associate Agreement).

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

### **1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR**

#### **1.1 CONTRACTOR's Program Director**

1.1.1 CONTRACTOR's Program Director is designated in Exhibit DD - Contractor's Administration. CONTRACTOR shall notify COUNTY in writing of any change in the name or address of the CONTRACTOR's Program Director.

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

#### **1.2 Approval of CONTRACTOR's Staff**

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

### **2.0 ADMINISTRATION OF CONTRACT – COUNTY**

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

#### **2.1 COUNTY Program Manager**

The responsibilities of the COUNTY Program Manager include:

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

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

2.3 The COUNTY Program Manager is responsible for overseeing the day-to-day administration of this Contract.

### **3.0 AMERICANS WITH DISABILITIES ACT (ADA)**

The CONTRACTOR agrees to abide by all applicable federal, State and local laws including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, the CONTRACTOR's program.

### **4.0 ASSIGNMENT AND DELEGATION**

- 4.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this section, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY's sole discretion, against the claims which the CONTRACTOR may have against the COUNTY.
- 4.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.
- 4.3 Any assumption, assignment, delegation or takeover of any of the CONTRACTOR's duties, responsibilities, obligations or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

### **5.0 AUTHORIZATION WARRANTY**

The CONTRACTOR represents and warrants that the person executing this Contract for the CONTRACTOR is an authorized agent who has actual authority to bind the CONTRACTOR to each and every term, condition and obligation of this Contract and that all requirements of the CONTRACTOR have been fulfilled to provide such actual authority.

### **6.0 BUDGET REDUCTION**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a COUNTY budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, the COUNTY reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the CONTRACTOR under this Contract shall also be reduced correspondingly. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within 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.

## **7.0 CHANGES AND AMENDMENTS**

- 7.1 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 7.0.
- 7.2 Except as provided in this Section 7.0, for any change which affects the scope of work, term of Contract, Contract Sum, payments, or any terms or conditions included under this Contract, an amendment shall be prepared by DCFS and executed by the Contractor and County's Board of Supervisors or the Director in the event the Director has the delegated authority to execute. Approval of County Counsel must be obtained for any changes which affect the scope of work.
- 7.3 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.
- 7.4 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:
  - 7.4.1 The amendment shall be in compliance with applicable County, State and federal regulations; and
  - 7.4.2 The Board of Supervisors has appropriated sufficient funds in COUNTY's budget; and
  - 7.4.3 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
  - 7.4.4 Prior CEO approval is obtained and notice given to County Counsel.

## **8.0 CHILD ABUSE PREVENTION REPORTING**

- 8.1 CONTRACTOR agrees that the safety of the child will always be the first priority. To ensure the safety of children, CONTRACTOR will immediately notify COUNTY and the Child Abuse Hotline whenever CONTRACTOR reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. The CONTRACTOR will remain with the child if imminent risk is present.
- 8.2 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:
- 8.3 A requirement that all employees, consultants, or agents performing services under this Contract, who are required by the California Penal Code to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.
- 8.4 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under the California Penal Code gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.
- 8.5 The assurance that all employees of CONTRACTOR and Subcontractors understand that the safety of the child is always the first priority.

## **9.0 CHILD SUPPORT COMPLIANCE PROGRAM**

- 9.1 Contractor's Warranty of Adherence to County's Child Support Compliance Program
  - 9.1.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.
  - 9.1.2 As required by the COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

- 9.2 Termination for Breach of Warranty to Maintain Child Support Compliance



Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Sub-Section 9.1, "Contractor's Warranty of Adherence to County's Child Support Compliance Program," shall constitute default under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of the CONTRACTOR to cure such default within 90 calendar days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to Part II: Standard Terms and Conditions, Section 54.0 - Termination for Contractor's Default," and pursue debarment of the CONTRACTOR, pursuant to County Code Chapter 2.202.

## **10.0 COMPLAINTS**

- 10.1 CONTRACTOR shall develop, maintain, and operate procedures for receiving, investigating and responding to complaints.
- 10.2 Within five business days after Contract effective date, CONTRACTOR shall provide the COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.
- 10.3 The COUNTY will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.
- 10.4 If the COUNTY request changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan with five business days for COUNTY approval.
- 10.5 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.
- 10.6 CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY Program Manager of the status of the investigation within five business days of receiving the complaint.
- 10.7 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 10.8 Copies of all written responses shall be sent to the COUNTY Program Manager within three business days of mailing to the complainant.

## **11.0 COMPLIANCE WITH APPLICABLE LAWS**

- 11.1 CONTRACTOR shall comply with all applicable federal, State, and local laws, rules, regulations, ordinances, and directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section

508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction there over.

- 11.2 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.
- 11.3 For contract over \$10,000, CONTRACTOR agrees to comply fully with the terms of Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).
- 11.4 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.
- 11.5 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this section 11.0 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

## **12.0 COMPLIANCE WITH CIVIL RIGHTS LAWS**

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

### 13.0 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 N, and incorporated by reference into and made a part of this Contract.

#### 13.1 Written Employee Jury Service Policy:

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 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.

13.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any Subcontractor to perform services for the COUNTY under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Sub-section shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the agreement.

13.3 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.

- 13.4 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.

#### **14.0 CONDUCT OF PROGRAM**

CONTRACTOR shall abide by all terms and conditions imposed and required by this Contract and shall comply with all subsequent revisions, modifications, and administrative and statutory changes made by the State, and all applicable provisions of State and federal regulations. Failure by CONTRACTOR to comply with provisions, requirements or conditions of this Contract, including, but not limited to, performance documentation, reporting and evaluation requirements, shall be a material breach of this Contract and may result in the withholding of payments, financial penalties, and/or termination as stated herein.

#### **15.0 CONFLICT OF INTEREST**

- 15.1 No COUNTY employee whose position in COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation of such work, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such work.
- 15.2 CONTRACTOR shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Contract. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and complete description of all relevant circumstances. Failure to comply with the provisions of this Section shall be a material breach of this Contract.

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

- 16.1 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.

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

#### **17.0 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.

#### **18.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING**

18.1 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 C-I, Auditor-Controller Community Treatment Facility Contract Accounting and Administration Handbook.

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

#### **19.0 CONTRACTOR ALERT REPORTING DATABASE (CARD)**

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

#### **20.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

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

20.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five

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

- 20.3 The COUNTY may debar a Contractor if the Board of Supervisors, finds in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.
- 20.4 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 20.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 20.6 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.
- 20.7 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.
- 20.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for

reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of the debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

20.9 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.

20.9.1 These terms shall also apply to Subcontractors of COUNTY Contractors.

20.9.2 A registry of Debarred Contractors for Los Angeles County, State and federal agencies may be obtained by going to the following websites:

County: [http://lacounty.info/doing\\_business/DebarmentList.htm](http://lacounty.info/doing_business/DebarmentList.htm)

- State: <http://www.dir.ca.gov/dlse/debar.html>
- Federal: <http://www.epls.gov/epls/search.do?multiName=true>

## **21.0 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 X - Charitable Contributions Certification, the County seeks to ensure that all COUNTY Contractors which receive or raise charitable contributions comply with California law in order to protect the COUNTY and its taxpayers. A contractor that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both (County Code Chapter 2.202).

## **22.0 CONTRACTOR'S WORK**

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

22.2 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.

## **23.0 COUNTY'S QUALITY ASSURANCE PLAN**

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

## **24.0 DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

24.1 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

24.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

24.3 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in the "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" paragraph immediately above shall constitute default under this agreement. Without limiting the rights and remedies available to County under any other provision of this agreement, failure of Contractor to cure such default within ten (10) calendar days of notice shall be grounds upon which County may terminate this agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

## **25.0 EMPLOYEE BENEFITS AND TAXES**

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

25.2 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.

## **26.0 EMPLOYMENT ELIGIBILITY VERIFICATION**



- 26.1 CONTRACTOR warrants that it fully complies with all federal and State statutes and regulations regarding employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations, including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation of all covered employees for the period prescribed by law.
- 26.2 CONTRACTOR shall indemnify, defend and hold harmless, the COUNTY, its agents, officers and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## **27.0 EVENTS OF DEFAULT**

### **27.1 Default for Non-Performance**

COUNTY may terminate the whole or any part of this Contract if either of the following circumstances exists:

27.1.1 CONTRACTOR has made a misrepresentation of any required element in the bid/proposal submitted in response to the Invitation for Bids/Request for Proposals, if any; or

27.1.2 CONTRACTOR fails to comply with or perform any provision of this Contract or fails to make progress so as to endanger performance of any term of this Contract.

### **27.2 Default for Insolvency**

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

27.2.1 Insolvency of CONTRACTOR. CONTRACTOR shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has filed for bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

27.2.2 The filing of a voluntary petition in bankruptcy;

27.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

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

### **27.3 Other Events of Default**

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

## **28.0 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.

## **29.0 FIXED ASSETS**

Title to all fixed assets purchased with COUNTY funds designated by the COUNTY for that purpose under this Contract shall remain with COUNTY. A "Fixed Asset" is defined hereunder as any equipment costing Five Thousand Dollars (\$5,000) or more, with a useful life of more than one year. Such assets shall be maintained and repaired by CONTRACTOR during the term of this Contract. CONTRACTOR shall provide an accounting of such assets at the termination or expiration of this Contract and shall deliver same to COUNTY upon COUNTY's written request. CONTRACTOR shall have the option upon the expiration or termination of the Contract to acquire such assets at a price to be mutually agreed upon by COUNTY and CONTRACTOR.

## **30.0 FORMER FOSTER YOUTH CONSIDERATION**

30.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, CONTRACTOR shall give consideration (after COUNTY employees, and GAIN/GROW participants as described in Part II: Standard Terms and Conditions, Sections 18.0 and 17.0, 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

30.2 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).

30.3 CONTRACTOR is exempt from the provisions of this Section if it is a governmental entity.

### **31.0 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.

### **32.0 INDEMNIFICATION**

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

### **33.0 INDEPENDENT CONTRACTOR STATUS**

33.1 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.

33.2 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.

33.3 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.

33.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit D-I - 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 Exhibit D-II - CONTRACTOR's Non-Employee Acknowledgement and Confidentiality Agreement.

#### **34.0 LIQUIDATED DAMAGES**

- 34.1 If, in the judgment of the Director, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Director, or his/her designee, in a written notice describing the reasons for said action.
- 34.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the CONTRACTOR over a certain time span, the Director will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Director may:
- 34.2.1 Deduct from the CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
- 34.2.2 Deduct liquidated damages. If the parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in Exhibit ??, Performance Requirements Summary (PRS) Chart, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or
- 34.2.3 Upon giving five days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private contractor, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.
- 34.3 The action noted in Sub-section 34.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.
- 34.4 This Sub-section shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in the

PRS or Sub-section 34.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

### **35.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN**

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

### **36.0 MOST FAVORED PUBLIC ENTITY**

If the CONTRACTOR's prices decline, or should the CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the COUNTY.

### **37.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

37.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies, are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations.

37.2 CONTRACTOR shall certify to, and comply with, the provisions of Exhibit P - Contractor's Equal Employment Opportunity (EEO) Certification.

37.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

37.4 CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation.

37.5 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.

37.6 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.

37.7 If the COUNTY finds that any of the above provisions have been violated, such violation shall constitute a material breach of contract upon which COUNTY may determine to terminate this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Opportunity Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated federal or State anti-discrimination laws or regulations shall constitute a finding by COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.

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

### **38.0 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Contract shall not restrict DCFS from acquiring similar, equal or like goods and/or services from other entities or sources.

### **39.0 NOTICE OF DELAYS**

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

### **40.0 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.

### **41.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

CONTRACTOR shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with

the requirements set forth in Internal Revenue Services Notice 1015, attached hereto as Exhibit K.

## **42.0 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be given in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit DD - CONTRACTOR's Administration and Exhibit Y - COUNTY's Administration. Addresses may be changed by either party giving 10 days' prior written notice thereof to the other party. The Director shall have the authority to issue all notices or demands required or permitted by the COUNTY under this Contract.

## **43.0 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.

## **44.0 PROPRIETARY RIGHTS**

44.1 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.

44.2 Notwithstanding any other provision of this Contract, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

44.3 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."

- 44.4 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records Act request for items described in Sub-Section 44.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.
- 44.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Sub-section 44.4 for:
- 44.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Sub-section 44.3;
- 44.5.2 Any materials, data and information covered under Sub-section 44.2; and
- 44.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.
- 44.6 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.
- 44.7 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.
- 44.8 The provisions of Sub-sections 44.5, 44.6, and 44.7, and all sub-paragraphs, shall survive the expiration or termination of this Contract.

## **45.0 PUBLIC RECORDS ACT**

- 45.1 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: Standard Terms and Conditions, Section 47.0 - 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 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.



45.2 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.

#### **46.0 PUBLICITY**

46.1 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:

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

46.1.2 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.

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

#### **47.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

47.1 CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract.

47.2 CONTRACTOR agrees that the COUNTY, or its authorized representatives, the State of California, or its authorized representatives, or the Federal Government, or its authorized representatives, including, but not limited to, the U. S. Comptroller General, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity or records relating to this Contract. All financial records, supporting documents, statistical records, and all other records pertinent to the award and performance of this Contract, including, but not limited to, all timecards and other employment records and confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County and shall be made available to COUNTY, State or federal authorities, during the term of this Contract and either for a period of

five (5) years after the expiration of the term of this Contract or for a period of three (3) years from the COUNTY's final payment under this contract, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review or audit is started, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County, then, at COUNTY's sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section. CONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual, Section 23-353. In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY's Auditor-Controller within 30 days of the CONTRACTOR's receipt thereof, unless otherwise provided by applicable federal or State law or under this Contract. Subject to applicable law, the COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

- 47.3 Failure on the part of the CONTRACTOR to comply with any of the provisions of this Section shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.
- 47.4 If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY's dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand; or b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.
- 47.5 CONTRACTOR shall be responsible for conducting annual financial audits of its agency and its subcontractor(s) if required by COUNTY and/or the California Department of Social Services (CDSS), to be conducted by an independent audit firm and in accordance with generally accepted auditing standards. Within 30 calendar days after issuance of such audit reports, CONTRACTOR shall forward copies of such reports to DCFS.

## **48.0 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.

## 49.0 SAFELY SURRENDERED BABY LAW

### 49.1 Contractor's Acknowledgement of COUNTY's Commitment to the Safely Surrendered Baby Law.

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY Contractors to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

### 49.2 Notices 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 R of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

## 50.0 SHRED DOCUMENT

50.1 CONTRACTOR shall ensure that all confidential documents and papers, as defined under state law (including, but not limited to Welfare and Institutions Code section 10850) relating to this Contract must be shredded and not put in trash containers when CONTRACTOR disposes of these documents and papers. All documents and papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents and papers are to be recycled.

50.2 Documents for record and retention purposes in accordance with Subsection 47.4 (Record Retention and Inspection/Audit Settlement) of this Contract are to be maintained for a period of five years.

## 51.0 SUBCONTRACTING

51.1 The requirements of this Contract may not be subcontracted by the CONTRACTOR **without the advance approval of the COUNTY**. Any attempt by the CONTRACTOR to subcontract without the prior consent of the COUNTY may be deemed a material breach of this Contract.

51.2 If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly at the COUNTY's request:

51.2.1 A description of the work to be performed by the Subcontractor;

- 51.2.2 A draft copy of the proposed subcontract; and
- 51.2.3 Other pertinent information and/or certifications requested by the COUNTY.
- 51.3 CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were CONTRACTOR employees.
- 51.4 CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY's approval of the CONTRACTOR's proposed subcontract.
- 51.5 COUNTY's consent to subcontract shall not waive the COUNTY's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The CONTRACTOR is responsible to notify its Subcontractors of this COUNTY right.
- 51.6 The COUNTY Program Manager is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and Subcontractor employees.
- 51.7 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 COUNTY Program Manager all the following documents:
- 51.7.1 An executed Exhibit D-I, "CONTRACTOR's Employee Acknowledgment and Confidentiality Agreement", executed by each Subcontractor and each of Subcontractor's employees approved to perform work hereunder.
- 51.7.2 Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by Part I: Unique Terms and Conditions, Section 5.0 Insurance Requirements, Subsection 5.2 - Insurance Coverage Requirements, of this Contract, and
- 51.7.3 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 the CONTRACTOR's Tax Identification Number.
- 51.8 CONTRACTOR shall provide COUNTY Program Manager with copies of all executed subcontracts after COUNTY Program Manager's approval.
- 51.9 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.

- 51.10 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.
- 51.11 CONTRACTOR shall be solely liable and accountable for any and all payments and other compensation to all Subcontractor's engaged hereunder and their officers, employees and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for any Subcontractors or their officers, employees and agents.

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

- 52.1 COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY Program Manager:
- 52.1.1 CONTRACTOR has materially breached this Contract;
- 52.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or
- 52.1.3 CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.
- 52.2 In the event COUNTY terminates this Contract in whole or in part as provided in Part II: Standard Terms and Conditions, Section 52.0 – Termination for Contractor's Default, Sub-section 52.1 and all sub-paragraphs, the COUNTY may procure, upon such terms and in such manner, as COUNTY may deem appropriate, services similar to those so terminated. CONTRACTOR shall be liable to the COUNTY for any and all excess cost incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Section.
- 52.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Part II: Standard Terms and Conditions, Section 52.0 – Termination for Contractor's Default, Sub-section 52.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight 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 the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall

not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Sub-section, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

52.4 If, after the COUNTY has given notice of termination under the provisions of this Section, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Section or that the default was excusable under the provisions of Part II: Standard Terms and Conditions, Section 52.0 – Termination for Contractor's Default, Sub-section 52.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Part II: Standard Terms and Conditions, Section 53.0 - Termination for Convenience.

52.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in Part II: Standard Terms and Conditions, Section 52.0 – Termination for Contractor's Default, Sub-section 52.1, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of Part II: Standard Terms and Conditions, Section 52.0 – Termination for Contractor's Default, Sub-section 52.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of COUNTY, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise.

52.5.1 These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Part II: Standard Terms and Conditions, Section 32.0 - Indemnification.

52.6 The rights and remedies of the COUNTY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

### **53.0 TERMINATION FOR CONVENIENCE**

53.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by Notice of Termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective.

The date upon which such termination becomes effective shall be no less than 10 days after the notice is sent.

53.2 After receipt of a Notice of Termination and except as otherwise directed by COUNTY, the CONTRACTOR shall:

53.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

53.2.2 Complete performances of such part of the work as shall not have been terminated by such notice.

53.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with Part II: Standard Terms and Conditions, Section 47.0, Record Retention and Inspection/Audit Settlement.

#### **54.0 TERMINATION FOR IMPROPER CONSIDERATION**

54.1 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.

54.2 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.

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

#### **55.0 TERMINATION FOR INSOLVENCY**

55.1 COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

55.1.1 Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;

55.1.2 The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;

55.1.3 The appointment of a Receiver or Trustee for the CONTRACTOR; or

55.1.4 The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

55.2 The rights and remedies of the COUNTY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **56.0 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.

#### **57.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for the CONTRACTOR's performance hereunder or by any provision of this Contract during any of the COUNTY's future fiscal years unless and until the COUNTY's Board of Supervisors appropriates funds for this Contract in the COUNTY's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The COUNTY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

#### **58.0 VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

#### **59.0 WAIVER**

No waiver by the COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **60.0 WARRANTY AGAINST CONTINGENT FEES**



- 60.1 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.
- 60.2 For breach of this warranty, the COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

#### **61.0 WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION**

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

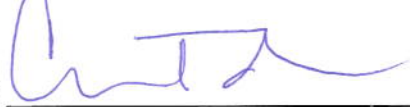
**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES,  
DEPARTMENT OF MENTAL HEALTH, AND PROBATION DEPARTMENT**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by its Chairman and the seal of such Board to be hereto affixed and attested by the Executive Office thereof, and CONTRACTOR has caused this Contract to be subscribed in its behalf by its duly authorized officer as of the day, month and year first above written. The person signing on behalf of the CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR.



ATTEST:

SACHI A. HAMAI  
Executive Officer-Clerk of the  
Los Angeles County  
Board of Supervisors

By 

DEC 19 2013

COUNTY OF LOS ANGELES

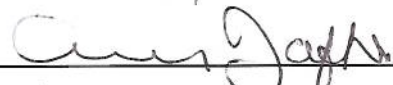
By   
MAYOR PRO TEM, Los Angeles County

Vista Del Mar Child and Family Services  
CONTRACTOR

By 

Name Louis Josephson

Title President/CEO

By 

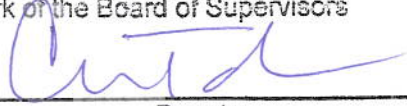
Name Amy Jaffe

Title Senior V.P.

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

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By   
Deputy

DEC 19 2013

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL  
JOHN KRATTLI, COUNTY COUNSEL

BY:   
David Beaudet, Senior Deputy County Counsel

Part II: Standard Terms and Conditions

**ADOPTED**  
BOARD OF SUPERVISORS

**#10 DEC 10 2013**

  
SACHI A. HAMAI  
EXECUTIVE OFFICER

**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES,  
DEPARTMENT OF MENTAL HEALTH,  
AND PROBATION DEPARTMENT**

**COMMUNITY TREATMENT FACILITY**

**STATEMENT OF WORK**



**JANUARY 1, 2014**

**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES,  
DEPARTMENT OF MENTAL HEALTH,  
AND PROBATION DEPARTMENT**

**COMMUNITY TREATMENT FACILITY (CTF)  
STATEMENT OF WORK**

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## COMMUNITY TREATMENT FACILITY STATEMENT OF WORK

### PART A – PREAMBLE

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

The County's vision is 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 County's shared values of: 1) Accountability; 2) A Can-Do-Attitude; 3) Compassion; 4) Customer Orientation; 5) Integrity; 6) Leadership; 7) Professionalism; 8) Respect for Diversity; and 9) Responsiveness.

These shared values are encompassed in the County's Strategic Plan's five Goals: 1) Operational Effectiveness; 2) Children/Youth, Family and Adult Well-Being; 3) Community and Municipal Services; 4) Health and Mental Health; and 5) Public Safety. Improving the well-being of children/youth 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.

## PART B – PROJECT FOUNDATION

### 1.0 BACKGROUND

- 1.1 The Board of Supervisors, through this Contract, gives authorization for the placement of Probation foster children/youth or dependent children/youth when a higher level of care is needed. The Superior Court gives responsibility for the care, custody, and control for each Probation foster child/youth to the County of Los Angeles Probation Department (Probation) and for each dependent child/youth to Department of Children and Family Services (DCFS).
- 1.2 The California Department of Social Services (CDSS), Community Care Licensing Division (CCLD) regulations that apply to CTFs are from the Manual of Policies and Procedures, Title 22, including:
  - (a) Division 6, Chapter 1, Sections 80000-80095, *General Licensing Requirements* (except as otherwise noted in Division 6, Chapter 5, Subchapter 1);
  - (b) Division 6, Chapter 5, Sections 84000 through 84091.4, *Group Homes*; and
  - (c) Division 6, Chapter 5, Subchapter 1, Sections 84110-84188, *Community Treatment Facilities*.

These regulations are available at <http://www.dss.cahwnet.gov/ord/default.htm>.
- 1.3 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 California Department Health Care Services [website at: http://www.dhcs.ca.gov/formsandpubs/Pages/default.aspx](http://www.dhcs.ca.gov/formsandpubs/Pages/default.aspx)
- 1.4 The rate-setting regulations that apply to CTFs are from the Manual of Policies and Procedures, Division 11-400, 11-402 (especially 11-402.188), 11-404 through 11-406, 11-415, 11-425, and 11-430. The Foster Care Funding and Rates Bureau will establish rates only for CTFs that are organized and operated as non-profit corporations. These regulations are available at: <http://www.childsworld.ca.gov/PG1343.htm>. Supplemental funding for Community Treatment Facilities is pursuant to Welfare and Institutions Code Section 4094.2(d).
- 1.5 The statutes referenced in this Statement of Work (SOW) from the California Education Code, Government Code, Health and Safety Code, and Welfare and Institutions Code, are available at <http://www.leginfo.ca.gov/>.

- 1.6 A Community Treatment Facility (CTF) is a facility defined in Health and Safety Code Section 1502(a)(8), to be certified as a Community Treatment Facility by the California Department of Health Care Services (DHCS) and licensed as a Community Treatment Facility by CDSS CCLD. A CTF is the only residential group setting available outside of a psychiatric hospital for seriously emotionally disturbed children/youth. As a facility that has the capacity to provide secure and locked containment, a CTF provides the safest, most-structured setting with the highest staff-to-child ratios for children/youth with the most severe psychiatric and behavioral problems. These children/youth 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.
- 1.7 Discrimination on the basis of actual or perceived race, ethnic group identification, ancestry, national origin, color, religion, sex, sexual orientation, gender identity, mental or physical disability or HIV status is prohibited in the California foster care system.
- 1.8 All Placed Children/Youth have a right to fair and equal access to all available services, placement, care, treatment, and benefits.

## **2.0 PRIORITIES FOR CHILDREN/YOUTH AND PROGRAM GOALS**

- 2.1 All County contracted providers are expected to follow the Shared Core Practice Model principles in working with children/youth and families. The Shared Core Practice Model encompasses the child welfare services mission and vision for best goals and guiding principles developed in partnership with DMH. The Shared Core Practice Model delineates the continuous set of activities performed by County Workers, mental health practitioners, and County contracted providers through quality team-driven, engaging, teaming, assessing, planning/implementing, and tracking/adjusting process while relying on common knowledge from the legal and professional foundations of child welfare practice and a trauma responsive approach. The process is to ensure: (1) the Placed Child/Youth is placed in a safe environment free from abuse and neglect; (2) the Placed Child/Youth is placed in the least restrictive, most family-like environment consistent with the Placed Child/Youth's underlying needs when out-of-home care is necessary; (3) the Placed Child/Youth's permanency plan is determined as quickly as possible; (4) the permanency plans are implemented in family settings; (5) permanency plans implemented with out-of-home placements include strategies to support placement success, prevent replacements and promote long lasting self-sufficiency and connections; and (6) reducing racial disproportionality and eliminates disparities within the many systems that touch the lives of the children and families.

- 2.1.1 A cornerstone for the Shared Core Practice Model is the development, or utilization, of a Child and Family Team (CFT) for each youth receiving services
- 2.1.2. The Shared Core Practice Model also incorporates the concept known as long term view that describes the degree to which there are stated, shared and understood safety, well-being and permanency outcomes and functional life goals for the Child/Youth and family. (Exhibit FF - Shared Core Practice Model)
- 2.2 DCFS, Probation, and DMH have established the following priorities for their children/youth: (1) safety; (2) permanency; and (3) well-being and self-sufficiency.
  - 2.2.1 Safety: Safety is defined as freedom from abuse (non-accidental injury), neglect (unwillingness or inability to meet the child's/youth's needs), and self-destructive behaviors that may put self/others at risk of harm.
  - 2.2.2 Permanency: Permanency is defined as a safe, stable and nurturing relationship achieved through maintaining the child/youth in the home or through seeking reunification, adoption, or legal guardianship so that when the child/youth reaches adulthood these enduring family connections and supports will continue into adulthood.
  - 2.2.3 Well-Being and Self-Sufficiency: This priority refers to the overall level of functioning of foster children/youth in a number of areas including, but not limited to, physical and mental health, social behavior, academic performance/level, career/workforce readiness and other life skills planning as relevant to the CTF setting.

### **3.0 TARGET POPULATION**

The target demographics for community treatment facilities are children, youth and non-minor dependents with the most severe psychiatric and behavioral problems and who have often experienced multiple placements and psychiatric hospitalizations as a result of behaviors deemed dangerous to themselves and others. This population exhibits serious impairments in family and personal relationships, school functioning, and/or self-care at home or community setting. They may display psychotic features, or be at risk of suicide or violent behaviors due to a mental disorder that has lasted at least six months, and is likely to continue without treatment. In addition, this population requires intensive monitoring in order to remain safe, achieve stability and transition to a lower level of care, and permanency. The child/youth must be placed voluntarily or through conservatorship.



## 4.0 STAFF REQUIREMENTS

### 4.1 Staffing

Contractor shall ensure that employees have the required education, work experience and training to provide the required services of this contract:

- 4.1.1 Criminal Clearances: Contractor shall ensure that criminal clearances and background checks have been conducted for all of their staff prior to beginning and continuing work under this Contract. The cost of such criminal clearances and background checks is the responsibility of the Contractor whether or not the CONTRACTOR's staff passes or fails the background and criminal clearance investigations.
- 4.1.2 Language Ability: The 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 Children/Youth and family or provide equivalent bi-lingual resources.
- 4.1.3 Service Delivery: The CONTRACTOR shall ensure all CTF administrators receive initial and ongoing cultural competency training that includes sexual orientation and gender identity, in order to highlight the right of foster children/youth to have fair and equal access to all available services and not to be subjected to harassment or discrimination.
- 4.1.4 Education and Experience: The CONTRACTOR shall provide the childcare and supervision staff with sufficient expertise to supervise, protect, care for, and control the Children/Youth individually and in groups at all times. The staffing shall include but not be limited to an administrator, mental health program director, facility manager, licensed mental health professionals, and registered nurse.
- 4.1.5 Staff Training: The CONTRACTOR shall develop, maintain and implement a written plan for the training on specific duties for all positions, orientation, continuing education, on-the-job training, supervision and evaluation of all child care staff.
- 4.1.6 Changes in Staffing: The CONTRACTOR shall advise DCFS in writing of any change(s) in the CONTRACTOR's key personnel at least twenty-four (24) hours before proposed change(s), including name and qualifications of new personnel.
- 4.1.7 The CONTRACTOR shall ensure that no interruption of services occurs as a result of the change in personnel.

#### 4.2 Staffing Ratio

- 4.2.1 The ratio of child care and supervision staff to Children/Youth (including the facility manager when s/he is supervising Children/Youth) shall be at least 1 to 5 from 7 a.m. to 10 p.m. when the children/youth are present; and 1 (awake staff) to 10 from 10 p.m. to 7 a.m.
- 4.2.2 If the children/youth require special care and supervision because of age, problem behavior, or other factors, the number of on-duty child care staff shall be increased to meet the needs of the children/youth.

#### 4.3 Staff Training Requirements

The CONTRACTOR shall ensure that the on-the-job training and staff development program include the following areas:

- 4.3.1 Assaultive behavior management and preventing assaultive behavior training course which shall be approved by the Department of Mental Health. Staff shall complete at least 16 hours of a basic assaultive behavior and prevention training course prior to their participation in the containment, seclusion, and/or restraint of a child. The staff shall also participate in a four-hour review course every six months.
- 4.3.2 Safe administration of psychotropic medication and recognition of possible side effects.
- 4.3.3 Children's personal rights, including the child's right to fair and equal access to all available services, placement, care, treatment and benefits.
- 4.3.4 Children's right 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.
- 4.3.5 Children's right to due process rights and procedures for accessing due process and personal rights.
- 4.3.6 The Shared Core Practice Model provided by a DMH-approved trainer.
- 4.3.7 Dynamics of child abuse and neglect, and reporting requirements.
- 4.3.8 Emergency and safety procedures including, but not limited to, fire drills and disaster plan procedures.

#### 4.4 Child Care/Social Work/Mental Health Staff Duties:

- 4.4.1 The CONTRACTOR shall schedule social work and mental health professional staff to be present at the facility when the children/youth are normally present and awake.

- 4.4.2 At least one facility manager shall be present at the facility at all times that children/youth are present.
- 4.4.3 The CONTRACTOR's staff shall provide a program of treatment services in the Client Coordinated Services Plan (CCCP) for each Placed Child/Youth and his/her family in accordance with their DMH contract, as described in the CONTRACTOR's Program Statement, and as agreed to with the Child and Family Team and County Worker in the Needs and Services/ Case Plan. A CCCP for the CONTRACTOR's mental health treatment program services is attached to the Contract as Exhibit HH.

## 5.0 THE TREATMENT TEAM

5.1 The purpose of the treatment team is to coordinate this plan with the child/youth's CFT/MDT so that each adult having contact with the child/youth fully understands the plan, his/her part in it, and the nature of his/her intervention with the Placed Child/Youth.

5.2 The treatment team shall be led by the CONTRACTOR's mental health professionals in charge of the Needs and Services Plan/Quarterly Report and include appropriate mental health professional and social work staff, facility managers, child care and supervision staff, the Placed Child/Youth, the County Worker and, as appropriate, CFT/MDT.

5.3 Relationship with the Child and Family Team/Multidisciplinary Teams

The CONTRACTOR must provide a Professional Treatment Team for all Children/Youth in the CTF. In addition, Children/Youth under DCFS will also have a Child and Family Team (CFT) and those under Probation will have a Multidisciplinary Team (MDT). The CONTRACTOR must ensure that the members of its Professional Treatment Team will collaborate with and participate in the CFT and MDT.

5.4 Duties of the Treatment Team:

5.4.1 The treatment team shall, within 15 Days of the date of initial placement, develop a comprehensive, individualized, Needs and Services Plan that: (a) meets the needs of the Placed Child/Youth; (b) is complementary to and consistent with the plan developed by the CFT/MDT;(c) contains goals; (d) treats the identified needs of the Placed Child/Youth;(e) is outcome-based, specific, measurable, and attainable;(f) has a specific time frame for each deliverable.

5.4.2 The treatment team shall determine and communicate the role of each person having contact with the Placed Child/Youth to enact the Needs and Services Plan.

- 5.4.3 The treatment team shall determine the Placed Child/Youth's progress or lack of progress, including in independent living skills, and adjust the Needs and Services Plan accordingly.
- 5.4.4 The treatment team shall discuss and formulate the behavior management and intervention plans to which each Placed Child/Youth best responds.
- 5.4.5 The treatment team shall determine the expected duration of each use of secure containment.
- 5.4.6 Every 30 Days, the treatment team shall review and determine, with the CFT/MDT, the Placed Child/Youth's progress towards his/her discharge goals, and readiness for transition to alternative placement settings, or the Placed Child/Youth's need for continuing CTF Services.

## **PART C – SERVICE DESCRIPTION**

### **1.0 SERVICE DELIVERY SITES**

- 1.1 CONTRACTOR's Services, including Subcontractors' Services, shall be delivered at the locations specified on Exhibit Z - Service Delivery Sites.
- 1.2 CONTRACTOR shall request, in writing, approval from the DCFS Out-of-Home Care Management (OHCMD) Division Chief, or Probation Department Placement Permanency & Quality Assurance (PPQA) Director, or their 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 PPQA Unit Director or designee.

### **2.0 SCOPE OF WORK**

#### **2.1 Movement of Children/Youth:**

##### **2.1.1 Prior Authorization for Movement of Children/Youth:**

The CONTRACTOR may move a DCFS or Probation Placed Youth from one program component to another within the CONTRACTOR's agency or from a non-secure section of the facility to a secure section only after receiving prior authorization from the Placed Child/Youth's County Worker, the County Worker's supervisor, the County Worker's administrator, and/or the Placed Child/Youth's Conservator except in cases of emergency. The CONTRACTOR shall document the name of the approving the County worker or administrator and place it in the Placed Child/Youth's record.

- 2.1.2 COUNTY shall not unreasonably withhold or delay authorization for the CONTRACTOR to move a Placed Child/Youth from one component or one section of the facility to another.

- 2.1.3 CONTRACTORS with programs consisting of both a CTF and a psychiatric component shall also inform the Child/Youth'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/Youth was moved from/to and the (b) start/stop AFDC-FC budget dates for the CTF program component.

##### **2.1.4 Emergency Movement of Children/Youth:**

For DCFS and Probation, in the event of an emergency, the CONTRACTOR may move a Placed Child/Youth 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/Youth or others in the CTF.

2.1.4.1 For DCFS, the CONTRACTOR shall notify either the Placed Child/Youth's CSW (Children's Social Worker), 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/Youth is moved. The CONTRACTOR shall then discuss the situation with the CSW or the CSW's supervisor and document the conversation and decision in the Placed Child/Youth's record.

2.1.4.2 For Probation, in the event of an emergency, the CONTRACTOR shall contact the DPO of record, THE DPO's Supervisor, or the DPO's Director, and the PPQA Group Home Monitoring Officer of the Day at (323) 537-6297, during normal working hours. The Director of PPQA and/or Residential Based Services are to be contacted for after-hour emergencies. Notification shall be made as soon as possible but no later than 24 hours after the Placed Child/Youth is moved.

2.1.4.3 CONTRACTORs with programs consisting of both a CTF and a psychiatric component shall also inform the child/youth'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/youth was moved from/to and the (b) start/stop AFDC-FC budget dates for the CTF program component.

## 2.2 Safe Environment:

2.2.1 The CONTRACTOR shall maintain an environment that poses no safety risks indoors or outdoors and that is clean, free from hazards and in compliance with CCLD standards.

2.2.2 The CONTRACTOR shall monitor for compliance that children/youth are not: (1) exposed to second-hand smoke; and (2) permitted to use any tobacco products under any circumstances; and (3) given access to or consume any alcoholic beverages, un-prescribed narcotics, illegal drugs, or weapons under any circumstances

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

### 2.3 Requirements for Vehicles Used to Transport Children/Youth:

2.3.1 The CONTRACTOR shall: (1) provide safe, insured vehicles(s) in good repair to provide adequate transportation for Children/Youth; and (2) abide by all applicable federal and state laws and regulations in transporting Children/Youth.

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

### 2.4 CONTRACTOR's Responsibilities for Children/Youth Off-Grounds:

#### 2.4.1 Pre-Approval by County Worker:

The CONTRACTOR's staff shall know the whereabouts of Children/Youth who are off grounds and be able to identify who is responsible for supervision. Children/Youth 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 template and the CONTRACTOR or designee agrees.

#### 2.4.2 Maintenance of Sign-in/Sign-out Logs:

2.4.2.1 The CONTRACTOR shall maintain a detailed sign-in/sign-out log for Children/Youth who leave the facility for any reason other than regularly scheduled work, school, or group activities of the CONTRACTOR. This log shall include the name of the child, his/her destination, the time he/she left the facility, the anticipated time of return, 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 has authorized unsupervised passes).

2.4.2.2 The CONTRACTOR shall maintain a daily log of all visitors that includes the following information: (1) visitor's name; (2) verification of the visitor's identity; (3) name of the Child/Youth they are visiting; and (4) the arrival and departure times.

### 2.5 Suicidal or Homicidal Behaviors:

2.5.1 The CONTRACTOR shall ensure that all Placed Children/Youth presenting with suicidal and/or homicidal ideations or behaviors will be immediately assessed and referred to the appropriate authorized representatives (i.e., ACCESS/Psychiatric Mobile Response Team 1-800-854-7771; local law enforcement; and/or other Lanterman-Petris-Short designated personnel).

The CTF staff shall contact the County Worker or Supervisor as soon as practicably possible but no later than 24 hours after assessment.

2.5.2 The CONTRACTOR shall ensure that all Placed Children/Youth with a reported history of suicidal or homicidal ideations or behaviors will receive timely and appropriate mental health assessment and services, including crisis intervention when necessary.

2.5.3 Resulting safety plans or treatment plans from any suicidal or homicidal assessment are to be documented in case file and, may necessitate an update of the NSP.

## 2.6 Physically Aggressive or Sexual Behaviors Between Placed Children/Youth:

2.6.1 The CONTRACTOR shall ensure that all Placed Children/Youth are sufficiently supervised at or above State standards and the CTF Staffing Plan, including additional staff when assessed as necessary, in order to prevent any physical injury or harm from other CTF Placed Children/Youth.

2.6.2 The CONTRACTOR shall ensure that all Placed Children/Youth are sufficiently supervised at or above State standards and the CTF Staffing Plan, including additional staff when assessed as necessary, in order to prevent sexual activity with other CTF Placed Children/Youth.

2.6.3 The CONTRACTOR shall ensure that all Placed Children/Youth with a reported history of aggressive and/or self-harming behaviors shall have a safety plan and/or identified protective measures incorporated into their NSP to include, but not limited to, mental health services and education to address such behaviors.

2.6.4 The CONTRACTOR shall ensure that all Placed Children/Youth that are sexually active or have a history of inappropriate sexualized behaviors shall have a safety plan and/or identified protective measures incorporated into their NSP that include, but are not limited to, medical, mental health services and education to address such behaviors.

## 2.7 Restraint and Seclusion:

The CONTRACTOR shall comply with the requirements of: (1) the California Health and Safety Codes 1180-1180.6 (Exhibit U); (2) the California Code of Regulations, Title 9, Chapter 11, Section 1929; and (3) CDSS Manual of Policies and Procedures, Title 22, Division 6, Chapter 5 – Group Homes, Sub-Chapter 1. Community Treatment Facilities, Section 84175.2 – Restraint and Seclusion.

## 2.8 Special Incident Reporting Via the I-Track System:

2.8.1 The CONTRACTOR shall report all reportable incidents – to DCFS and Probation via the I-Track web-based system by accessing the following site: <https://itrack.dcms.lacounty.gov>.



2.8.2 For Probation youths, the CONTRACTOR shall also report incidents by telephone to the Placement Permanency & Quality Assurance (PPQA) Group Home Monitoring Officer of the Day (OD). Failure to report via the I-Track system may result in further action as described in Exhibit M – Community Treatment Facility Contract Investigation/Monitoring/Audit Remedies and Procedures.

2.9 Runaway Procedures:

Attempts by CONTRACTOR to locate a runaway child/youth shall include:

2.9.1 Immediately calling DCFS/Probation.

As soon as it has been discovered that a child/youth has run away, call and e-mail the CSW/DPO or their supervisor. For Probation youth, please call the Placement Administrative Services AWOL OD. For DCFS Youth, if it is after hours or on the weekend, and the CSW or their supervisor cannot be reached, call the DCFS Child Protection Hotline at 1-800-540-4000. Any assistance that can be provided to the case-carrying County worker about neighbors, friends of the child/youth, school officials and family members would be helpful in gathering more information.

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

2.9.2 Immediately calling law enforcement and filing a Missing Persons' Report. Have the phone number of your nearest law enforcement agency on hand. Law enforcement will need a physical description of the minor and any distinguishing physical characteristics. Photographs may be released to law enforcement only in an effort to expedite the location of the child/youth. Identifying information for law enforcement shall include a photograph of the child/youth, description of clothing when last seen, date of birth, last location of the child/youth and any distinguishing marks

2.9.3 Within 72 hours, sending the Missing Person's Report and reporting number to the CSW/DPO. When reporting a runaway, fill out an I-Track Special Incident Report. Cross report to Community Care Licensing, Probation PPQA Group Home Monitoring, the DCFS Out-of-Home Care Management Division, Runaway Outreach Unit, and to the CSW/DPO. Be sure to include the time and date the child/youth was last seen and any significant details leading up to the incident.

2.9.4 Keeping all copies of reports and documentation for at least 6 months.

**Important numbers to have on hand:**

CSW/DPO  
 CSW/DPOs' supervisor  
 Child Protection Hotline: 1 (800) 540-4000  
 DCFS Runaway Outreach Unit: (213) 351-0271  
 Probation Placement Administrative Services AWOL Officer of  
 the Day (323) 730-4466  
 Probation PPQA Group Home Monitoring Officer of the Day (323)  
 537-6297  
 Closest law enforcement agency  
 DMH Access Line (800) 854-7771

2.10 Permanency Plans Documented in the Needs and Services Plan:

- 2.10.1 The CONTRACTOR shall facilitate the implementation of any permanent placement plan determined by the COUNTY for a Placed Child/Youth under the CONTRACTOR's care.
- 2.10.2 The CONTRACTOR shall document on the CONTRACTOR's intake form for all Children/Youth the Placed Child/Youth's permanency plan as provided by the County Worker. The CONTRACTOR shall work with the County Worker to ensure that a permanent plan of reunification, adoption, relative guardianship, other legal guardianship or enduring connections and supports into adulthood is part of the Needs and Services Plan.
- 2.10.3 If the permanency plan for the Placed Child/Youth is for family reunification, the CONTRACTOR shall assist COUNTY in reunification efforts by: (1) facilitating visits of the Placed Child/Youth with the family consistent with the orders of the court and the Needs and Services Plan; (2) offer and/or support other reunification services such as family counseling; and (3) to the extent possible, arranging the Placed Child/Youth's transportation and the monitoring of visits at the facility as needed.
- 2.10.4 If the permanency plan is for adoption, the CONTRACTOR shall participate with County Worker to assess both the strengths and special needs of a Placed Child/Youth, to assist in determining an appropriate adoptive home.
- 2.10.5 The CONTRACTOR shall facilitate the Placed Child/Youth's involvement in adoption-related activities and visits with prospective adoptive families. The CONTRACTOR shall provide counseling, support, and education for the Placed Child/Youth in making decisions and transitions related to adoption.
- 2.10.6 The COUNTY shall provide information, and the CONTRACTOR shall be fully informed, about the Adoption Assistance Program and the differences between legal guardianship, adoption and foster care.

2.10.7 If the permanency plan is for relative legal guardianship or other legal guardianship, the CONTRACTOR shall assist the COUNTY by: (1) facilitating visits and arranging transportation of the Placed Child/Youth with the legal guardian/proposed legal guardian consistent with the Needs and Services Plan; (2) offering support Services such as family counseling to the legal guardian/ proposed legal guardian; (3) monitoring visits with the legal guardian/proposed legal guardians as needed.

2.10.8 The CONTRACTOR shall, to the fullest extent possible, participate in CFT/MDT in developing or revising the NSP for Placed Children/Youth. The CONTRACTOR and the County Worker will provide as much advance notice of the meetings as possible to all relevant participants.

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

## 2.11 Visitation Plan:

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

### 2.11.1 Family Visitation:

All visits between the Placed Child/Youth, their family, and others as approved by the placing agency, are to follow DCFS *Family Visitation Guidelines*, which is attached as Exhibit AA. Key requirements include:

- (a) Family Visitation Plans (FVPs) shall be developed by the CFT/MDT consistent with the dependency and criminal court orders and in consultation with CTF professional clinical team.
- (b) Frequency and length of visitation should correspond to the child/youth's age, developmental stage, mental health needs and be consistent with the family's permanency goal; and
- (c) The FVP must provide for regular and frequent visitation between siblings, unless inappropriate or limited by court order.
- (d) The CONTRACTOR shall honor the visitation rights of the Placed Child/Youth at all times unless one of the following two conditions exists: (1) The FVP developed by the CFT/MDT specifically prohibits or restricts visitation rights based upon existing court orders, legal authority, and/or documented safety or treatment concerns such as the belief that the visits would be of detriment to the child/youth; or (2) a specific court order is in effect which prohibits or restricts the visitation rights of the child/youth.

- (e) The CONTRACTOR shall facilitate a Placed Child/Youth's visitation with prospective foster or adoptive parents as requested by the COUNTY.
- (f) For a Probation foster youth, the CONTRACTOR shall have written permission from the DPO of record to permit home or Community passes.

#### 2.11.2 CTF Child Care Staff Requirements in FVP:

CTF child care staff is required to:

- (a) ensure the well-being of the child/youth including the provision of emotional support;
- (b) comply with the finalized and/or court approved FVP;
- (c) participate in the CFT/MDT meeting to develop and review the FVP as appropriate;
- (d) be familiar with the Case Plan;
- (e) inform the CSW/DPO of any problems in complying with the FVP (scheduling conflicts, etc);
- (f) respect the importance to the child/youth of his/her family, and make every effort to ensure communication/interaction between the child/youth and the family to the greatest extent possible. Where appropriate and not limited by court orders, this communication/interaction should include phone calls, mail and e-mail;
- (g) accommodate adjustments to the FVP to the greatest extent possible;
- (h) maintain contact with the CSW/DPO regarding visitation progress. This should include an objective description of the child/youth's behavior before and after visitation;
- (i) maintain objectivity, and remain committed to the permanency plan;
- (j) share with the parent any changes or concerns related to the child/youth's health and education;
- (k) prepare the child/youth for visits. This should include describing the location of the visit to the child/youth and what type of contact the child/youth can expect during the visit to the greatest extent possible;
- (l) dress child/youth in accordance with visitation facility (e.g., jails, drug treatment facilities) regulations as informed by the CSW/DPO or the facility;
- (m) provide transportation as negotiated in the FVP; and
- (n) notify CSW/DPO of any unplanned contacts between the child/youth and parent or caregiver and parent.

#### 2.12 Identifying, Developing, and Maintaining Important Relationships:

- 2.12.1 The CONTRACTOR shall ensure that in the NSP, a process will be outlined in collaboration with the CFT/MDT to assist the Placed Child/Youth in identifying, developing and maintaining important relationships, provided that these relationships are in the Placed Child/Youth's best interests and are consistent with COUNTY Case Plan.
- 2.12.2 The CONTRACTOR shall collaborate with the County Worker and the CFT/MDT in identifying these individuals as potential permanency resources.
- 2.12.3 The CONTRACTOR shall appoint a mentoring liaison and partner with existing mentoring programs or develop their own mentoring resources to enable children 10 years of age and older to develop a connection with a caring adult, when important relationships are lacking
- 2.12.4 For a Placed Youth 16 years of age or older, the CONTRACTOR shall assist the Placed Child/Youth and the County Worker in identifying a caring adult that will help the child/youth prepare for the transition from foster care to independent living
- 2.13 Preparation for and Notices of Discharge
- 2.13.1 All reasonable efforts shall be made to stabilize a child/youth's placement and to determine with the County Worker and the CFT/MDT whether any additional Services may be provided to the child/youth without resorting to replacement.
- 2.13.2 The CONTRACTOR shall ensure that all Placed Children/Youth placed for 30 days or longer will have a discharge planning meeting to arrange for appropriate transition to another setting.
- 2.13.2.1 The discharge plan shall identify an appropriate aftercare mental health plan.
- 2.13.2.2 The discharge plan shall be reviewed and modified as necessary so that it reflects the most current plan for the Child/Youth and his or her aftercare.
- 2.13.3 The CONTRACTOR shall ensure that all case records for any Placed Child/Youth who is over 17 years of age and who will need adult DMH placements have a documented start date for planning with DMH that is within 30 days of admission or approximately 9 months prior to discharge, whichever is the earlier date.
- 2.13.4 Prior to discharging a Placed Child/Youth, the CONTRACTOR shall, for DCFS Children, provide the DCFS Regional Administrator, DCFS Resource Utilization Management (RUM) Section Program Manager, and the Placed Child/Youth'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/youth may be provided by way of e-mail or fax.

2.13.5 Prior to discharging a Probation foster youth, the CONTRACTOR shall: (1) provide oral notice to the DPO of record and/or their supervisor regarding Notice of Intent to Discharge; and (2) send the Notice of Intent to Discharge to the DPO of Record via e-mail. When the CONTRACTOR notifies the COUNTY of issues potentially affecting the stability of a child/youth's continued placement in CONTRACTOR's program, COUNTY and CONTRACTOR shall conduct a CFT/MDT to determine whether the child/youth's placement may be stabilized and/or additional Services may be provided without removing the child/youth from the CONTRACTOR's program. CONTRACTOR shall provide Notice of Intent to Discharge no less than 30 days prior to the anticipated discharge date.

## 2.14 Intake Requirements

2.14.1 The CONTRACTOR shall (1) arrange for a visit to the proposed CTF site and/or interview the child/youth at his/her current location prior to the child/youth's placement whenever possible; (2) request from County Worker information regarding any known or suspected dangerous behavior of the referred child/youth; (3) discuss the type of services the referred child/youth requires; and (4) provide the County Worker information relating to any child/youth abuse/neglect referrals and/or allegations which have been made concerning the proposed GH site/staff and describe what action the CONTRACTOR has taken in response to such referrals/allegations.

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

2.14.2.1 CONTRACTOR shall give in-county DCFS/Probation Placed Children/Youth first consideration in filling all vacancies.

2.14.2.2 CONTRACTOR shall notify the DCFS Out-of-Home Care Division and the DCFS Office of the Medical Director, and/or the Probation Placement Administrative Services (PAS) Director whenever a vacancy appears imminent.

2.14.2.3 CONTRACTOR shall not fill any vacancy without the approval of the DCFS Office of the Medical Director, the Probation PAS Director, and Department of Mental Health.

## 2.14.3 Assessment and Acceptance of Referred Children/Youth:

2.14.3.1 The CONTRACTOR'S mental health professional staff shall assess the program's ability to: (1) provide the required Services to meet the child/youth's needs based upon the information received from the child/youth's County Worker; and (2) facilitate family participation in treatment as appropriate based upon the information received from the child/youth's County Worker.

2.14.3.2 If the CONTRACTOR determines that a referred child/youth does not meet the CONTRACTOR's program criteria or is not compatible for the available vacancy, the 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 the CONTRACTOR's designee to the DCFS OHCM Division Chief or designee or the Probation PAS Director or designee within one week.

2.15 Orientation of Newly Placed Children/Youth:

2.15.1 Within 72 hours of intake, the CONTRACTOR shall provide to, and discuss with, each newly Placed Child/Youth, in an age-appropriate manner, a comprehensive overview of the CONTRACTOR'S program and procedures, including the personal rights information in the LIC 613 B, Personal Rights form (Exhibit A-IV); the Foster Youth Bill of Rights (Exhibit A-I); WIC Section 16001.9; and Health and Safety Code, Section 1522.41(a-c) (Exhibit F).

2.15.2 Children/Youth also have the following rights:

2.15.2.1 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; and

2.15.2.2 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 post secondary education.

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

2.15.3.1 Such overview shall also include: (1) opportunities for achievement; (2) career/vocational and job training; (3) life-skills training; (4) recreation; (5) educational options; (6) religious, spiritual, or ethical development in the Placed Child/Youth's faith or the faith of his/her parents' choice; (7) identification of Placed Child/Youth's CTF mental health professional and/or social worker; (8) Placed Child/Youth'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.

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

## 2.16 Needs and Services Plan/Quarterly Report (NSP) Procedures

2.16.1 The CONTRACTOR shall use the standardized Needs and Services Plan/Quarterly Report electronic template (NSP) that DCFS, Probation, CCLD, and the CONTRACTORS have developed collaboratively. (Exhibit A-Va).

2.16.1 Probation uses the PROB 1385, Probation Foster Care Case Plan (FCCP), for the Needs and Services Plan (Exhibit A-V). DCFS uses the DCFS 709, Foster Child's Needs and Case Plan Summary (Exhibit A-V), in the development of the Needs and Services Plan portion of the Needs and Services Plan/Quarterly Report template. The PROB 1385 (FCCP) and the DCFS 709 are not to serve as the Needs and Services Plan itself.

2.16.2 The CONTRACTOR's social worker, in collaboration with the Treatment Team, the County Worker (or authorized County representative) and the CFT/MDT shall develop a comprehensive, individualized Needs and Services Plan/Quarterly Report within 15 Days of the date of initial placement. The NSP shall be comprehensive with specific, measurable, attainable, and time-limited objectives; address the Placed Child/Youth's long-term and short-term goals; provide a plan to treat the identified needs; and are consistent with the case plan.

2.16.4 All required signatures (youth, treatment team, placement worker, CFT/MDT, other relevant representative/s) shall be obtained for all initial NSPs within five business days of development. If the County Worker is not present at the development of the NSP, the CONTRACTOR shall submit a copy of the NSP and a request for signature to the County Worker and County Supervisor notifying them of the signature due date via e-mail in a reasonable time within the five business days.

2.16.5 The CONTRACTOR shall ensure that: (1) the Placed Child/Youth, age and maturity permitting, his/her authorized representative and the CFT/MDT are offered the opportunity to participate in the development of and any modifications to the Needs and Services Plan and (2) the County Worker gives written approval of the Needs and Services Plan and any modifications



2.16.6 The Needs and Services Plan portion of the Needs and Services Plan/Quarterly Report template shall be updated 30 days from the date of placement and every 30 days thereafter and developed in conjunction with a CFT/MDT meeting every 30 days at a minimum.

2.16.7 Updates/modifications to the Needs and Services Plan portion of the Needs and Services Plan/Quarterly Report template shall address: (1) the Placed Child/Youth's need for continuing Services; (2) the need for modification in Services; and (3) the recommendation of the GH staff regarding the feasibility of the Placed Child/Youth's return to his/her home, placement in another facility, or move to independent living. Copies of the modifications of the Needs and Services Plan/Quarterly Report shall be provided to the Placed Child/Youth and the CFT/MDT, age and maturity permitting, within five business days of the end of the quarter. Copies of the modifications of the Needs and Services Plan/Quarterly Report shall be provided to the County Worker within ten business days of the end of the quarter.

2.16.8 The CONTRACTOR shall ensure that the identified services documented in the NSP are implemented timely to assist the Placed Child/Youth in meeting his or her NSP goals.

## 2.17 Participation by the Placed Youth and the CFT/MDT Members

2.17.1 The CONTRACTOR shall ensure that: (1) the Placed Child/Youth, maturity permitting and the CFT/MDT are offered the opportunity to participate in the development of and any modifications to the NSPs, (2) the County Worker gives written approval of the NSPs and any modifications thereto, and (3) the Placed Child/Youth, maturity permitting, and the County Worker receive copies of the approved NSPs and any modifications thereto.

2.17.2 The Placed Child/Youth's case file shall include complete documentation of all attempts to comply with the above (dates, times, method of attempt, escalation and results.)

## 2.18 The Health and Education Passport:

2.18.1 For DCFS and Probation, the Health and Education Passport (HEP) consists of four sections: (1) placement documents; (2) medical, dental, and immunization documents; (3) educational documents; and (4) enhancement and other documents such as photos, awards, honors and Life Book items [filed after the educational documents].

2.18.2 The County Worker will provide the CONTRACTOR with all educational information and reports in their possession to be contained in the Placed Child/Youth's file folder 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/Youth'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 file folder, see the SOW, Sub-section 2.2.2.1 below.)

2.18.3 The CSW shall provide a file folder within thirty (30) Days of initial placement of a child/youth in foster care. If the child/youth has already been placed elsewhere and is moved to CONTRACTOR's facility, the file folder is to be provided within 48 hours of placement. If the file folder is not provided within the required timeframe, the CONTRACTOR shall: (1) initiate the file folder information (See Exhibit I, WIC Section 16010); and (2) immediately report lack of receipt of the file folder to and request it from DCFS Regional Administrator via e-mail. If the Probation HEP file folder is not provided by Placement Administrative Services (PAS) staff at the time of placement, the CONTRACTOR shall follow the same procedure as for DCFS, but the CONTRACTOR shall notify the Placement Administrative Services (PAS) Resource Control Unit via e-mail. The CONTRACTOR shall not be held responsible in an audit or monitoring review for failure to have documents that were in existence at the time of placement but were not provided to the CONTRACTOR by the COUNTY.

2.18.4 The CONTRACTOR shall provide the updated HEP to the County Worker at the time the Placed Child/Youth departs from the CONTRACTOR's program. If the County Worker is not present at the time of Placed Child/Youth's departure, the CONTRACTOR shall provide the HEP within forty-eight (48) hours to: (1) the CSW or the CSW's office for DCFS; or (2) PAS Resource Control Unit for Probation. The CONTRACTOR shall update and be responsible for the HEP-information only during the course of the placement.

## 2.19 Educational Requirements

### 2.19.1 Identification of Public and Non-Public Schools

The CONTRACTOR shall, in conjunction with the educational rights holder: (1) enroll the Placed Child/Youth into school within three school-days of placement, in accordance with all applicable state laws and regulations; and (2) throughout the term of the placement, ensure the educational needs of the youth are met as identified in the NSP and any existing IEP.

### 2.19.2 Participation in Placed Child/Youth's School Program

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

educational level, behavior, assessment of strengths and weaknesses, and the overall academic achievement; and (3) if Placed Child/Youth attends school off-site and if deemed appropriate, arrange appropriate transportation to and from school and after-school activities,.

2.19.2.2 The CONTRACTOR shall provide sufficient computers in good operating condition.

2.19.2.3 The CONTRACTOR shall ensure that each Placed Child/Youth receives school photos and uniforms when appropriate. The CONTRACTOR shall ensure that each Placed Child/Youth is given the opportunity to attend any planned end-of-school year functions and graduations.

## 2.20 Educational Assessments by the Foster Youth Services Program:

The CONTRACTOR shall allow educational counselors/staff from the Foster Youth Services Program (FYS) to interview a Placed Child/Youth and review the Health and Education Passport to do an educational assessment.<sup>1</sup>

## 2.21 Career/Workforce Readiness Requirements:

### 2.21.1 The Transitional Independent Living Plan (TILP)

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

### 2.21.2 Cooperation with the COUNTY Youth Development Services Program

The CONTRACTOR shall cooperate and facilitate participation by Youth ages 14 years and older in COUNTY approved youth development services equivalent to the County Youth Development Services Program. The County Worker shall make every effort to provide the CONTRACTOR with at least two weeks notice of acceptance to the program.

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<sup>1</sup> The Foster Youth Services (FYS) is a collaboration of a number of private and public agencies lead by the Los Angeles County Office of Education (LACOE) and including DCFS, Probation, DMH, and Department of Health Services to address the issues of every child living in a CTF. Questions about this program may be directed to LACOE FYS (562) 922-6507.

### 2.21.3 Preparation for Independent Living

2.21.3.1 The CONTRACTOR shall develop an individualized plan for each Placed Child/Youth to provide the Placed Child/Youth the opportunity to learn basic living skills and shall facilitate participation by Children/Youth, age 16 and older, in COUNTY approved youth development services equivalent to the County's Youth Development Services Program. The 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.

2.21.3.2 The CONTRACTOR shall teach the Placed Child/Youth how to set short-term and long-term goals and objectives appropriate to the developmental level of the Placed Child/Youth. The CONTRACTOR shall discuss possible short-term and long-term goals and objectives with the Placed Child/Youth 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/Youth for aging out and adulthood, and, where the permanency plan is for family reunification, return to his/her family.

### 2.22 Health and Medical Requirements:

#### 2.22.1 Health Portion of the Health and Education Passport

For DCFS and Probation, the Health and Education Passport is to be organized as detailed in Section 2.18 above.

2.22.1.1 County Worker will provide CONTRACTOR with all medical information and reports in their possession to be contained in the Placed Child/Youth's HEP file folder, at the time of placement subject to confidentiality law restrictions. The CONTRACTOR shall update the health portion of the Placed Child/Youth's file folder during the course of treatment by following the instructions included on the Child Health Disability Prevention Program (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 file folder, see the SOW, Section 2.19 above.)

#### 2.22.2 Medical, Dental, and Psychiatric Needs:

The CONTRACTOR shall arrange for the necessary medical, dental, and psychiatric needs of the Placed Child/Youth to be met in accordance with the Child Health Disability Prevention Program (Exhibit A-III, Requirements for Medical/Dental Exams for Children/Youth), and the Medi-Cal program, The 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.

- 2.22.2.1 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://publichealth.lacounty.gov/cms/provider\\_finder.htm](http://publichealth.lacounty.gov/cms/provider_finder.htm), (2) contact the Placed Child/Youth's County Worker, (3) contact a DCFS/Probation\_Public Health Nurse, or (4) contact the DCFS Medical Director's Office at (213) 351-5614.
- 2.22.2.2 The CONTRACTOR shall have plans for emergency medical and dental treatment of a Placed Child/Youth
- 2.22.2.3 The CONTRACTOR's licensed mental health professional staff shall complete the admissions assessment within five calendar days of admission and submit a copy to the County Worker within 10 working days of the completion of the assessment.
- 2.22.2.4 The CONTRACTOR shall ensure that all Placed Children/Youth needing mental health as identified in the NSP receive timely mental health assessments and/or services consistent with the identified needs and in accordance with the CONTRACTOR's DMH contract.
- 2.22.2.5 The CONTRACTOR will document that the Placed Child/Youth has been informed that all medical, dental and mental health service, including psychotropic medications are voluntary.

#### 2.22.3 Reimbursement for Medical, Dental and Psychiatric Costs:

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

2.21.3.2 To the extent reimbursed by Medi-Cal or private insurance or otherwise reimbursed by the COUNTY he CONTRACTOR shall ensure that each Placed Child/Youth 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.

#### 2.22.4 Administration of Prescription and Non-Prescription Medications

The 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/youth's replacement, the CONTRACTOR shall give any medications and court authorizations for the administration of psychotropic drugs to the County Worker.

#### 2.22.5 Procedures for Psychotropic Medications

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

2.22.5.2 The 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 at least every six months if not specified on the court order. (Exhibit A-X - Administration of Psychotropic Medicines to DCFS supervised children/youth). Upon receipt from the County Worker or physician, the CONTRACTOR shall maintain copies of the court-ordered Psychotropic Medication Authorizations (PMAs) in the Placed Child/Youth's case record.

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

## 2.22.6 Secure Storage of Records

2.22.6.1 The 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.

2.22.6.2 The CONTRACTOR shall ensure safety and access to all case records to the fullest extent possible even in time of emergencies or natural disasters.

## 2.23 Emergency Intervention Plan:

2.23.1 The CONTRACTOR shall have an emergency intervention plan for a Placed Child/Youth

2.23.2 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/Youth needs an emergency psychiatric assessment for possible emergency psychiatric hospitalization; the CONTRACTOR shall contact DMH Access (1-800-854-7771).

## 2.24 Readmission of a Child/Youth Referred to a Psychiatric Hospital:

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

2.24.2 CONTRACTOR shall be included in all COUNTY meetings regarding Children/Youth in psychiatric hospitals, according to Departmental procedures.

## 2.25 Transportation Requirements:

2.25.1 No Placed Child/Youth shall miss going to school or medical appointments for reasons that the CONTRACTOR does not provide or arrange transportation. The CONTRACTOR shall arrange transportation to activities as agreed to by the CONTRACTOR in the Needs and Services Plan/Quarterly Report. These activities may include school, youth development activities, teen clubs, place of

child/youth'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/Youth's or family's preference, sibling visits, etc. This can include teaching the Placed Child/Youth to take public transportation, and arranging transportation with other care providers or outreach advisors, County Workers, etc.

2.25.2 The CONTRACTOR shall provide transportation and transportation expenses as outlined in the CONTRACTOR's Program Statement.

2.25.3 The CONTRACTOR shall also transport Probation foster youth to all court appearances.

## 2.26 Planned Leisure, Extracurricular, Enrichment and Social Activities

2.26.1 CONTRACTOR shall establish a policy which promotes and protects the ability of Children/Youth who are dependents of the court to participate in age-appropriate extracurricular, enrichment, and social activities as determined by the CONTRACTOR's Professional Treatment Team and CFT/MDT to be safe and appropriate for each child/youth..

2.26.2 The 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 Children/Youth as appropriate.

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

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

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



2.26.6 The CONTRACTOR will in collaboration with the CFT/MDT facilitate the development of healthy relationships with significant adults that can provide supportive and enduring connection for the Placed Child/Youth.

## 2.27 Healthy Diet, Dietary Needs and Food Storage

2.27.1 The CONTRACTOR shall provide a minimum of three nutritious and balanced meals and at least two healthy snacks throughout the day unless specified otherwise in the Needs and Services Plan/Quarterly Report. The CONTRACTOR shall provide for the special dietary needs of the Placed Child/Youth 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. The CONTRACTOR shall inform the County Worker when special dietary needs arise due to medical problems/conditions.

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

## 2.28 Clothing

### 2.28.1 Clothing Records

The CONTRACTOR shall maintain for each Placed Child/Youth: (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/Youth's clothing supply.

### 2.28.2 Clothing Supply and Allowance

2.28.2.1 The CONTRACTOR shall provide each Placed Child/Youth the amount of clothing listed in the Clothing Standard within the timeframes stated in the DCFS 2281 Clothing Standard (Exhibit A-IV).

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

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

2.28.2.4 After reaching the Clothing Standard, the Placed Child/Youth 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/Youth account and shall accompany the child/youth when the child/youth's placement is terminated.

### 2.28.3 Special Clothing Needs

The CONTRACTOR shall plan with the Placed Child/Youth 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.

### 2.28.4 Payment for Clothing

The CONTRACTOR shall provide each Placed Child/Youth with clothing without requiring the Placed Child/Youth 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 within the CONTRACTOR's budget for sufficient clothing, the Placed Child/Youth may purchase the desired item(s) with his /her own non-clothing funds.

### 2.28.5 Clothing Fit, Appropriateness, Selection, Cleaning, Mending and Storage

2.28.5.1 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 the CONTRACTOR provide used/second hand underwear or shoes. The CONTRACTOR may use donations of new clothing to achieve the Clothing Standard. The Placed Child/Youth shall be involved in the selection of clothing based on the developmental level of the child/youth. The clothing is the property of the Placed Child/Youth and shall be retained by the Placed Child/Youth or his/her representative upon termination of placement. The CONTRACTOR shall provide for laundry, dry cleaning, and mending of clothing. The CONTRACTOR may label a Placed Child/Youth's clothing for identification purposes.

2.28.5.2 The CONTRACTOR shall provide for the storage and security of each Placed Child/Youth's clothing during the entire term of placement. The 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.

### 2.28.6 Collection and Storage of Personal Belongings at Termination of Placement

2.28.6.1 When the Placed Child/Youth is discharged, the CONTRACTOR shall ensure that the Placed Child/Youth's clothing and personal belongings accompany the Placed Child/Youth to the next placement. If the Placed Child/Youth runs away, the 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.

2.28.6.2 After 14 days, the 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.

2.28.6.3 For the Probation Placed Child/Youth, the 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.

## 2.29 Linens, Hygiene and Personal Care Items;

### 2.29.1 Linens

The 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.

### 2.29.2 Hygiene and Personal Care Items

2.29.2.1 The CONTRACTOR shall: (1) supply each Placed Child/Youth, initially and replace as needed, with new personal hygiene and personal care items. These shall include the Placed Child/Youth'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.

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

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

## 2.30 Personal Allowance and Earnings

### 2.30.1 Personal Allowance

2.30.1.1 The 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: \$5.00 (9-13 years); and \$7.00 (14-17 years) per week, starting with the first full week of placement. Allowances may be increased beyond the

base amount according to a point/levels/rewards behavior management system.

- 2.30.1.2 If a Placed Child/Youth is unable to handle money, the CONTRACTOR shall provide the Placed Child/Youth with instruction on how to handle money and put the Placed Child/Youth's money in a secure place until the Placed Child/Youth is able to handle his/her money independently.
- 2.30.1.3 The CONTRACTOR shall maintain a log indicating the date, the amount of allowance the Placed Child/Youth received, and the Placed Child/Youth's signature (when age-appropriate) upon receipt of the allowance.
- 2.30.1.4 The CONTRACTOR and the County Worker shall mutually agree on the method of securing the Placed Child/Youth's income and monitoring the Placed Child/Youth's use of funds, including the establishment of a bank account where appropriate. CONTRACTOR shall encourage Children/Youth age fourteen (14) and older to save their earnings for aging out.
- 2.30.1.5 The Placed Child/Youth's allowance, earnings, or other income may be applied toward special clothing items, tools, and other personal property above the basic Services to be provided by the CONTRACTOR herein. Beyond supervision of spending for appropriateness, age, safety, and health, the CONTRACTOR shall permit the Placed Child/Youth to spend his/her allowance, earnings, and other income in accordance with the Needs and Services Plan/Quarterly Report and as the Placed Child/Youth desires.

#### 2.30.2 Restrictions on the Placed Child/Youth's Earnings

- 2.30.2.1 CONTRACTOR may apply monetary consequences to the portion of the Placed Child/Youth's allowance that exceeds the base allowance as defined in Section 3.12.1.1 above in accordance with the Foster Youth Bill of Rights (Exhibit A-I). Youth Development Services Program incentive money is considered "income" to the Placed Child/Youth and shall not be withheld from the Placed Child/Youth by the CONTRACTOR.
- 2.30.2.2 CONTRACTOR shall maintain an account of monetary fines collected.
- 2.30.2.3 For Probation foster youth only, an agreed upon amount of Court ordered restitution may be paid from earnings.

2.30.2.4 The CONTRACTOR shall not require a Placed Child/Youth to use his/her allowance or earnings to purchase items the CONTRACTOR is responsible to provide. These items include: (1) clothing; (2) personal care/hygiene items; (3) activities [See the SOW, Section 3.12, above.]; (4) diapers, baby clothes, babysitter, etc., for child(ren) placed with a minor parent if the CONTRACTOR receives infant supplement money; (5) school supplies; and (6) meals.

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

### 2.31 Life Book and Photo Album

The CONTRACTOR shall encourage and assist each Placed Child/Youth in creating and updating a Life Book/photo album of items that relate to childhood memories. The CONTRACTOR shall ensure that the Life Book accompanies the child/youth at the time of replacement. When the County Worker is not present at the time the child/youth departs for the CONTRACTOR'S care, the CONTRACTOR will send the Life Book/Photo Album to DCFS or Probation within three (3) business days from the time of departure.

## **PART D: PERFORMANCE OUTCOME GOALS AND SUMMARY**

### **PERFORMANCE OUTCOME GOALS:**

- Children/youth shall be free from harm, abuse and neglect by self, CTF staff, other residents or volunteers
- Placed Children/Youth shall achieve timely permanency and long-term connections through reunification, adoption, legal guardianship and/or development of important relationships and supports that will last into adulthood in accordance with their permanency plan.
- Children/Youth shall improve their level of functioning in the areas of health, mental health, social behavior, academic performance/level, career/workforce readiness and other life skills planning.

\* The Outcome Performance Indicators, Targets, and Standards may be adjusted each year. The permanency data will be collected by the Department's Business Information Services Division from the CWS/CMS database to ensure accuracy.

COUNTY'S FOCUS INDICATORS	DATA AND REPORTING SOURCES	PERFORMANCE TARGETS	COUNTY ACTIONS FOR UNMET PERFORMANCE TARGETS
<p>Abuse &amp; neglect referrals and their disposition.</p>	<p>CWS/CMS referral history</p> <p>DCFS and Probation Placement Permanency and Quality Assurance (PPQA) Investigative Reports</p> <p>CCLD Citations</p>	<p>99.68% of Placed Children/Youth are free from substantiated allegations of abuse and neglect.</p>	<p>Failure to meet performance target could result in a program review and implementation of an administrative remedy(ies) as outlined in Exhibit M.</p> <p>The COUNTY maintains a zero tolerance policy for substantiated abuse and neglect of Placed Children/Youth while under the supervision of the CONTRACTOR. Each incident of substantiated abuse or neglect that occurs under CONTRACTOR'S supervision must be evaluated on a case-by-case basis to determine appropriate corrective action.</p>
<p>All staff have criminal and child abuse and neglect clearances or exemption approval from CDSS and COUNTY prior to their initial contact with Placed Children/Youth.</p>	<p>Personnel File</p> <p>Client interview notes</p>	<p>100% non-exempt persons specified in California Health and Safety Code Section 1522 – 1522.02 will have received criminal and child abuse and neglect clearances or exemption approval from CDSS and COUNTY prior to their initial contact with Placed Children/Youth.</p>	<p>Failure to meet performance target could result in a program review and implementation of an administrative remedy(ies) as outlined in Exhibit M.</p>

<p><b>COUNTY'S FOCUS INDICATORS</b></p>	<p><b>DATA AND REPORTING SOURCES</b></p>	<p><b>PERFORMANCE TARGETS</b></p>	<p><b>COUNTY ACTIONS FOR UNMET PERFORMANCE TARGETS</b></p>
<p>Reports of suicidal and homicidal behaviors</p>	<p>Child Interview notes                      Child/Youth's Case File:                      Special Incident Reports                      Needs and Services Plans</p>	<p>100 % of Placed Children/Youth presenting with suicidal and homicidal ideations or behaviors will be immediately referred to appropriate services and authorized representatives.                      100 % of Placed Children/Youth with existing and/or a history of suicidal and homicidal ideations or behaviors will receive timely and appropriate mental health assessment and services to include crisis interventions.</p>	<p>Failure to meet performance target could result in a program review and implementation of an administrative remedy(ies) as outlined in Exhibit M.                      Failure to meet performance target could result in a program review and implementation of an administrative remedy(ies) as outlined in Exhibit M.</p>
<p>CCLD citations, Out-of-Home Care Management Division and PPQA reports on physical plant deficiencies that pose safety risk.</p>	<p>CCLD Citations                      DCFS and Probation Compliance Reviews</p>	<p>100 % compliance with the Title 22 Physical Plant requirements.</p>	<p>Failure to meet performance target could result in a program review and implementation of an administrative remedy(ies) as outlined in Exhibit M.</p>



<p><b>COUNTY'S FOCUS INDICATORS</b></p>	<p><b>DATA AND REPORTING SOURCES</b></p>	<p><b>PERFORMANCE TARGETS</b></p>	<p><b>COUNTY ACTIONS FOR UNMET PERFORMANCE TARGETS</b></p>
<p>Child-to-child/youth-to-youth injuries resulting from lack of supervision that necessitate the submission of a SIR and require treatment by a health professional.</p>	<p>CCLD Citations                      Child Interview Notes                      Child/Youth Case file:                      Needs and Services Plans                      Special Incident Reports</p>	<p>98% of Placed Children/Youth are free from child-to-child/youth-to-youth injuries resulting from lack of supervision.                       100% of Placed Children/Youth with a history of aggressive behaviors shall have incorporated into their NSP a safety plan or preventive measures to include but not limited to mental health services and education to address their risk behaviors.</p>	<p>Failure to meet performance target could result in a program review and implementation of an administrative remedy(ies) as outlined in Exhibit M.</p>
<p>Child-to-Child/Youth-to-youth engaging in sexual activity resulting from lack of supervision that necessitate the submission of a SIR and may require treatment by a health and a mental health professional.</p>	<p>CCLD Citations                      Child/Youth Case file:                      Special Incident Reports                      Needs and Services Plan</p>	<p>98% of Placed Children/Youth are free from child-to-child/youth-to-youth sexual activity resulting from lack of supervision.                       100% of Placed Children/Youth engaging in sexual activity shall have incorporated into their NSP a safety plan or preventive measures to include but not limited to medical, mental health services and education to address their risk behaviors.</p>	<p>Failure to meet performance target could result in a program review and implementation of an administrative remedy(ies) as outlined in Exhibit M.</p>

<b>COUNTY'S FOCUS INDICATORS</b>	<b>DATA AND REPORTING SOURCES</b>	<b>PERFORMANCE TARGETS *</b>	<b>COUNTY ACTIONS FOR UNMET PERFORMANCE TARGETS</b>
<p>The initial Needs and Services Plans are consistent with each Placed Child/Youth's permanency needs and plan</p>	<p>DCFS Foster Child's Needs and Case Plan Summary (709)</p> <p>TILP if applicable 14 and over</p> <p>CFT/MDT assessment</p> <p>Probation Discharge Summary</p> <p>Initial Needs and Services Plans</p>	<p>100% initial Needs and Services Plans are consistent with the long term view and permanency needs and plan of each Placed Child/Youth.</p>	<p>Failure to meet performance target could result in a program review and implementation of an administrative remedy(ies) as outlined in Exhibit M.</p>
<p>The CONTRACTOR'S Participation in CFT/MDT meetings to address the issues related to the Placed Child/Youth permanency needs.</p>	<p>CFT/MDT meeting sign-in sheets</p> <p>Needs and Services Plan/Quarterly Reports</p>	<p>100 % of Placed Child/Youth will have a CFT/MDT meeting within 15 days of placement and meet every 30 days at a minimum to address the ongoing long term view and permanency needs of the Placed Child/Youth.</p>	<p>Failure to meet performance target could result in a program review and implementation of an administrative remedy(ies) as outlined in Exhibit M.</p>

<p><b>COUNTY'S FOCUS INDICATORS</b></p>	<p><b>DATA AND REPORTING SOURCES</b></p>	<p><b>PERFORMANCE TARGETS *</b></p>	<p><b>COUNTY ACTIONS FOR UNMET PERFORMANCE TARGETS</b></p>
<p>Discharge to less restrictive environment.</p> <p>Less restrictive environment is defined in order as reunification, adoption, legal guardianship; FFA certified home, licensed foster home, or lower RCL GH</p>	<p>CWS/CMS</p> <p>Child/Youth's Case File:</p> <p>Needs and Services Plan/ Quarterly Reports</p> <p>CFT/MDT meeting progress notes</p> <p>Discharge Summary</p>	<p>100% of Children/Youths placed 30 days or more will have a discharge planning meeting and will exit with an appropriate aftercare mental health treatment plan.</p> <p>100% of all case records for youth 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.</p>	<p>Failure to meet performance target could result in a program review and implementation of an administrative remedy(ies) as outlined in Exhibit M.</p>
<p>Increased placement stability.</p>	<p>CWS/CMS</p> <p>Notice of Intent to Discharge</p> <p>Child/Youth's Case File:</p> <p>Discharge Summary</p>	<p>90% or more of the total DCFS Children/Youth served per year are not replaced prematurely at the CONTRACTOR'S request.</p>	<p>Failure to meet performance target could result in a program review and implementation of an administrative remedy(ies) as outlined in Exhibit M.</p>

COUNTY'S FOCUS INDICATORS	DATA AND REPORTING SOURCES	PERFORMANCE TARGETS *	COUNTY ACTIONS FOR UNMET PERFORMANCE TARGETS
<p>The CONTRACTOR'S participation in CFT/MDT meetings to address the identified issues related to Placed Child/Youth's well being and self sufficiency</p>	<p>Child/Youth's Case File: Needs and Services Plan/Quarterly Reports TEAM meetings (i.e. CFT/MDT) sign-in sheets</p>	<p>All CONTRACTORS will participate in CFT/MDT meetings every 30 days at a minimum.</p>	<p>Failure to meet performance target could result in a program review and implementation of an administrative remedy(ies) as outlined in Exhibit M.</p>
<p>Improved level of child/youth's functioning</p>	<p>Meal Plan Child Interview notes Child/Youth's Case File: Needs and Services Plan/Quarterly Reports School Attendance Logs Report Cards Mental Health records Medical and Dental records Transitional Independent Living Plan (TILP). TEAM/CFT/MDT progress notes I-Track web-based system.</p>	<p>All CONTRACTORS will consult with a nutritionist to provide the Placed Children/Youth with a minimum of three nutritious and balanced meals, and two snacks throughout the day.</p> <p>100% of the Placed Children/Youth will improve or maintain their expected academic performance and attendance in accordance with NSP and IEP.</p> <p>(Academic performance is defined as improved grades and/or improved test scores and/or promotion to the next level and/or high school graduation and/or progress towards IEP goals, if applicable, for those children who have been placed at the CTF over 90 Days.</p>	<p>Failure to meet performance target could result in a program review and implementation of an administrative remedy(ies) as outlined in Exhibit M.</p> <p>Failure to meet performance target could result in a program review and implementation of an administrative remedy(ies) as outlined in Exhibit M.</p> <p>Failure to meet performance target could result in a program review and implementation of an administrative remedy(ies) as outlined in Exhibit M.</p>

COUNTY'S FOCUS INDICATORS	DATA AND REPORTING SOURCES	PERFORMANCE TARGETS *	COUNTY ACTIONS FOR UNMET PERFORMANCE TARGETS
	Discharge Summary	<p>Attendance is based on previous school attendance records and/or the CTF education assessment at placement.)</p> <p>100 % Placed Children/Youth receive timely medical and dental services as required and as needed.</p> <p>100% Placed Children/Youth needing Mental Health services, as identified in the NSP, receive timely Mental Health assessment and/or services consistent with the Placed Child/Youth's identified needs and in accordance with the CONTRACTOR's DMH contract.</p>	Failure to meet performance target could result in a program review and implementation of an administrative remedy(ies) as outlined in Exhibit M.
Placed Children/Youth are placed in appropriate school setting, continue his or her education in the school of origin whenever feasible or are enrolled in the new school within 3 school days.	<p>CWS/CMS</p> <p>Child's Case File:</p> <p>Needs and Services Plan/Quarterly Reports</p> <p>School records</p> <p>TEAM/CFT/MDT progress notes</p>	<p>100% Placed Children/Youth are enrolled in school within 3 school days of placement.</p> <p>All CONTRACTORS collaboratively work with the CFT/MDT in assisting the Placed Children/Youth to be enrolled in school settings consistent with their educational needs.</p>	Failure to meet performance target could result in a program review and implementation of an administrative remedy(ies) as outlined in Exhibit M.

COUNTY'S FOCUS INDICATORS	DATA AND REPORTING SOURCES	PERFORMANCE TARGETS *	COUNTY ACTIONS FOR UNMET PERFORMANCE TARGETS
Placed Children/Youth who achieved high school graduation or equivalent.	Child's/Youth's Case File:  School records	At least 90% of age appropriate Placed Children/Youth graduate with high school diploma, GED or certificate of completion.	Failure to meet performance target could result in a program review and implementation of an administrative remedy(ies) as outlined in Exhibit M.
Placed Children/Youth's participation in supplemental activities.	Child's Case File:  Needs and Services Plan/Quarterly Reports  TEAM/CFT/MDT progress notes	100% Placed Children/Youth receive supplemental education or participate in appropriate group activities as needed or requested.	Failure to meet performance target could result in a program review and implementation of an administrative remedy(ies) as outlined in Exhibit M.
Placed Children/Youth's (ages 14 and older) participation in the COUNTY'S Youth Development Services, Transitional Age Youth (TAY) services and/or equivalent programs.	Child's Case File:  Needs and Services Plan/Quarterly Reports  Transitional Independent Living Plan (TILP).  TEAM/CFT progress notes	All CONTRACTORS will facilitate the participation of 100% of Placed Children/Youth in the COUNTY'S Youth Development Services, TAY/ILP or equivalent programs.  All CONTRACTORS will ensure that support services are provided to assist Placed Children/Youth with independent living skills (i.e. money management, post secondary education, work readiness skills, etc.)	Failure to meet performance target could result in a program review and implementation of an administrative remedy(ies) as outlined in Exhibit M.

COUNTY'S FOCUS INDICATORS	DATA AND REPORTING SOURCES	PERFORMANCE TARGETS *	COUNTY ACTIONS FOR UNMET PERFORMANCE TARGETS
Placed Children/Youth have important relationships with significant adults.	Child/Youth's Case File: Needs and Services Plan/Quarterly Reports TEAM/CFT/MDT progress notes	All CONTRACTORS in collaboration with CFT/MDT will facilitate development of healthy relationships with significant adults as identified by the CFT/MDT.	Failure to meet performance target could result in a program review and implementation of an administrative remedy(ies) as outlined in Exhibit M.
Maintenance of current health and education records in binders.	Health and Education Records	100% Placed Children/Youth have updated health/education records organized in files during the placement period.	Failure to meet performance target could result in a program review and implementation of an administrative remedy(ies) as outlined in Exhibit M.
Placed Children/Youth have a life book/photo album of items that relate to their achievements and memories.	Life Book/Photo Album	100% Placed Children/Youth have a life book/photo album (hard copy and/or electronic) of items that relate to their achievements and memories.	Failure to meet performance target could result in a program review and implementation of an administrative remedy(ies) as outlined in Exhibit M.

## 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)

# **LEGAL RIGHTS OF TEENS IN OUT-OF-HOME CARE**

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**REVISED JULY 2009**

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## INTRODUCTION

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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.<sup>1</sup>

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

Thanks also to Carole Shauffer, Maria Ramiu, Alice Bussiere, Pat Riley, Janet Knipe, Beverly Williams, Sujung Kim, Sharon Meieran, Alicia Amezcua, Nakeisha Peacock, Kelli Keith, Clark Peters, Liz Yap, Sheila Keating, Cheryl DeMichele, Janet Hong, Cristina Velez, Ayana Murphy, Karli Sager, Jyoti Rekhi, Rebecca Loubriel, Jennifer Luckowiak, Jennifer Chang, Kemi Mustapha and Jack Bouboushian.

This handbook was made possible by the generous support of the Morris Stulsaft Foundation, the Skadden Fellowship Foundation and the Bernard and Alba Witkin Charitable Trust.



## 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 other abuse, or corporal punishment.
- ◆ Be free from discrimination on the basis of race, ethnic group identification, ancestry, national origin, color, religion, sex, sexual orientation, gender identity, mental or physical disability or HIV status.
- ◆ Be given healthy food, adequate clothing, individual storage space and for youth in group homes, an allowance.
- ◆ Be free of unreasonable searches of personal belongings.
- ◆ Not be locked in any room, building, or facility premises.\*
- ◆ Receive medical, mental health, vision and dental services.
- ◆ Refuse medications or chemical substances not authorized by a doctor.
- ◆ Get sensitive health care services without an adult's permission.
- ◆ Contact your family members. Visit and contact your brothers and sisters.\*\*
- ◆ Make and receive confidential phone calls and send or receive unopened mail.\*\*
- ◆ Go to school. Participate in school activities, religious services of your choice, and age appropriate extracurricular and social activities.
- ◆ Have social contacts outside of the foster care system.
- ◆ Keep your own money and have your own bank account.\*\*
- ◆ Attend Independent Living Skills Programs if you are 16 or older.
- ◆ Work if you are old enough by state law.
- ◆ Attend your court hearing and speak to the judge. Review your case plan. Keep your court records confidential.
- ◆ Contact your social worker or probation officer, attorney or CASA. See your social worker or probation officer once a month.
- ◆ Make complaints to the Department of Social Services and Foster Care Ombudsperson without punishment.<sup>3</sup>

\* Unless you are in a community treatment facility.

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

## **YOUR GROUP HOME OR FOSTER HOME'S RESPONSIBILITIES**

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

## **YOUR SOCIAL WORKER OR PROBATION OFFICER'S RESPONSIBILITIES**

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- To extend you courtesy and respect.
- To meet with you regularly, usually once a month.
- To call you once a month if there will be no visit. To return calls to you.
- To arrange for services to meet your needs while you are in placement.
- To choose the least restrictive and most appropriate placement for you.
- To formulate a permanent plan for you.
- To arrange visits with parents and siblings.\*
- To ask you about significant adults in your life that you would like to stay in touch with and work to make those connections possible.\*\*
- To inform the court of your situation and make recommendations to the court.
- To provide services for independent living after you turn 16, if not sooner.

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

\*\* If you are 10 or older and in a group home.

## COMPLAINTS

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**What can I do if I think that something is wrong with my placement, care or services, or if I don't get along with the foster parent, the group home staff, or my social worker?**

- First, talk to the person you don't get along with. Many times you can solve even big problems through honest discussion.
- If talking with the person does not work or you do not feel safe talking to that person, try talking with another adult who can help you with your problems. You can try talking with your social worker (or your social worker's supervisor), attorney, court appointed special advocate, or caregiver.
- If this doesn't work, you may want to consider contacting a local government agency or filing a complaint.<sup>4</sup> \*\*

### **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.

In addition to the state office, most counties in California have their own Ombudsman offices, which may be contacted to informally attempt to fix the problem.

### **Community Care Licensing (CCL)**

The CCL makes sure that foster care placements are following the foster care licensing requirements. The CCL may conduct an investigation if there is a complaint of mistreatment in a foster care placement. If you are staying in a foster family home or relative's home instead of a group home, the county you live in (rather than the CCL) may be in charge of your home. First try calling the CCL. They should be able to tell you which office is the right one to call.

For more information and a list of county agencies, see the *Useful Resources* section of this booklet.

\*\*Every group home is required to have written complaint procedures. You cannot be punished for filing a complaint. The home's complaint process 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.<sup>5</sup> 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.<sup>6</sup>

**ENTERING THE SYSTEM**

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## ROLE OF THE COURTS

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### What is a juvenile court?

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

### What is a juvenile court petition?

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

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

A **300 Petition** is filed by the county child welfare department for abused or neglected children and youth and will state -- "allege" -- the reasons that county child welfare department workers think a child needs protection.<sup>7</sup> 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.<sup>8</sup> These are violations that are unlawful because of your age, or 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.<sup>9</sup> 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*<sup>10</sup> happens at the very beginning of a case when a youth has been removed from home by a social worker because of an emergency. The judge decides whether to let you go back home or to order you to stay in temporary foster care. The detention hearing must take place no later than three days after you've been removed from your home. Even if the judge lets you return home or to a relative's home, he or she may order the Department to supervise your care.

If you are placed in emergency or temporary foster care, then the judge must set a hearing date within 15 days of the time you enter temporary placement. If you're staying at home, the hearing must be within 30 days of the filing of the petition.<sup>11</sup> These hearings can be postponed if all the lawyers agree.

At the *jurisdictional hearing*,<sup>12</sup> 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*,<sup>13</sup> 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,<sup>14</sup> 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. Your parents (or guardian), your CASA and all of the lawyers involved in the case have a right to a copy.<sup>15</sup>

The court reviews your case at a *dependency status review*, at least every six months.<sup>16</sup> 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).<sup>17</sup> You or your lawyer can participate.<sup>18</sup> You also are entitled to get notice of the review at least 15 days ahead of time and no more than 30 days ahead of time.<sup>19</sup>

The *permanency planning hearing*<sup>20</sup> determines your future placement, though 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.*<sup>21</sup> 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.*<sup>22</sup>
- *Legal guardianship.*<sup>23</sup> The judge will look at this option only if adoption is not an available option.<sup>24</sup>
- *Long-term out-of-home care.*<sup>25</sup> The judge will look at this option only if all the other options are not possible.

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

After the permanency planning hearing, the court will continue to review your case every 6 months. This review could take place sooner than 6 months if the court thinks it is in your best interest.<sup>26</sup>

### **What is adoption?**

Adoption is the first permanent plan option the court must consider when a foster child cannot be safely returned to his or her parents.<sup>27</sup> A foster child over 12, must agree to be adopted.<sup>28</sup> If the court finds that termination of parental rights would not be detrimental to the child, the court terminates parental rights and orders adoption as the permanent plan for the child.<sup>29</sup> Unlike guardianship, which is only temporary, adoption is legally permanent. Once adopted, the child is out of the foster care system and the law treats the adopted child just like any other "child" of the adoptive parents.<sup>30</sup> The Adoption Assistance Program provides benefits to families who adopt a child from foster care.<sup>31</sup> Adoptive parents may receive reimbursement for some expenses, such as court costs associated with the adoption,<sup>32</sup> as well as regular payments, that may not exceed the amount the would have been paid if the child were in a foster family home, to meet the child's needs.<sup>33</sup> If you are not adopted within 3 years and the court feels adoption is no longer in your permanent plan, you may petition the court to reinstate your parents' rights.<sup>34</sup>

### **What is guardianship?**

Guardianship is the second permanent plan option the juvenile court must consider when a foster child cannot be safely returned to his or her parents.<sup>35</sup> A guardianship suspends the rights and responsibilities of the parents and gives legal authority and responsibility to care for the child to a responsible adult who has some relationship to the child, like a foster parent, relative or a family friend. After the court appoints a guardian, the juvenile court may keep the child in foster care or close the case. If the court appoints a relative as a guardian and closes the juvenile court case, the relative may continue to receive the basic foster care payment through the Kin-Gap program<sup>36</sup>. Guardianship is not permanent and automatically ends if the guardian dies or when the child turns 18, is adopted, marries or enters into active duty in the armed forces of the United States.<sup>37</sup> The parent, guardian or child can also petition the court to end a juvenile court guardianship sooner.

### **How do I find out about court hearings?**

If you are 10 or older, the court must notify you in writing of the date, time, and place of each hearing.<sup>38</sup>

### **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.<sup>39</sup> 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.<sup>40</sup>

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



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

Yes. If you can't live with your parents, a judge can place you with either a relative, or in a foster or a group home. You should tell the judge where you want to live.<sup>41</sup>

A judge will also decide whether you can visit with your parents or 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.

## **“BEST” PLACEMENT**

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In deciding if you should live with a relative, the judge will look at each relative's moral character and ability to:

- be effective in guiding your behavior,
  - provide for your needs,
  - protect you from your parents,
  - facilitate visitation and court ordered reunification efforts, and
  - keep you and your siblings together, and
  - provide legal permanence for you if reunification fails.<sup>42</sup>
- 

## **Can I have an attorney to represent me at court 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 you and keep you safe.<sup>43</sup>

## **How do I get an attorney?**

The court must appoint an attorney for you, unless the judge believes that you would not benefit by having an attorney. If you don't have an attorney and think that you need one, tell the judge what you think. The judge must give the specific reasons why you would not benefit from having an attorney if the judge does not appoint an attorney for you.<sup>44</sup>

## **What is the attorney supposed to do?**

Your attorney is responsible for investigating facts, interviewing witnesses, making recommendations to the court concerning your welfare and participating in later court proceedings to represent your interests. This responsibility exists for issues directly involved in the court proceedings and those outside of that scope. Also, your attorney must interview you and take into account your wishes when making his or her recommendations to the court.<sup>45</sup>

The same attorney who represents you at the first hearing is responsible for representing you at all later hearings unless the judge has a good reason to remove your attorney from your case or just change your attorney.<sup>46</sup>

## **Who else can attend court hearings?**

Your parents, their attorneys, your guardian or foster parents (if you are living with a foster family)<sup>47</sup> and their attorney, your social worker, and your court-appointed special advocate (CASA) can all attend the hearings. Any blood relative who cares about your case can also attend.<sup>48</sup> Non-relatives who are not legal guardians but who have been taking care of you on a day-to-day basis can also attend.<sup>49</sup> In addition to having the right to attend your hearing, your foster parent, Indian custodian, relative caregiver, community care facilitator, or foster family agency may give the court relevant information.<sup>50</sup> The judge may also give permission for other people to attend a court hearing.<sup>51</sup>

### **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 has a right to know what the report says at least 10 days before each status review hearing.<sup>52</sup>

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

## COUNTY CHILD WELFARE DEPARTMENT (CCWD)

## YOU

## THE COURT

CCWD prepares a case plan for you

You stay in emergency placement or temporary custody

The court conducts a detention hearing and a jurisdiction hearing to decide whether it and the CCWD should stay involved in your case

Your social worker visits you at least once a month and whenever you request a visit

You stay in kinship care, foster care, or group home

The court conducts a disposition hearing to decide your permanent and temporary placements

CCWD prepares a social report for each hearing to help the court make a decision in your best interests

The court (or CCWD) reviews your dependency status every six months

You return home, are adopted, obtain a legal guardian, or are placed in long-term out-of-home care

No later than 12 months after the disposition hearing, the court conducts a permanency planning hearing

## OUT-OF-HOME CARE

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### 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.<sup>53</sup>

### 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<sup>54</sup> is a written document that sets out specific steps the social service agency and your family will take to try to resolve the problems that led to your being removed from your home. The county child welfare department must complete a case plan within 60 days of your removal from home.<sup>55</sup> It must take into account your best interests and special needs.<sup>56</sup> See the box on the next page for what must be in the case plan.<sup>57</sup>

The case plan must include your health and education records.<sup>58</sup> It should be updated at least every six months.<sup>59</sup> You have a right to be involved in the development of your case plan.<sup>60</sup> 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 and steps to reach that goal;
- The type of foster care where you are 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 social worker/probation officer
- A visitation schedule for your parents and siblings; and
- A transitional independent living plan if you're 16 or older.<sup>61</sup>

### What is a transitional independent living plan?

It's a plan for how you will get the skills and help you need to be able to live on your own. Your social worker must give you information about and the opportunity to participate in the independent living plan.<sup>62</sup> See the section called *Independent Living and Transitional Housing* for more details.

### Can I see my case plan?

Yes, if you are over 12, you have a right to review the plan, sign it, and receive a copy.<sup>63</sup> Every child has a right to be involved in the development of his or her case plan (as age appropriate).<sup>64</sup> The case plan is a part of the court record of each hearing, so you can get a report of its contents at each hearing.<sup>65</sup>

## TYPES OF PLACEMENTS

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### Where will I be sent to live if 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 more children. Most group homes have paid staff that usually does not live there. Services are provided to you in a group setting, though group homes should be as family-like as possible. *Kinship care* is a placement in the home of a relative or in the home of a non-related extended family member, someone you know well, but is not a blood relative. The court will try and place you in kinship care 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<sup>66</sup>
- court placement<sup>67</sup>

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.<sup>68</sup> 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***.

**SURVIVING THE SYSTEM**



## TELEPHONE CALLS

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### **Can I make phone calls or have other people call me when I am in foster care?**

Yes. You have the right to make and receive telephone calls while you are in foster care, no matter which kind of placement you live in.<sup>69</sup> You can call or get calls from anyone you want - unless the court says that there should be limits on who you can talk to.<sup>70</sup> If the court says there are people you cannot talk to, the court or your social worker must tell your caregiver (group home, foster parent, relative) about it in writing.<sup>71</sup>

### **Can I make and get calls right away when I get placed in a new shelter or group home?**

Yes. Just because you are new to a placement does NOT mean that they are allowed to restrict your calls.<sup>72</sup> Again, only the court can limit your right to make phone calls (and your placement can enforce the court's decision).

### **Can my caregiver listen when I'm on the phone?**

No. You have the right to make and get *confidential* phone calls.<sup>73</sup> That means no one can listen in to your calls. That also means that you should be able to make or take a call somewhere where there is privacy and no one else (other youth, staff or adults) is listening to your end of the conversation.

### **Can my caregiver punish me by taking away my right to use the phone?**

You can always make calls if there is a real emergency. Also, there are certain people you must ALWAYS be allowed to call (you might have to wait your turn, but you must then be allowed to call). These people include: your lawyer, your social worker or probation officer, your Court Appointed Special Advocate, your family members, the Ombudsman's office and Community Care Licensing.<sup>74</sup> Your caregiver can temporarily take away your right to talk to other people (besides everyone in the last sentence) as punishment or to make sure that everyone has an equal chance to make calls.<sup>75</sup>

### **Can my social worker or caregiver decide that I'm only allowed to talk to certain people on the phone?**

Again, only the court can make that decision. If your social worker is doing what the judge ordered, she or he can place limits on your phone use. But your social worker or caregiver cannot make a list of people you can and cannot talk unless there is a court order about it.

### **Can my caregiver make me pay for my phone calls?**

You cannot be forced to pay for calls to anyone you have the right to call including your lawyer, your social worker or probation officer, your Court Appointed Special Advocate, your family members, the Ombudsman's office and Community Care Licensing.<sup>76</sup> You also cannot be forced to pay for local telephone calls.<sup>77</sup> This means that you should have access to a free phone. Your caregiver can ask you to pay for long distance calls though. If you don't pay them back, they can take away your right to talk on the phone long distance to anyone except your lawyer, your social worker or probation officer, your Court Appointed Special Advocate, your family members, the Ombudsman's office and Community Care Licensing (remember, you can ALWAYS call these people).<sup>78</sup>



## VISITATION

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### **How often should my social worker visit?**

Usually once a month. In the first month of placement, your social worker should visit at least three times.<sup>79</sup> If you're in a long-term, stable placement, visits can be less frequent, but your social worker should always visit at least once every two months.<sup>80</sup> If you're in a group home, your social worker must visit you every month.<sup>81</sup> 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<sup>82</sup> and grandparents<sup>83</sup> 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,<sup>84</sup> grandparents, siblings,<sup>85</sup> and other important family members. The judge can order visitation for anyone who has an interest in your welfare.

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

Yes. The placing agency (your social worker) must allow you to keep contact with siblings as much as possible, unless the court decides it is against the best interests of you or your brother or sister.<sup>86</sup> Your case plan should specifically set out visitation arrangements for you and your siblings.<sup>87</sup>

### **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*.

## HEALTH CARE

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### Do I have a right to health care?

Yes. You have a right to basic health care, which includes medical, dental, vision and mental health services.<sup>88</sup>

### Who can I talk to if I want to see a doctor or nurse?

Talk with your care provider (foster parent, guardian or a group home staff member). If there is a problem talking to your care provider, you can also talk with your social worker, probation officer or attorney.

### Do I need an adult's permission for all health care services?

No. Although your parent, caregiver or the court must give permission for you to get most of your health care services, you can give permission for and confidentially receive certain "sensitive health care services". (See question below for definition of sensitive health care services.)

### What are sensitive health care services?

Sensitive services are the specific health care services described below that the law allows you to make decisions about because it is more important for you to get treatment than not get treatment because you may be afraid or embarrassed to get permission from your parent or caregiver.

You do not need an adult's permission for any medical services that have to do with preventing or treating pregnancy, including getting birth control or an abortion or having a baby.<sup>89</sup> See the section on ***Pregnancy***.

You also do not need an adult's permission if you are 12 years old or older and the services are related to treatment of:

- sexually transmitted diseases(STD's), HIV/AIDS, hepatitis, tuberculosis and other serious infectious, contagious, or communicable diseases<sup>90</sup> ;
- drug or alcohol use;<sup>91</sup>
- rape<sup>92</sup> or sexual assault;<sup>93</sup>

or

- mental health conditions, but only for outpatient counseling services and only if a doctor finds that you are mature enough to make the decision and you present a danger to yourself or others without the treatment.<sup>94</sup>

To find services for anything talked about above, you can talk to a nurse at the Teenage Health Resource Line at (888) 711-TEEN. You can also call the California Youth Crisis Line at (800) 843-5200. Both lines are confidential, so no one else will find out what you talked about.

### Do I ever have to take medications?

You have the right to say no to all medications and chemical substances that are not authorized by a doctor.<sup>95</sup>

### **What if I do not want to take medication that has been prescribed by the doctor?**

If you do not like the way a medication makes you feel or if you think that it's not the right kind of medicine for you, try talking to your caregiver or doctor first. If this does not work, try talking to your social worker or lawyer. The Court has the power to decide who can make medical decisions in your life.<sup>96</sup>

### **How is my health care paid for?**

When you are first placed in a foster home, kinship care, or a group home placement, you should be automatically enrolled in Medi-Cal or your county's substitute health insurance program. Your health care needs will be paid for through one of these two programs and you will not need to pay for any services as long as you are in, or covered by, the foster care system in California.

### **Can I still get Medi-Cal when I leave foster care when I turn 18?**

If you are in the foster care system when you turn 18, you can continue to use Medi-Cal until you turn 21.<sup>97</sup> See the section called *Transitional Medi-Cal*.

## PREGNANCY

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### **What if I become pregnant while in out-of-home care?**

If you become pregnant while in foster care, the decision of whether to keep the baby, put the baby up for adoption or have an abortion is entirely up to you. You have the same right as other teens to get advice on birth control, family planning and pregnancy tests without the consent of anyone else.<sup>98</sup>

### **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.<sup>99</sup>

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

If you give birth while in out-of-home care, your baby will not automatically be taken away from you. You and the baby should be kept together in as family-like a setting as possible. If possible, you and the child should get access to services to help support you and the baby.<sup>100</sup> The child welfare agency may take your baby away if it believes that the baby has been abused or neglected, or is at risk of abuse or neglect.<sup>101</sup> If the child welfare agency does take away your baby, it must give you notice of why it took away your baby, how the court process works to decide whether the agency should have taken your baby and what your rights are to try to get your baby back.<sup>102</sup> The court must give you a lawyer to help you fight to get your baby back through the court.<sup>103</sup>

### **What is a “whole family foster home”?**

A “whole family foster home” is a family home specifically trained to help you develop positive parenting skills.<sup>104</sup> Whenever possible, you should be placed in a whole family foster home with your baby.

### **What is a “shared responsibility plan”?**

A “shared responsibility plan” is an agreement made between you, your caregiver, and the child welfare agency or the probation department.<sup>105</sup> The plan should be created as soon as possible, but not later than 30 days after your placement.<sup>106</sup>

The purpose of the plan is to help keep you and your baby as a family, to help you learn how to be a good parent, and to help prevent any arguments or misunderstandings between you and your caregiver.<sup>107</sup>

Things that should be included in the shared responsibility plan are: feeding, clothing, hygiene, health care, discipline, and sleeping arrangements.<sup>108</sup>

When the plan is finished, a copy must be given to you, your attorney, your caregiver, and the child welfare agency/probation department.<sup>109</sup> After this is done, your caregiver's monthly payment will increase by \$200 per month for the extra care and supervision of your baby.<sup>110</sup>

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

If you become pregnant, Medi-Cal will cover your abortion if you want one. An abortion is considered a sensitive service that you can get without the permission of a parent, guardian, caregiver or the court, and it will be provided to you at no cost. See the section on **Healthcare**.

**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.

**Will my foster care provider receive extra money to help care for my baby?**

If your baby is living with you in a foster care placement, your foster care provider will receive additional foster care funding to cover the basic care and supervision of your baby.<sup>111</sup>

## EDUCATION

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### **Do I have a right to go to school?**

Yes.<sup>112</sup> You have a right and a responsibility to go to school. You also have a right to the same school resources, services and extracurricular activities as other students in your school.<sup>113</sup>

### **Who can make educational decisions for me?**

Your parents (or legal guardian) keep the right to make educational decisions for you unless the juvenile court specifically limits their right to make educational decisions or terminates all of their parental rights. Whenever the juvenile court limits the right of a parent to make educational decisions, the court must choose a responsible adult to make educational decisions for you. If you are a student receiving special education services and the court can't find a responsible adult to make educational decisions for you, it will ask your school district to appoint a surrogate parent.<sup>114</sup> However, the court and the school may not choose your social worker, probation officer or someone who works for your current group home placement or school to make educational decisions for you.<sup>115</sup> If the court cannot find a responsible adult to make educational decisions for you, the court may make those decisions for you.<sup>116</sup>

### **Can my foster parents make educational decisions for me?**

When the court is deciding on a responsible adult, or the school district is deciding on a surrogate parent, they will probably choose your foster parent, relative caregiver, or court appointed special advocate (CASA). If the school district can't find a surrogate parent for you out of the possibilities above, then it can pick someone of its own choice.<sup>117</sup> The court will also consider other adults in your life like relatives, family friends, or mentors willing to make those decisions for you.

### **Do I have to go to certain schools because I am in out-of-home care?**

You have a right to go to a public school in the district you are living, unless either your Individualized Education Program (IEP) or the person responsible for making educational decisions for you says differently.<sup>118</sup>

### **Do I have to change schools if my placement changes?**

If your placement changes, you have the right to stay in your school for the rest of the school year if it is in your best interest, even when your living arrangement changes.<sup>119</sup> Where you go to school is a decision that should be made by you, the person in charge of your educational decisions, and the school district's foster care liaison. If there is a disagreement among you, you have a right to stay in the same school until the disagreement is resolved.<sup>120</sup>

### **If I change schools, can my new school make me wait for any reason to enroll?**

No. You have a right to be immediately enrolled in your new school, *even if:*

- the school has not yet received your proof of residency or immunization, health or academic records,
- you do not have your school uniform yet,

**and/or**

- you still owe fines at your old school.<sup>121</sup>

### **Will I lose credits for the work I did at my old school if I change schools?**

The school you transfer to must give you full or partial credit for work you completed. Your old school is responsible for providing to your new school a record of your grades, classes taken, attendance and any credits earned.<sup>122</sup>

Once it has been decided that you are going to change schools, your case worker or probation officer will notify your old school of your last day of attendance and ask them to figure out your class credits and grades.<sup>123</sup> Within two business days of being notified, your old school must send your new school your information, including your grades, classes you've taken, immunization records, and your special education plan (if you have one).<sup>124</sup>

### **Can schools punish me or lower my grades for absences?**

It depends on the reason you were absent. A school cannot punish you or lower your grades for absences because of a :

- school transfer
- foster care placement change
- court appearance

or

- court ordered activity.<sup>125</sup>

If you were sick, attended a funeral of a family member, or had a dental or medical appointment, including an appointment for a sensitive health service that does not require an adult's permission (see the section on **Health Care**), the school must excuse your absence.<sup>126</sup> The school must give you a reasonable amount of time to complete any work you missed for any excused absence and the school must give you full credit for work if you successfully complete it.<sup>127</sup>

Just be sure to bring your school a note from your caregiver, social worker, probation officer, the court or your doctor excusing your absence.

## IMMIGRANT STATUS

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### **Can I be denied services while I'm in a foster home or group home placement just because I'm an immigrant?**

No. You must have fair and equal access to all available services and you may not be discriminated against or harassed just because you are an immigrant.<sup>130</sup>

### **If I'm undocumented, can I get a green card because I've been placed in a kin, foster or group home placement?**

Maybe. Children who have been abused, neglected or abandoned, and are eligible for placement in long-term-foster care because they cannot be reunified with their parents may be eligible for a green card by applying for Special Immigrant Juvenile Status (SIJS).

### **What is Special Immigrant Juvenile Status (SIJS)?**

SIJS makes it possible for dependents and wards of the juvenile court to become a permanent resident of the United States (i.e. get a green card).<sup>131</sup> To get the full benefits of this status, you must also apply for Permanent Resident Status.

If your application for SIJS and Permanent Resident Status are approved, you can stay in the United States permanently, work here, qualify for in-state tuition at colleges, and apply for US citizenship in five years.

### **Can I apply for SIJS?**

To apply for SIJS, these things **must** be true:

- you are under 21;<sup>132</sup>
  - you are not married;<sup>133</sup>
  - you have been declared a dependent of the juvenile court or have been placed in out-of-home care by the juvenile court and remain under juvenile court jurisdiction;<sup>134</sup>
  - your juvenile court judge has decided you are eligible for long term foster care because parental reunification is not possible;<sup>135</sup>
  - the judge's decision regarding your eligibility for long term foster care was because of a specific finding of abuse, neglect or abandonment;<sup>136</sup>
  - the judge has decided it is in your best interest not to be returned to your home country;<sup>137</sup>
- and
- the juvenile court judge has signed an order confirming all of the above.

### **Are there risks when applying for SIJS?**

Yes. A SIJS application alerts the immigration authorities that you or your family are not lawfully in this country and may cause the government to try to remove (deport) you from the United States if your application is denied.



### **What sorts of things could cause my Permanent Resident Status application to be denied?**

Even if you meet the beginning application requirements, your application could be denied for other reasons, including if you have a record with drugs or crime, are HIV positive, or have been deported before. If you fall into any of these categories, your application could be much more risky and you should talk to an experienced immigration lawyer before you apply.

### **Are there any other ways to get my green card?**

Yes, there are several. You might be able to have your parent, adoptive parent or stepparent apply for you if they are a US citizen even if you don't live with them. You might also qualify for something called temporary protected status if you are from a country that is in a civil war or where a natural disaster happened. To figure out your options, you should talk to a lawyer with experience in immigration issues.

### **How can I get help with Immigration issues?**

Start by asking your social worker, CASA, probation officer or care provider to help you find someone with experience in immigration issues to assist you. You should also talk to the lawyer assigned to your juvenile court case and ask for help with the process. If your juvenile court lawyer does not know about these issues, he or she should help you find someone who does. If your lawyer is unfamiliar with SIJS or other immigration issues and resources, he or she can contact:

**Immigrant Legal Resource Center—(415) 255-9499 or [ilrc.org](http://ilrc.org)**

**Pacific Juvenile Defender Center— [pjdc.org](http://pjdc.org)**

## **LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER AND QUESTIONING (LGBTQ) YOUTH**

The Foster Care Nondiscrimination Act, A.B. 458 (2003-2004), makes it illegal to harass or discriminate against youth and adults in the California foster care system because they are LGBTQ, or because someone thinks that they are.<sup>138</sup> This means that no one should harass or hurt you because of your sexual orientation, gender identity, sex or HIV status. If you have been harassed or discriminated against in the foster care system, you can file a complaint with CCL (Community Care Licensing), contact the state or your local Foster Care Ombudsman and/or talk to your lawyer or social worker. (See, the "Complaints" section on page 4.) If you need help or have questions about discrimination, you can also call the National Center for Lesbian Rights (they'll help even if you are not a lesbian) at 1-800-528-6257.

### **What if my foster parents or caregivers won't accept me or if they treat me differently because I'm an LGBTQ youth?**

If your foster parents will not accept your gender identity or sexual orientation and you feel unsafe, you should be allowed to move to another placement. You also have the right to get the same services, care, placement, treatment, and benefits as all foster youth. You can't be treated differently because of your sexual orientation, gender identity, sex, or HIV+ status. For example, if other youth in your group home can date – you cannot be prevented from dating simply because your sexual orientation is different from theirs.

## **CONFIDENTIALITY AND YOUR RECORDS**

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

Only those people directly involved in your case.<sup>139</sup> Also, the social worker can share information with those people who need it in order to take care of you.<sup>140</sup> 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.<sup>141</sup> Ask a guidance counselor or principal about what you need to do.

### **Can I look at court records?**

Yes. You have the right to look at your court records.<sup>142</sup> 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.<sup>143</sup> Ask your social worker or probation officer.

(Also see section on "**Access to and Sealing of Records**" below.)

## DRIVING

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### 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.<sup>144</sup> 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, and completed driver's education and training.<sup>145</sup> 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.<sup>146</sup>

### What are the requirements of a provisional license?

For the first 12 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 11:00 p.m. 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.<sup>147</sup>

### How do 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. It is their choice if they want 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 the section on ***Getting a Learner's Permit for Driving if You're Under 18***).

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

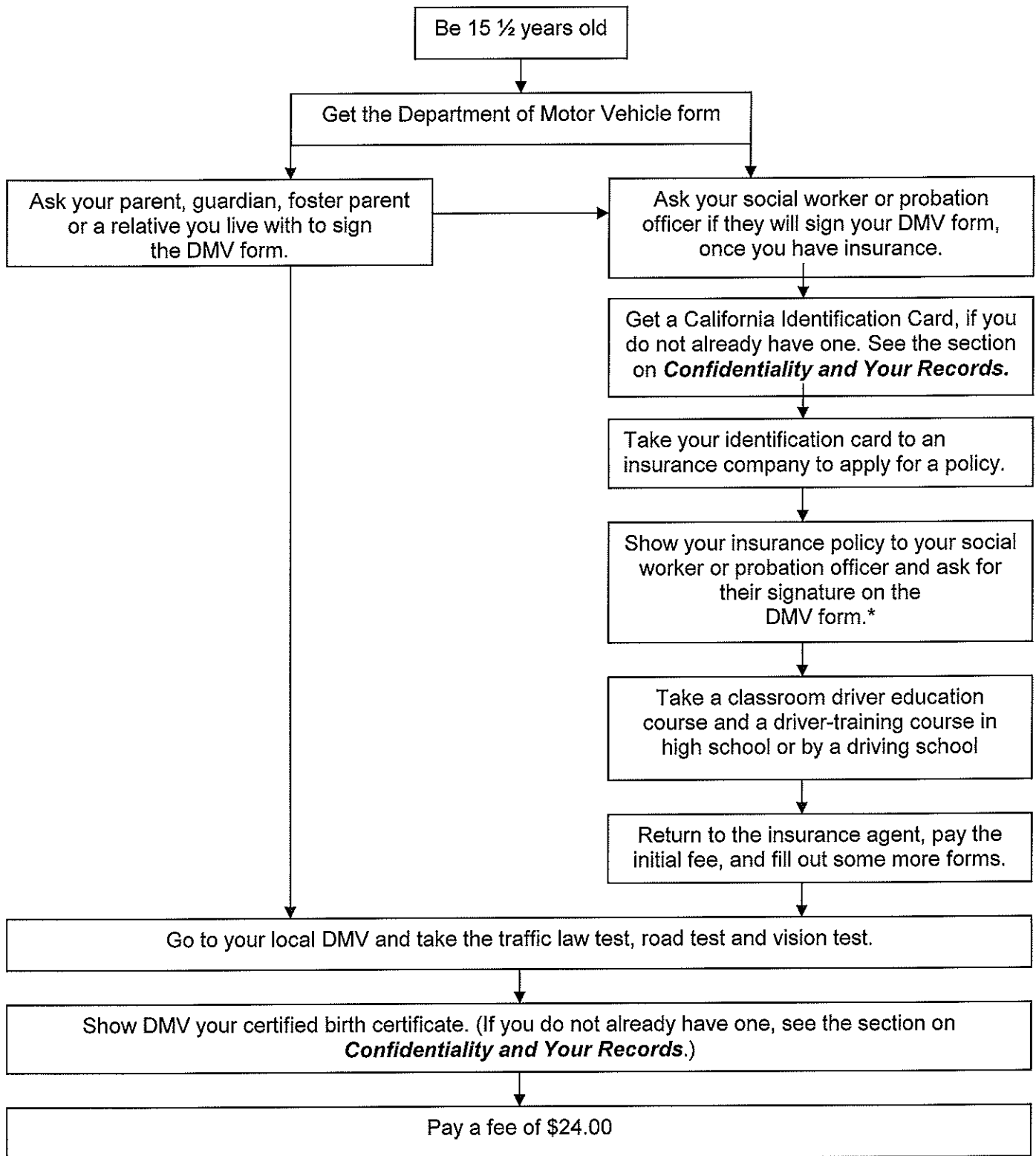
If no one will sign, you can get your probation officer or social worker to sign. They'll tell your foster parents that they're signing for you.<sup>148</sup> But to have your probation officer or social worker sign, you must have auto insurance -- *before you can get a license*. The probation officer, social worker, or county agency will not be responsible for damages from any accident.

### How do I get auto insurance?

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

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

## GETTING A LEARNER'S PERMIT FOR DRIVING IF YOU'RE UNDER 18



\* Remember, if your probation officer or social worker signed your DMV form, you need to be extra sure to keep your insurance payments up to date. The insurance company will terminate your policy if you're late in paying. If it does, it will tell the DMV, which will take away your license.

**PREPARING TO LEAVE THE SYSTEM**



## PREPARATION BY YOUR SOCIAL WORKER

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### What is supposed to happen before I leave foster care?

The court should have a final hearing to talk about closing your foster care case. You should be told about the hearing and allowed to attend.<sup>149</sup> Before the hearing, your social worker must make sure you have:

- Written information about your case, including your family history and placement history, and the location(s) of your siblings if they are in foster care and the court doesn't prevent you from knowing for a good reason;
- Your birth certificate, social security card, identification card, death certificate of your parent(s) if they died and proof of citizenship or residence;
- Help applying for continued Medi-Cal or other health insurance;
- A referral to transitional housing if it's available or help getting another place to live;
- Help getting a job or finding another way to earn money;
- Help applying to college or vocational training and getting financial aid; and
- Assistance to make sure you can keep relationships with people who are important to you if it is in your best interests or good for you.<sup>150</sup>

If any of these things have not happened and the judge thinks that is harmful to you, the court can keep your case open until all of these things are offered to you.<sup>151</sup> But if your social worker cannot find you or you refuse these services, the court can still close your case.

## INDEPENDENT LIVING AND TRANSITIONAL HOUSING

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### 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. ILSP is offered to youth 16 years old and older.<sup>152</sup> Many counties offer special group programs and activities 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.

The ILSP and services that you will need to help you prepare to move from foster care to independent living must be described in a *written transitional independent living plan (TILP)*,<sup>153</sup> which is part of your case plan. The TILP, designed by your social worker (and agreed to by you), should be appropriate for your age and abilities and should include education, career development, living skills, financial resources, and housing related services.<sup>154</sup>

### Who is eligible for these Independent Living Skills Programs?

Youth who are under 21 and were in a foster care or KinGap placement anytime between their 16<sup>th</sup> and 19<sup>th</sup> birthdays are eligible for ILSP.<sup>155</sup> However, any youth may be allowed to attend ILSP events. Some counties, for example, allow younger foster youth to participate.<sup>156</sup> Ask your social worker about it.

### What is transitional housing?

It is a type of placement that's available to foster youth 16 to 18 years old who are in, or have successfully completed, an Independent Living Program.<sup>157</sup> 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.<sup>158</sup>

So far, it's available in only a few counties in California, but should be available to more youth soon. For more information on what counties provide transitional housing talk to your social worker or you can visit: [http://www.childsworld.ca.gov/transition\\_342.htm](http://www.childsworld.ca.gov/transition_342.htm).

See the "Transitional Housing Program Plus" section below for information on transitional housing available in some counties for youth age 18 to 24 who are no longer in foster care.



## **MONEY AND JOBS**

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### **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.<sup>159</sup> 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.<sup>160</sup>

### **When can I get a job?**

You can legally start a job when you turn 16, and even sooner in special cases.<sup>161</sup> There are restrictions on the number of hours you can work per day and per week and the type of work you can do.<sup>162</sup> 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. If you are able to work responsibly, your group home or foster home should cooperate in your employment.<sup>163</sup>

### **Will I need an ID or a social security card to get a job?**

Yes. You will probably need both. Employers will need to see official identification proving who you are and that you have a social security number. Such identification may include a U.S. passport, driver's license, California identification card, Naturalization papers, etc. Even if a job does not require these, it is always a good idea to have a copy of your social security card and a picture ID. You should keep these in separate locations whenever possible, so that if you lose one, you still have the other.

### **How do I get a social security card?**

You probably already have a social security number assigned to you and you just need a copy of your card. First check to see if your social worker already has a social security card for you in your case file. You can also just go to a local social security office to get a card. To find the nearest office, look in the phone book or on the internet at: <https://s044a90.ssa.gov/apps6z/FOLO/fo001.jsp>. You will need to fill out a form, prove who you are and that you are a U.S. citizen or are here legally. Replacing your social security card does not cost anything.

### **What if somebody else already has my birth certificate or social security card and I can't get it from that person?**

You can get another copy of either. There's no law against having several copies. To obtain a certified copy of your birth certificate, you should first check with your social worker. He or she should have a copy. If he or she does not have a copy, 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 need. It may take a few weeks, unless you go in person. It usually costs \$10 - \$20. If you were born in California, the number is (916) 445-2684, and the fee is \$15.00.

### **What is a California identification (ID) card?**

A California ID card is a card issued by the State of California. ID cards look like driver's licenses, but are used for identification purposes only. An ID card is valid for six years.

### **How do I get a California identification (ID) card?**

To get a California ID card, you will have to visit a local Department of Motor Vehicles (DMV) office. At the DMV, you will have to do the following:

- Complete an application form DL 44. (An original DL 44 form must be submitted. Copies will not be accepted.)
- Give a thumb print.
- Have your picture taken.
- Provide your social security number. It will be verified with the Social Security Administration while you are in the office.
- Verify your birth date and legal presence. You may use any number of documents to prove this, such as your California driver license, passport, birth certificate or Permanent Resident Card.
- Pay the application fee. (\$21)

(More information about obtaining an ID card can be found at [http://www.dmv.ca.gov/dl/dl\\_info.htm#idcard](http://www.dmv.ca.gov/dl/dl_info.htm#idcard).)

### **What if I don't have a social security number?**

If you are legally in the United States, but cannot get a social security number, you do not need to provide a social security number at the DMV. However, you will need to provide a legal document which proves your birth date and legal presence.

### **If I have a juvenile record, will my employer be able to get this information?**

If your juvenile record has been sealed, your employer should not be able to get information that was in it unless you give it to him or give him permission to see it. See the section called **Access to and Sealing of Records** for more information.

### **Is there a limit on how much I can save?**

Yes. Any savings that you plan to use to prepare to leave or when you leave foster care may not exceed \$10,000 including interest. This type of savings account is called an emancipation account. The government may not make you use any of your savings in this account to help pay for your foster care placement.<sup>164</sup>

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.

## EMANCIPATION

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### 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.<sup>165</sup> Legally, when you turn 18, or reach the age of "majority," you become an adult under the law.<sup>166</sup> This means that you can vote, enter into contracts, get married and have certain other rights and responsibilities. Sometimes, however, the court will keep jurisdiction over your case and the court will still be involved in your life after you turn 18.

### Do I have to leave foster care when I turn 18?

Juvenile courts in California are allowed to keep your case open until you turn 21, but they are not required to.<sup>167</sup> In some counties, almost all youth leave the system when they turn 18, or maybe 19 if they are still working toward a high school degree, GED or vocational certificate.<sup>168</sup> There are some things that need to happen in every county before the court can terminate jurisdiction and "emancipate" you from foster care.

### Will I still get health insurance when I leave foster care?

If you are in foster care when you turn 18, you can continue to use Medi-Cal until you turn 21. (See the *Transitional Medi-Cal* section of this booklet).

### Can I get emancipated before I turn 18?

You can be emancipated under 18 if you get married or join the armed services – with the consent of your parent(s) or guardian(s) and the court.<sup>169</sup> You can also be emancipated by a judge<sup>170</sup>; but you won't qualify for emancipation by a judge if you are living in a group home, foster home, temporary shelter or living in any other situation where someone else supports you.

To be emancipated by a judge before you turn 18, you must be at least 14, living independently and managing your own finances, including having a legal source of income and managing your own finances and paying for things like food, clothing and housing.<sup>171</sup> Even if you meet the basic requirements, a judge may refuse to declare you emancipated if it is "contrary to your best interest," or in other words, not good for you.<sup>172</sup>

### Is emancipation my best option before I turn 18?

Emancipation is not for everyone. Very few youth meet the requirements before reaching the age of 18. Plus, 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, 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. 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.<sup>173</sup> 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.<sup>174</sup> You still won't be able to drink<sup>175</sup> or smoke.<sup>176</sup> You also won't be able to vote.<sup>177</sup>

## TRANSITIONAL MEDI-CAL

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### Can I still get Medi-Cal when I leave foster care when I turn 18?

If you are in the foster care system when you turn 18, you can continue to use Medi-Cal until you turn 21.<sup>178</sup> To receive these benefits you must keep living in California and make sure your social worker and Medi-Cal office know:

- your current address,
- if you want to continue under Medi-Cal, and
- if you will be getting any other health insurance.<sup>179</sup>

This type of Medi-Cal does not depend on how much money you have or what type of living arrangement you live in once you leave foster care.<sup>180</sup> You will have to go through the review process once a year and show that you are still under 21, living in California, and want to continue receiving Medi-Cal.

If you are going to turn 18 soon and leave the foster care system, but no one has talked to you to find these things out, call your social worker or call your county's Medi-Cal eligibility worker to set up an appointment.<sup>181</sup>

This extension of Medi-Cal does not apply to you if you are in the Kin-GAP program, an undocumented immigrant, or in a residential treatment facility. You are not disqualified if you are on probation, though.<sup>182</sup>

## TRANSITIONAL HOUSING PROGRAM PLUS (THP+)

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### What is the Transitional Housing Program Plus (THP+)?

THP+ is a program designed to help you live on your own once you have left foster care by helping you with housing and other services.<sup>183</sup> The THP+ program is run by local county governments.<sup>184</sup>

### Who is eligible for THP+?

You are eligible for THP+ if:

- you are between the ages of 18 and 24;<sup>185</sup> and
- you have emancipated out of foster care in a county that has chosen to participate in the THP+ program.<sup>186</sup> Sometimes counties will offer THP+ to youth that emancipated from foster care in a different county, but are now living in their county.<sup>187</sup>

### How long can I get THP+ Services for?

You cannot receive THP+ services for more than 24 months.<sup>188</sup> You also cannot receive THP+ if you are over the age of 23.

### Does it cost anything to stay in THP+ housing?

This depends on the program. You will need to check with the individual program to find out how much it costs. You may be charged monthly rent, but the cost is regulated by California law.<sup>189</sup>

### Does every county have a THP+ program?

Unfortunately, no. Counties choose whether or not to participate in the THP+ program. To find out if your county participates in the THP+ program, you can contact a transitional housing coordinator in your county. See the section of this booklet called **Useful Resources** for more information.

## ACCESS TO AND SEALING OF RECORDS

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### Can I get my juvenile court record sealed?

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

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

or

- after you turn 18,

but,

- if you've committed certain serious crimes, you will not be able to seal your records.<sup>190</sup>

Because of time limits on destruction of records, it may not be worthwhile to seal Section 300 records (See the chart on the next page).

For more information about sealing your records, see the *Useful Resources* section of this booklet.

### 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?

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.<sup>191</sup> 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.<sup>192</sup> 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.

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**WHEN RECORDS ARE DESTROYED**

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

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## USEFUL RESOURCES

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- **Office of the State Foster Care Ombudsman<sup>193</sup> (877) 846-1602**

<http://www.dss.cahwnet.gov/ombudsman/>  
[fosteryouthhelp@dss.ca.gov](mailto:fosteryouthhelp@dss.ca.gov)

Contact information for county offices may be found at:  
<http://www.fosteryouthhelp.ca.gov/contacts.htm>

### County Ombudsman Offices

Alameda	(510) 268-2365
Fresno	(559) 253-9450
Kern	(661) 631-6071
Los Angeles (Foster Care/Relative Homes)	(888) 889-9800/ (626) 938-1718
Los Angeles (Group Homes)	(888) 445-1234/ (213) 893-7988
Los Angeles (Emancipation Issues)	(626) 229-3849
Los Angeles (Probation)	(877) 822-3222/ (526) 940-2515
Orange	(714) 245-6015
Riverside	(909) 358-3236/ (909) 358-3134
Sacramento	(916) 875-2000
San Diego	(858) 694-5319
San Francisco	(415) 401-4449
San Mateo	(650) 802-6465/ (650) 595-7663
Santa Clara	(408) 436-7600
Solano	(707) 438-0110

### Other Offices

Medi-Cal Ombudsman	(888) 452-8609
Medi-Cal Ombudsman (Department of Mental Health)	(800) 896-4042
California Youth Authority (Office of Ombudsperson)	(916) 262-1467

- **Community Care Licensing (CCL)**

More information on CCL is located at: [http://ccl.dss.cahwnet.gov/res/pdf/childres\\_rolist.pdf](http://ccl.dss.cahwnet.gov/res/pdf/childres_rolist.pdf) and <http://ccl.dss.cahwnet.gov/>

### Statewide Children's Residential Program Offices

(916) 445-4351 / (310) 665-1940  
All Counties

### Northern California Children's Residential Program Regional Office

(916) 263-4700  
Counties: Amador, Calaveras, El Dorado, Nevada, Placer, Sacramento, San Joaquin, Solano, Stanislaus, Tuolumne, Yolo

### Chico Children's Residential Program Local Unit

(530) 895-5033  
Counties: Butte, Colusa, Del Norte, Glenn, Humboldt, Lake, Lassen, Modoc, Plumas, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity and Yuba

**Central California Children's Residential Program Regional Office**

(408) 277-1289

Counties: Monterey, San Benito, Santa Clara, Santa Cruz

**Fresno Children's Residential Program Local Unit**

(559) 243-8080

Counties: Alpine, Fresno, Inyo, Kings, Madera, Mariposa, Merced, Mono, Tulare

**Rohnert Park Children's Residential Program Local Unit**

(707) 588-5026

Counties: Marin, Mendocino, Napa, Sonoma

**San Bruno Children's Residential Program Local Unit**

(650) 266-8800

Counties: Alameda, Contra Costa, San Francisco, San Mateo

**Pacific Inland Children's Residential Program Regional Office**

(951) 782-4207

Counties: Riverside, Imperial, and San Bernardino

**Orange County Children's Residential Program Local Unit**

(714) 703-2840

County: Orange

**San Diego Children's Residential Program Local Unit**

(619) 767-2300

Counties: San Diego

**Los Angeles and Tri-Coastal Counties Children's Residential Program Regional Office**

(323) 981-3300

Counties: Los Angeles, Ventura, Kern

**Santa Barbara Children's Residential Program Local Unit**

(805) 682-7647

Counties: San Luis Obispo, Santa Barbara

**Los Angeles Metro and Valley Children's Residential Program Regional Office**

(310) 568-1807

County: Los Angeles

**Woodland Hills Children's Residential Program Local Unit**

(818) 596-4334

County: Los Angeles

- **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 find out about your county's **Independent Living Programs** call the office in your county. More information can be found at:

<http://www.childsworld.ca.gov/res/pdf/ILPCC03.pdf>

- To find out about your county's **Transitional Housing Programs** call the office in your county. More information can be found at:

<http://www.childsworld.ca.gov/res/pdf/TransitionalHousingContact.pdf>

- For more information about **Sealing Your Records**, you can visit:

[http://www.youthlaw.org/fileadmin/ncyl/youthlaw/publications/seal\\_access\\_records/Sealing\\_of\\_JuvenileRecords\\_Handout\\_Alameda.pdf](http://www.youthlaw.org/fileadmin/ncyl/youthlaw/publications/seal_access_records/Sealing_of_JuvenileRecords_Handout_Alameda.pdf)

or

[http://www.youthlaw.org/fileadmin/ncyl/youthlaw/publications/seal\\_access\\_records/Sealing\\_JuvenileRecords\\_JD.pdf](http://www.youthlaw.org/fileadmin/ncyl/youthlaw/publications/seal_access_records/Sealing_JuvenileRecords_JD.pdf)

- 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)

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(Name)

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(Telephone Number)

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(Name)

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(Telephone Number)

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(Name)

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(Telephone Number)

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(Name)

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(Telephone Number)

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## ENDNOTES

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1. The following abbreviations refer to United States (federal) law:

CFR	Code of Federal Regulations
INA	Immigration and Nationality Act
USC	United States Code

The following abbreviations refer to California law:

BPC	Business & Professions Code
CC	Civil Code
EC	Education Code
FC	Family Code
GC	Government Code
HSC	Health & Safety Code
PeC	Penal Code
PrC	Probate Code
VC	Vehicle Code
WIC	Welfare & Institutions Code
CCR	California Code of Regulations
RC	California Rules of Court

The following abbreviations refer to California administrative documents:

ACWDL	All County Welfare Directors Letter ( <a href="http://www.dhcs.ca.gov/services/medical/eligibility/Documents/00-61.pdf">http://www.dhcs.ca.gov/services/medical/eligibility/Documents/00-61.pdf</a> )
ACIN	All County Information Notice ( <a href="http://www.dss.cahwnet.gov/lettersnotices/PG1011.htm">http://www.dss.cahwnet.gov/lettersnotices/PG1011.htm</a> )
DSSM	California Department of Social Services Manual of Policies and Procedures, Division 31, Child Welfare Services Manual

3. WIC 16001.9(a)(8)
4. DSSM 31-002(g)(1); 31-020
5. 22 CCR 84072.2; WIC 16001.9(a)(8)
6. 22 CCR 89372(c)(15)
7. WIC 300
8. WIC 601(a), (b)
9. WIC 602
10. WIC 315-16; 319
11. WIC 334
12. WIC 355; 356
13. WIC 358; RC 1451

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14. WIC 358(b); 358.1
  15. WIC 366.21(c)
  16. WIC 364(a); 366(a)
  17. WIC 366.21
  18. WIC 399
  19. WIC 293(a)--(c); 366.21(b)
  20. WIC 366.21(f)
  21. WIC 366.21(g)(1)
  22. WIC 366.21(g); 366.26(b)(1),(3)
  23. WIC 366.26(b)(2), (4)
  24. WIC 366.26(c): The court can consider guardianship only if the court finds that one of the following situations exist: (1) the child lives in a residential treatment facility; adoption is unlikely, and continuation of parental rights will not prevent finding the child a permanent family placement once the child leaves the facility; (2) the parents have maintained regular visitation and contact with the child and the child would benefit from a continuing relationship with the parents; (3) the child is at least 12 years old and the child objects to termination of parental rights; (4) exceptional circumstances prevent the child's current caretakers from adopting and the removal of the child would be seriously detrimental to the emotional well being of the child; or (5) at each and every hearing at which the court was required to consider reasonable efforts or services, the court found reasonable efforts at family reunification were not made or reasonable services were not offered or provided to parents.
  25. WIC 366.21(g)(3); 366.26(b)(5)
  26. WIC 366.3(d), (j)
  27. WIC 366.26(b)(1)
  28. FC 8602
  29. FC 8604; 8605; 8606
  30. FC 8616
  31. WIC 16115, *et seq*; WIC 16120(a)(1)
  32. WIC 16120.1
  33. WIC 16121
  34. WIC 366.26(i)(2)
  35. WIC 366.21(g); 366.26(b)(2): For children who are not dependents in the juvenile court, guardianship proceedings are governed by PrC1500 *et. seq.* and are handled in the family or probate division of the Superior Court.
  36. WIC 11363(a)
  37. PrC 1600; FC 7002(a), (b)
  38. WIC 293(a)(4); 294(a)(3); 295(a)(4); 349; 366.21(a), (b)
  39. WIC 399; 16001.9(a)(17)
  40. WIC 353.1; 388



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41. WIC 399; 16001.9(a)(17)
  42. WIC 361.3(a)
  43. WIC 349; 317(c), (e)
  44. WIC 317(c); RC 5.660(b)
  45. WIC 317(c),-(e)
  46. WIC 317(d), (e)
  47. *In Re Kristen B.*, 187 Cal.App.3d 596, 608; 232 Cal.Rptr. 36, 43 (1986).
  48. RC 5.530; *Charles S. v. Superior Court*, 168 Cal.App.3d 151, 156; 214 Cal.Rptr. 47, 50 (1985)
  49. RC 5.530; *In re B.G.*, 11 Cal.3d 679, 693; 114 Cal.Rptr. 444, 454 (1974); *In re Joshua S.*, 205 Cal.App.3d 119, 122; 252 Cal.Rptr. 106, 107 (1988)
  50. WIC 295(a)(6)
  51. WIC 346
  52. WIC 366.21(c); 355(b)(1)
  53. WIC 16000(a)
  54. WIC 16501.1
  55. WIC 16501.1(d)
  56. WIC 16501.1(c); DSSM 31-205
  57. WIC 16501.1(a), (f); DSSM 31-206
  58. WIC 16010(a); DSSM 31-206.35
  59. WIC 16501.1(d); 11405(b)(2)
  60. WIC 16001.9(a)(19); 16501.1(f)(12)
  61. WIC 16501.1(f); DSSM 31-206
  62. DSSM 31-525.61; 31-525.64; 31-525.7
  63. WIC 16501.1(f)(12)
  64. WIC 16001.9(a)(19)
  65. WIC 16501.1(f)(13)
  66. WIC 16507.4(b)
  67. WIC 300; 319(e); 361.2(e)
  68. WIC 361.2(e); DSSM 31-405
  69. WIC 16001.9(a)(9)
  70. WIC 16001.9(a)(9)
  71. ACIN I-80-05
  72. WIC 16001.9(a)(9); ACIN I-80-05
  73. WIC 16001.9(a)(9)
  74. 22 CCR 84072(c)(20), (21)

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75. 22 CCR 83072(c)(6), 84072(c)(11), 89372(c)(16); ACIN I-80-05
  76. WIC 16001.9(a)(6), (8), (9); ACIN I-80-05
  77. ACIN I-80-05
  78. ACIN I-80-05; 22 CCR 83072(c)(6); 84072(c)(11); 89372(c)(16)
  79. DSSM 31-320.2
  80. DSSM 31-320.3; 31-320.4
  81. DSSM 31-320.414
  82. WIC 362.1(a); DSSM 31-340.2; WIC 16001.9(a)(6)
  83. WIC 16507(a); DSSM 31-345; WIC 16001.9(a)(6)
  84. WIC 16501.1(f)(5)
  85. WIC 16501.1(f)(8)
  86. WIC 16002(b); 16001.9(a)(7)
  87. WIC 16002(b); 16501.1(f)(8); 16501.1(g)
  88. WIC 16001.9(a)(4)
  89. FC 6925. Minors may not give consent to sterilization procedures (permanent prevention of reproduction including vasectomies, tubal ligation, hysterectomies etc.)
  90. FC 6926
  91. FC 6929
  92. FC 6927
  93. FC 6928
  94. FC 6924(f): Minors may not consent to receive psychotropic medications, psychosurgery or shock treatment.
  95. WIC 16001.9(a)(5)
  96. WIC 369
  97. WIC 14005.28; ACIN I-117-00; ACWDL 00-61;
  98. FC 6925
  99. FC 8604, 8605
  100. WIC 16002.5, 16004.5
  101. WIC 300, 305, 309
  102. WIC 307.4
  103. WIC 317(b)
  104. WIC 11400(t)
  105. WIC 16501.25(b)(1)
  106. WIC 16501.25(b)(1)
  107. WIC 16501.25(b)(2)-(3)

- 
108. WIC 16501.25(b)(3)
  109. WIC 16501.25(c)
  110. WIC 11465(d)(2)
  111. WIC 11465; 16501.25
  112. WIC 16001.9(a)(13)
  113. EC 48853(g)
  114. WIC 361(a)
  115. WIC 361(a)
  116. WIC 361(a)
  117. GC 7579.5
  118. EC 48853
  119. EC 48853.5(d)(1)
  120. EC 48853.5(d)(5)
  121. EC 48853.5(d)(4)(B)
  122. EC 49069.5(d), (e)
  123. EC 49069.5(c)
  124. EC 49069.5(d), (e)
  125. EC 49069.5(h)
  126. EC 48205
  127. EC 48205 (b)
  128. 22 CCR 80072(a)(5), 89372(c)(17); WIC 16001.9(a)(10)
  129. 22 CCR 89173(c); DSSM 31-420.12
  130. WIC 16001.9(a)(23)
  131. INA § 101(a)(27)(J); 8 USC § 1101(a)(27)(J)
  132. 8 CFR § 204.11(c)(1)
  133. 8 CFR § 204.11(c)(2)
  134. 8 CFR § 204.11(c)(3)
  135. 8 CFR § 204.11(a), (c)(4)
  136. INA § 101(a)(27)(J)(i); 8 USC § 1101(a)(27)(J)(i).
  137. 8 CFR § 204.11(a), (c)(6); INA § 101(a)(27)(J)(ii); 8 USC § 1101(a)(27)(J)(ii)
  138. WIC 16001.9(a)(23)
  139. WIC 10850(a); RC 5.552; WIC 16001.9(a)(22)
  140. 22 CCR 84070; 80070(c). (e)
  141. EC 49076(a)(6)
  142. WIC 827(a); RC 1423

- 
143. 22 CCR 80070(e)
  144. VC 12509; 12814.6(a)(1)
  145. VC 12814.6(a)
  146. VC 12814.6
  147. VC 12814.6(b)
  148. VC 17701
  149. WIC 391(a)
  150. WIC 391(b)
  151. WIC 391(c)
  152. DSSM 31-002(i)(1), 31-525.3; WIC 16001.9(a)(16)
  153. DSSM 31-002(t)(4)-(5)
  154. DSSM 31-525.86
  155. DSSM 31-525.3. Youth in voluntary foster care placements are not eligible.
  156. DSSM 31-525.33
  157. WIC 16522(a)
  158. WIC 16522(d)(1)-(3)
  159. 22 CCR 84077(a)(2)
  160. 22 CCR 89372(c)(18)(C)
  161. 22 CCR 89372(c)(18)(D)
  162. EC 49116
  163. WIC 16001.9(a)(14); DSSM 31-525.82
  164. WIC 11155.5(a); 16001.9(11)
  165. FC 7050(c)
  166. FC 650
  167. WIC 303
  168. WIC 11403
  169. FC 7002
  170. FC 7002(c); 7120; 7122
  171. FC 7120(b)
  172. FC 7122(a)
  173. VC 12509; 12814.6
  174. FC 302
  175. BPC 25658
  176. PeC 308
  177. United States Constitution, Amendment XXVI

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178. WIC 14005.28; ACIN I-117-00; ACWDL 00-61, 00-20
  179. ACIN I-117-00
  180. ACWDL 00-61
  181. ACIN I-117-00
  182. ACWDL 00-61
  183. WIC 16522; DSSM 30-912
  184. 22 CCR 86001(t)(2)
  185. WIC 11403.2(a)(2)
  186. WIC 11400(r)(1), WIC 11403.2, DSSM 30-913.1
  187. DSSM 30-913.1
  188. DSSM 30-913.2
  189. DSSM 30-914
  190. WIC 389(a); WIC 781(a)
  191. *Id.*
  192. *Id.*
  193. WIC 16164, 16165, 16001.9(a)(8)

**COMMUNITY TREATMENT FACILITY  
PROGRAM STATEMENT INSTRUCTIONS**

**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**

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

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

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

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

<b><u>CASE PLAN GOAL</u></b>	
<input type="checkbox"/> Family Reunification	<input type="checkbox"/> Permanency Planning <input type="checkbox"/> Long term Foster Care <input type="checkbox"/> Legal Guardianship <input type="checkbox"/> Adoption

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

**3. Assessment of Family – Indicate Strength and Weaknesses:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Relative to Be Assessed for Possible Subsequent Placement:

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

Relationship: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

c) Between DPO and Minor	<input type="checkbox"/> Monthly	<input type="checkbox"/> Other	(Justification for Exception to Monthly Contacts/Visits) _____ _____ _____
d) Between DPO and Parents/Legal Guardian	<input type="checkbox"/> Monthly	<input type="checkbox"/> Other	(Justification for Exception to Monthly Contacts/Visits) _____ _____ _____
e) Between DPO and Caregiver	<input type="checkbox"/> Monthly	<input type="checkbox"/> 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: \_\_\_\_\_

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

**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



## Needs & Services Plan Form Index

USE CTRL+Home to return to this page

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# Los Angeles County Provider Needs and Services Plan / Quarterly Report

Group Home  FFA  CTF (Check all that are applicable)  DCFS  Probation Date of Report \_\_\_\_\_

Child's Name: \_\_\_\_\_ D.O.B.: \_\_\_\_\_  Male  Female

PDJ/Court Case #: \_\_\_\_\_

Has Medical # been received?  Yes  No If Yes, Medical #: \_\_\_\_\_

Attorney Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_ Fax #: \_\_\_\_\_

DPO/CSW Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_ Fax #: \_\_\_\_\_

FFA/GH Name: \_\_\_\_\_ Date of Admission: \_\_\_\_\_

Address: \_\_\_\_\_

GH/FFA/CTF Social Worker: \_\_\_\_\_ Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Certified Foster Parent's Name: \_\_\_\_\_

Address: (If confidential, state) \_\_\_\_\_

Initial Plan  Quarterly report period from: \_\_\_\_\_ To \_\_\_\_\_

Date Agency Received Probation 1385 or DCFS 709: \_\_\_\_\_

Updated NSP from: \_\_\_\_\_  
to \_\_\_\_\_

Reason for Placement  
\_\_\_\_\_

Planned Length of Placement  
\_\_\_\_\_

**Qtrly Only** Adjustment to Placement  
\_\_\_\_\_

### Case Plan Goal (Permanency):

See Addendum

Family Reunification  Adoption  Legal Guardianship  PPLA

Comments: \_\_\_\_\_

Reason for Modification to Permanency Plan (if applicable) \_\_\_\_\_

### Concurrent Case Plan Goal:

See Addendum

Adoption  Legal Guardianship  PPLA

Comments: \_\_\_\_\_

Reason for Modification to Concurrent Case Plan (if applicable) \_\_\_\_\_

**For Updated NSP Only** GH/FFA recommendation regarding the feasibility of the child's return to his/her home, placement in another facility or move into Independent Living.  
\_\_\_\_\_

*(For Probation Cases only. Info provided by Probation)*

<b>Criminogenic Factors based on the Probation LARRC Assessment</b>				<b>Notes</b>
<b>Factors and Sub-Factors</b>	<b>High</b>	<b>Moderate</b>	<b>Low</b>	
<b>1. Problem Behaviors &amp; Substance Use Factor</b>				
1.1 Problem Behavior	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1.2 Exposure to Risky Environment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1.3 Delinquent Orientation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1.4 Substance Use	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>2. Family Factor</b>				
2.1 Community Involvement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2.2 Family Cohesion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2.3 Parenting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2.4 Family Activities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>3. Social Relationships Factor</b>				
3.1 Social Relationship	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3.2 Social isolation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>4. Academic Engagement Factor</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>5. Self-Regulation Factor</b>				
5.1 Stress Coping	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5.2 Self-management/concept	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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:  
\_\_\_\_\_

**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

**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.

**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



**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:

***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

**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: \_\_\_\_\_

**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
<b>Behavioral Incident</b> .....	
<b>Danger to Self</b> .....	
<b>Health Related</b> .....	
<b>Unauthorized Absence</b> .....	
<b>School Related</b> .....	
<b>Other</b> .....	

Comments:

**Identified Treatment Needs / Outcome Goals (1—5)**

Outcome Goal — #1	Start Date	Modified/Review Date	Projected Completion Date	Date Goal Achieved
Select One				
Please indicate the Specific Goal and the Plan & Method to achieve goal, Including services to be provided and person(s) responsible.				

Outcome Goal — #2	Start Date	Modified/Review Date	Projected Completion Date	Date Goal Achieved
Select One				
Please indicate the Specific Goal and the Plan & Method to achieve goal, Including services to be provided and person(s) responsible.				

Outcome Goal — #3	Start Date	Modified/Review Date	Projected Completion Date	Date Goal Achieved
Select One				
Please indicate the Specific Goal and the Plan & Method to achieve goal, Including services to be provided and person(s) responsible.				

Outcome Goal — #4	Start Date	Modified/Review Date	Projected Completion Date	Date Goal Achieved
Select One				
Please indicate the Specific Goal and the Plan & Method to achieve goal, Including services to be provided and person(s) responsible.				

Outcome Goal — #5	Start Date	Modified/Review Date	Projected Completion Date	Date Goal Achieved
Select One				
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	Start Date	Modified/Review Date	Projected Completion Date	Date Goal Achieved
Select One				
Please indicate the Specific Goal and the Plan & Method to achieve goal, Including services to be provided and person(s) responsible.				

Outcome Goal — #7	Start Date	Modified/Review Date	Projected Completion Date	Date Goal Achieved
Select One				
Please indicate the Specific Goal and the Plan & Method to achieve goal, Including services to be provided and person(s) responsible.				

Outcome Goal — #8	Start Date	Modified/Review Date	Projected Completion Date	Date Goal Achieved
Select One				
Please indicate the Specific Goal and the Plan & Method to achieve goal, Including services to be provided and person(s) responsible.				

Outcome Goal — #9	Start Date	Modified/Review Date	Projected Completion Date	Date Goal Achieved
Select One				
Please indicate the Specific Goal and the Plan & Method to achieve goal, Including services to be provided and person(s) responsible.				

Outcome Goal — #10	Start Date	Modified/Review Date	Projected Completion Date	Date Goal Achieved
Select One				
Please indicate the Specific Goal and the Plan & Method to achieve goal, Including services to be provided and person(s) responsible.				

See Addendum for additional goals

**Signature Page**

Report prepared by: \_\_\_\_\_ / \_\_\_\_\_  
 Name/Title Signature

**Signatures:**

I have received a copy of the report:

\_\_\_\_\_  
 Youth (if appropriate)  
*Name*

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Parent (If applicable)

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Parent (If applicable)

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 FFA/Group Home Social Worker

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 FFA/Group Home approval signature *(if necessary)*

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Certified Foster Parent (if applicable)

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 DPO/CSW

\_\_\_\_\_  
 Date

\_\_\_\_\_

\_\_\_\_\_  
 Date

\_\_\_\_\_

\_\_\_\_\_  
 Date

Copy of Plan/Quarterly Report  mailed  emailed  faxed  handed to DPO/CSW on \_\_\_\_\_

If unable to obtain DPO/CSW Signature, please document efforts you made to obtain the signature:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**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:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> 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:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> 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).

**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://ltrack.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.

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**1. BEHAVIOR INCIDENTS**

(Any incidents that threaten the physical health, emotional health, or continued safety of any child, e.g. substance abuse, physical violence, physical restraints, seclusion, suicide attempts, sexually related incidents, school incidents, 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.

<b>HOW</b>	<b>TO WHOM</b>	<b>WHEN</b>
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.

<b>HOW</b>	<b>TO WHOM</b>	<b>WHEN</b>
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.**

<b>HOW</b>	<b>TO WHOM</b>	<b>WHEN</b>
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 or annually, whichever is more frequent. This means that all placed children age two years and older must have at least annual medical exams.
- All children age three years and older must have annual dental exams.



**PERIODICITY SCHEDULE FOR HEALTH ASSESSMENT REQUIREMENTS BY AGE GROUPS**

SCREENING REQUIREMENT	AGE OF PERSON BEING SCREENED															
	Under 1 mo.	1-2 mo.	3-4 mo.	5-6 mo.	7-9 mo.	10-12 mo.	13-15 mo.	16-23 mo.	2 yr.*	3 yr.*	4-5 yr*.	6-8 yr*.	9-12 yr*.	13-16 yr*.	17-20 yr*.	
<b>Interval Until Next Exam</b>	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	
<b>HISTORY AND PHYSICAL EXAMINATION</b>	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Anticipatory Guidance	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Dental Assessment	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Development/Behavioral	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Nutritional Assessment	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Pelvic Exam 1																x
Tobacco Assessment		x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
<b>MEASUREMENTS</b>																
Blood Pressure										x	x	x	x	x	x	x
Head Circumference	x	x	x	x	x	x	x	x								
Height/Length and Weight	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
<b>SENSORY SCREENING</b>																
Audiometric 2										x	x	x	x	x	x	x
Clinical Observation	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Non-audiometric	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Visual Activity Test (Snellen) <sup>2</sup>										x	x	x	x	x	x	x
<b>PROCEDURES/TESTS</b>																
Blood Lead Risk Assessment				x	x	x	x	x	x	x	x					
Blood Lead Test						x			x							
Hematocrit or Hemoglobin																
TB Exposure Risk Assessment	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Tuberculin Test											x			x		
Urine Dipstick or Urinalysis											x	x	x	x	x	x
<b>OTHER LABORATORY TESTS</b>																
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															
<b>IMMUNIZATIONS</b>	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.

<p><b>NOTE:</b> 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.</p>
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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: JCMHS reviews and returns PMAF with recommendation/comment to 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: PDC distributes copies of signed PMAF to JCMHS, Dr. and DCFS D-Rate Unit.
- Court Day 8: DCFS D-Rate Unit distributes copy of signed PMAF to Caregiver, CSW 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 physician’s 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

COUNTY OF LOS ANGELES • DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
**MEDICAL EXAMINATION FORM - INSTRUCTIONS**

Please refer to the MEDICAL RECORD PROCEDURES FOR FOSTER CAREGIVERS on the reverse side of this form.

**(To be completed by CSW/Caregiver. Please print legibly.)**

Infants (0-2 years) or 'High Risk' children must be medically examined within three (3) days of initial placement. 'High Risk,' means one or more of the following conditions exists: a past or present significant medical problem or chronic illness; possible contagious disease; on medication; and/or a social problem (e.g., language barrier) which might conceal an unmet medical need.

Child must have medical exam within thirty (30) days of initial placement.

Child needs annual/age-appropriate medical exam by \_\_\_\_\_.

CHILD's NAME: \_\_\_\_\_ DOB: \_\_\_\_\_ CASE #: \_\_\_\_\_ DATE PLACED: \_\_\_\_\_

CAREGIVER: \_\_\_\_\_ (Phone) \_\_\_\_\_ (FFA) \_\_\_\_\_ (Phone) \_\_\_\_\_

CSW: \_\_\_\_\_ (File #) \_\_\_\_\_ (Phone) \_\_\_\_\_ (Fax) \_\_\_\_\_

Medical data entered into CWS/CMS by: (Name) \_\_\_\_\_ (Date) \_\_\_\_\_

**MEDICAL EXAMINATION FORM** (To be completed by Doctor)

**PHYSICAL EXAMINATION**

Doctor is a CHDP provider? Yes No Was child tested for lead poisoning? Yes No

Date of Physical Examination: \_\_\_\_\_ Name of Doctor: \_\_\_\_\_

- Initial CHDP/CHDP-equivalent examination.
- Annual/age-appropriate CHDP/CHDP-equivalent examination.
- Other/Follow-up visit.
- Doctor's own exam form or PM 160 attached. If not attached, complete below.
- Entered into Health and Education Passport.

**Physical Exam results:** Age: \_\_\_\_\_ (Yrs.) \_\_\_\_\_ (Mos.) \_\_\_\_\_ (Wks.) Height: \_\_\_\_\_ % \_\_\_\_\_ Weight: \_\_\_\_\_ % \_\_\_\_\_  
(May be continued on additional pages if necessary. If so, provider must date and sign second page.)

(Treatment given; Medications Prescribed. Please attach copies of supporting documentation; test results, etc.)

If follow-up care indicated, specify: \_\_\_\_\_

Immunizations given: \_\_\_\_\_  
(If appropriate, complete Immunization Record)

Signature of Health Care Provider: \_\_\_\_\_ (Date) \_\_\_\_\_  
(Doctor, Nurse Practitioner, Physician's Assistant)

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

(Signature Stamp Required)

**MEDICAL RECORD PROCEDURES FOR FOSTER CAREGIVERS**

Caregiver is a Foster Parent, Relative, Group Home, or Foster Family Agency.

The HEALTH & EDUCATION PASSPORT (HEP) BINDER accompanies each child at the time of placement. The Children's Social Worker (CSW) will review the HEP BINDER with you at each visit.

The Health and Education Passport must be taken to all medical visits, including the initial examination visit. The health care provider must record all current medical services and tests on the DCFS 561(a). Please add the completed forms to the child's HEP BINDER.

**Immediately notify the child's CSW (or Supervising CSW, if the CSW is unavailable) when there is any change in the child's mental, medical and/or dental health that required urgent medical care.**

**If the child is removed from your care, the child's complete HEP BINDER, including the Immunization Record, shall be returned to the CSW *at the time of removal*, as the HEP BINDER must accompany the child upon replacement.**

Please use the Child Health and Disability Prevention (CHDP) Program for medical and dental examinations. Please refer to the following CHDP periodicity schedule. For more information on the CHDP program please refer to the CHDP brochure in the HEP BINDER.

**HEALTH CARE EXAMINATIONS PERIODICITY SCHEDULE**

**Within 30 days of the initial placement, all foster children must have a medical examination.**

Children under age 2 years require more frequent medical examinations as follows:

- Children from birth to 6 months need an examination every two months.
- Children from 7 to 15 months need quarterly (every 3 months) examinations.
- Children from 16 to 23 months need semi-annual (every six months) examinations.
- Children 24 months and older need annual (yearly) examinations.
- Children are also to have immunizations according to the current Recommended Childhood Immunization Schedule.

# DENTAL EXAMINATION FORM - INSTRUCTIONS

## MEDICAL RECORD PROCEDURES FOR FOSTER CAREGIVERS (Caregiver is a Foster Parent, Relative, Group Home, or FFA.)

The HEALTH & EDUCATION PASSPORT (HEP) BINDER accompanies each child at the time of placement. The Children's Social Worker (CSW) will review the HEP BINDER with you at each visit.

The Health and Education Passport must be taken to all medical visits, including the initial examination visit. The health care provider must record all current medical services and tests on the DCFS 561(b). Please add the completed forms to the child's HEP BINDER.

**Immediately notify the child's CSW (or Supervising CSW, if the CSW is unavailable) when there is any change in the child's mental, medical and/or dental health that required urgent medical care.**

**If the child is removed from your care, the child's complete HEP BINDER, including the Immunization Record, shall be returned to the CSW at the time of removal, as the HEP BINDER must accompany the child upon replacement.**

**Dental Care Examination Periodicity Schedule:** Annual dental examination required at age 3 and above.

**(To be completed by CSW/Caregiver. Please print legibly.)**

- Child needs dental examination within thirty (30) days of initial placement.
- Child does not need dental examination because child had a dental examination within one (1) year of placement.
- Child needs dental examination by \_\_\_\_\_.

CHILD's NAME: \_\_\_\_\_ DOB: \_\_\_\_\_ CASE #: \_\_\_\_\_ DATE PLACED: \_\_\_\_\_

CAREGIVER: \_\_\_\_\_ (Phone) \_\_\_\_\_ (FFA) \_\_\_\_\_ (Phone) \_\_\_\_\_

CSW: \_\_\_\_\_ (File #) \_\_\_\_\_ (Phone) \_\_\_\_\_ (Fax) \_\_\_\_\_

**Dental data entered into CWS/CMS by: (Name) \_\_\_\_\_ (Date) \_\_\_\_\_**

## DENTAL EXAMINATION FORM (To be completed by Dentist.)

### DENTAL EXAMINATION

Date of Dental Examination: \_\_\_\_\_ Name of Dentist: \_\_\_\_\_

- Annual Required Examination
- Other/Follow-Up Visit
- Dentist's own exam form is attached. If not attached, complete below.

**Dental Exam results:** (Treatment given; Medications Prescribed. Please attach copies of supporting documentation; test results, etc.)

\_\_\_\_\_  
\_\_\_\_\_

(May be continued on additional pages if necessary. If so, provider to include child's name and DOB, and sign and date additional pages.)

If follow-up care indicated, specify: \_\_\_\_\_

Signature of Health Care Provider: \_\_\_\_\_ (Date) \_\_\_\_\_  
(Dentist)

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

(Signature Stamp Required)

COUNTY OF LOS ANGELES • DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
**PSYCHOLOGICAL/OTHER EXAMINATION FORM - INSTRUCTIONS**

**MEDICAL RECORD PROCEDURES FOR FOSTER CAREGIVERS** (Caregiver is a Foster Parent, Relative, Group Home, or FFA).

The HEALTH & EDUCATION PASSPORT (HEP) BINDER accompanies each child at the time of placement. The Children's Social Worker (CSW) will review the HEP BINDER with you at each visit.

The Health and Education Passport must be taken to all medical visits, including the initial examination visit. The health care provider must record all current medical services and tests on the DCFS 561(c). Please add the completed forms to the child's HEP BINDER.

**Immediately notify the child's CSW (or Supervising CSW, if the CSW is unavailable) when there is any change in the child's mental, medical and/or dental health that required urgent medical care.**

**If the child is removed from your care, the child's complete HEP BINDER, including the Immunization Record, shall be returned to the CSW at the time of removal, as the HEP BINDER must accompany the child upon replacement.**

**(To be completed by CSW/Caregiver. Please print legibly.)**

CHILD's NAME: \_\_\_\_\_ DOB: \_\_\_\_\_ CASE #: \_\_\_\_\_ DATE PLACED: \_\_\_\_\_

CAREGIVER: \_\_\_\_\_ (Phone) \_\_\_\_\_ (FFA) \_\_\_\_\_ (Phone) \_\_\_\_\_

CSW: \_\_\_\_\_ (File #) \_\_\_\_\_ (Phone) \_\_\_\_\_ (Fax) \_\_\_\_\_

**Data entered into CWS/CMS by: (Name) \_\_\_\_\_ (Date) \_\_\_\_\_**

**PSYCHOLOGICAL/OTHER EXAMINATION FORM**

(To be completed by Mental Health or other Professional Health Care Provider, e.g., Psychiatrist, Psychologist, L.C.S.W., L.M.F.T., Speech Therapist, Physical Therapist, etc.)

**OTHER HEALTH CARE PROVIDER**

Date Child Seen: \_\_\_\_\_ Name of Health Care Provider: \_\_\_\_\_

**Diagnosis/Treatment:** (Treatment given. Medications Prescribed. Please attach copies of supporting documentation; test results, etc.)  
**(May be continued on additional pages if necessary. If so, provider to also sign and date additional pages.)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Court authorization obtained for psychotropic medication(s)?**  **Yes** **Date of Authorization** \_\_\_\_\_  **N/A**

(Psychotropic medications for Court dependent children must be authorized by the Court. The Court authorization must be renewed every six months. )

**If Yes, what psychotropic medication(s) prescribed?** \_\_\_\_\_

If follow-up care indicated, specify: \_\_\_\_\_

Signature of Health Care Provider: \_\_\_\_\_ (Date) \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_



**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.



**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

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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

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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  $6\frac{2}{3}$  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 allowablility 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



**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.*

**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	<u>10,000</u>	
Allocable indirect costs	240,000	
Total agency-wide indirect salaries		\$1,000,000
Indirect cost rate ( $\$240,000/\$1,000,000$ )	24%	
Program direct salaries	\$100,000	
Program indirect costs ( $24\% \times \$100,000$ )		<u>\$24,000</u>

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.

**LINE ITEM BUDGET**

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME \_\_\_\_\_

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Contractor to sign this Contractor Acknowledgement, and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor's employees, consultants, Outsourced Vendors and independent sub-Contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff 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. Contractor understands and agrees that Contractor's Staff 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.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff 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 such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agree that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Program Manager. Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information 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 Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware. Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress. The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above. Contractor and Contractor's Staff acknowledge that violation of this agreement may subject them to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

## 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 health, 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 Policies 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: \_\_\_\_\_



## CONTRACTOR'S NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT FORM

**(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)**

Contractor Name \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

### GENERAL INFORMATION:

The Contractor 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's Non-Employee Acknowledgement and Confidentiality Agreement.

### NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above 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 health, 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 Policies 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 Contractor 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 Contractor 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 Contractor 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 Contractor.

Cont.

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 Contractor 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 Contractor upon completion of this contract or termination of my employment with Contractor, 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: \_\_\_\_\_

**SEMI-ANNUAL EXPENDITURE REPORT**

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:

<b>REVENUE AND EXPENDITURE SUMMARY</b>		
	Total for 6 Months	Year-To-Date
<b>A. <u>Total CTF Revenues</u></b> (L.A. Co. Children Only)	<b>\$</b>	<b>\$</b>
<b>B. <u>Allowable Contract Expenditures</u></b> (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)		
<b>Total Allowable Contract Expenditures</b>	<b>\$</b>	<b>\$</b>
<b>C. <u>Total un-Expended CTF Funds from Current Contract</u></b> (Total Revenues received from COUNTY less Total Allowable Contract Expenditures) [See Contract, Section 17.5]	<b>\$</b>	<b>\$</b>
<b>D. <u>Total unexpended Funds Received from COUNTY from September 1, 2003 through the expiration date of the most recently completed contract term.</u></b>		<b>\$</b>
<b>E. <u>Total Accumulated Unexpended CTF Funds</u></b> (Add un-Expended funds from current Contract and unexpended funds from previous COUNTY CTF contracts)		<b>\$</b>

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 CTF 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



**HEALTH AND SAFETY CODE SECTION 1522 AND SECTION 1522.41(a-c)**

**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. An individual shall be required to obtain either a criminal record clearance or a criminal record exemption from the State Department of Social Services before his or her initial presence in a community care facility. (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 to the 2014-15 fiscal years, inclusive, 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 nonmedical board, room, and care for six or less children or for obtaining a criminal record of the applicant pursuant to this section. (4) The following shall apply to the criminal record information: (A) If the State Department of Social Services finds that the applicant, or any other person specified in subdivision (b), has been convicted of a crime other than a minor traffic violation, the application shall be denied, unless the director grants an exemption pursuant to subdivision (g). (B) If the State Department of Social Services finds that the applicant, or any other person specified in subdivision (b) is awaiting trial for a crime other than a minor traffic violation, the State Department of Social Services may cease processing the application until the conclusion of the trial. (C) If no criminal record information has been recorded, the Department of Justice shall provide the applicant and the State Department of Social Services with a statement of that fact. (D) If the State Department of Social Services finds after licensure that the licensee, or any other person specified in paragraph (1) 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 fingerprint images and related information 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

## EXHIBIT F

Federal Bureau of Investigation's criminal offender record information search response 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 prescribed 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.

(F) The State Department of Social Services shall develop procedures to provide the individual's state and federal criminal history information with the written notification of his or her exemption denial or revocation based on the criminal record. Receipt of the criminal history information shall be optional on the part of the individual, as set forth in the agency's procedures. The procedure shall protect the confidentiality and privacy of the individual's record, and the criminal history information shall not be made available to the employer.

(G) Notwithstanding any other law, the department is authorized to provide an individual with a copy of his or her state or federal level criminal offender record information search response as provided to that department by the Department of Justice if the department has denied a criminal background clearance based on this information and the individual makes a written request to the department for a copy specifying an address to which it is to be sent. The state or federal level criminal offender record information search response shall not be modified or altered from its form or content as provided by the Department of Justice and shall be provided to the address specified by the individual in his or her written request. The department shall retain a copy of the individual's written request and the response and date provided. (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

## EXHIBIT F

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 repair person 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 decisionmaker. 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 decisionmaker, 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 friend 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 friend 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



## EXHIBIT F

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, a person specified in subdivision (b) who is not exempted from fingerprinting shall obtain either a criminal record clearance or an exemption from disqualification pursuant to subdivision (g) from the State Department of Social Services prior to employment, residence, or initial presence in the facility. A person specified in subdivision (b) who is not exempt from fingerprinting shall be fingerprinted and shall sign a declaration under penalty of perjury regarding any prior criminal convictions. The licensee shall submit fingerprint images and related information to the Department of Justice and the Federal Bureau of Investigation, through the Department of Justice, for a state and federal level criminal offender record information search, or comply with paragraph (1) of subdivision (h). These fingerprint images and related information shall be 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 prohibit the employment, residence, or initial presence of a person specified in subdivision (b) who is not exempt from fingerprinting and who has not received either a criminal record clearance or an exemption from disqualification pursuant to subdivision (g) 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 fingerprint images and related information shall then be submitted to the Department of Justice 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 fingerprint images, 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 fingerprint images. Documentation of the individual's clearance or exemption from disqualification shall be maintained by the licensee and be available for inspection. If new fingerprint images are required for processing, the Department of Justice shall, within 14 calendar days from the date of receipt of the fingerprints, notify the licensee

## EXHIBIT F

that the fingerprints were illegible, the Department of Justice shall notify the State Department of Social Services, as required by Section 1522.04, 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 subdivision (b) who are exempt from fingerprinting, the licensee shall endeavor to ascertain the previous employment history of persons required to be fingerprinted. If it is determined by the State Department of Social Services, on the basis of the fingerprint images and related information submitted to the Department of Justice, that subsequent to obtaining a criminal record clearance or exemption from disqualification pursuant to subdivision (g), 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 from disqualification 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 from disqualification 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 from disqualification 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 result in a citation of deficiency and an immediate assessment of civil penalties in the amount of one hundred dollars (\$100) per violation per day and shall be grounds for disciplining the licensee pursuant to Section 1550.

(4) The department may issue an exemption from disqualification 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 from disqualification 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 from disqualification pursuant to subdivision (g). The individual may seek an exemption from disqualification 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 or certificate of approval to any person or persons to operate 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 California and Federal Bureau of Investigation criminal history information to determine whether

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the applicant or any person specified in subdivision (b) who is not exempt from fingerprinting has ever been convicted of a crime other than a minor traffic violation or arrested for any crime specified in subdivision (c) of 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. The State Department of Social Services or other approving authority shall not issue a license or certificate of approval to any foster family home or certified family home applicant who has not obtained both a California and Federal Bureau of Investigation criminal record clearance or exemption from disqualification pursuant to subdivision (g).

(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) who are not exempt from fingerprinting 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) who is not exempt from fingerprinting 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 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) To the same extent required for federal funding, an applicant for a foster family home license or for certification as a family home, and any other person specified in subdivision (b) who is not exempt from fingerprinting, shall submit a set of fingerprint images and related information to the Department of Justice and the Federal Bureau of Investigation, through the Department of Justice, for a state and federal level criminal offender record information search, in addition to the criminal records search required by subdivision (a).

(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) Subsequent to initial licensure or certification, a person specified in subdivision (b) who is not exempt from fingerprinting shall obtain both a California and Federal Bureau of Investigation criminal record clearance, or an exemption from disqualification pursuant to subdivision (g), prior to employment, residence, or initial presence in the foster family or certified family home. A foster family home licensee or foster family agency shall submit fingerprint images and related information of persons specified in subdivision (b) who are not exempt from fingerprinting to the Department of Justice and the Federal Bureau of Investigation, through the Department of Justice, for a state and federal level criminal offender record information search, or to comply with paragraph (1) of subdivision (h). A foster family home licensee's or a foster family agency's failure to either prohibit the employment, residence, or initial presence of a person specified in subdivision (b) who is not exempt from fingerprinting and who has not received either a criminal record clearance or an exemption from disqualification pursuant to subdivision

## EXHIBIT F

(g), 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 home licensee or the foster family agency pursuant to Section 1550. The State Department of Social Services may assess penalties for continued violations, as permitted by Section 1548. The fingerprint images shall then be submitted to the Department of Justice 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) who is not exempt from fingerprinting, has been convicted of a crime other than a minor traffic violation, the application shall be denied, unless the director grants an exemption from disqualification 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 subdivision (b) who is not exempt from fingerprinting, 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 from disqualification pursuant to subdivision (g). A licensee's failure to comply with the department's prohibition of employment, contact with clients, or presence in the facility as required by paragraph (3) of subdivision (c) shall be grounds for disciplining the licensee pursuant to Section 1550. (e) The State Department of Social Services shall not use a record of arrest to deny, revoke, or terminate any application, license, employment, or residence unless the department investigates the incident and secures evidence, whether or not related to the incident of arrest, that is admissible in an administrative hearing to establish conduct by the person that may pose a risk to the health and safety of any person who is or may become a client. The State Department of Social Services is authorized to obtain any arrest or conviction records or reports from any law enforcement agency as necessary to the performance of its duties to inspect, license, and investigate community care facilities and individuals associated with a community care facility. (f) (1) For purposes of this section or any other provision of this chapter, a conviction means a plea or verdict of guilty or a conviction following a plea of nolo contendere. Any action 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 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 paragraph (4) of subdivision (a), or for a license, special permit, or certificate of approval as specified in paragraphs (4), (7), and (8) 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 shall 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 (c) 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. This clause shall not apply to foster care providers, including relative caregivers, nonrelated extended family members, or any other person specified in subdivision (b), in those homes where the individual has been convicted of an offense described in paragraph (1) of subdivision (c) of Section 667.5 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. (C) Under no circumstances shall an exemption be granted pursuant to this subdivision to any foster care provider applicant if that applicant, or any other person specified in subdivision (b) in those homes, has a felony conviction for either of the following offenses: (i) A felony conviction for child abuse or neglect, spousal abuse, crimes against a child, including child pornography, or for a crime involving violence, including rape, sexual assault, or homicide, but not including other physical assault and battery. For purposes of this subparagraph, a crime involving violence means a violent crime specified in clause (i) of subparagraph (A), or subparagraph (B). (ii) A felony conviction, within the last five years, for physical assault, battery, or a drug- or alcohol-related offense. (iii) This subparagraph shall not apply to

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licenses or approvals wherein a caregiver was granted an exemption to a criminal conviction described in clause (i) or (ii) prior to the enactment of this subparagraph. (iv) This subparagraph shall remain operative only to the extent that compliance with its provisions is required by federal law as a condition for receiving funding under Title IV-E of the federal Social Security Act (42 U.S.C. Sec. 670 et seq.). (2) The department shall not prohibit a person from being employed or having contact with clients in a facility on the basis of a denied criminal record exemption request or arrest information unless the department complies with the requirements of Section 1558. (h) (1) For purposes of compliance with this section, the department may permit an individual to transfer a current criminal record clearance, as defined in subdivision (a), from one facility to another, as long as the criminal record clearance has been processed through a state licensing district office, and is being transferred to another facility licensed by a state licensing district office. The request shall be in writing to the State Department of Social Services, and shall include a copy of the person's driver's license or valid identification card issued by the Department of Motor Vehicles, or a valid photo identification issued by another state or the United States government if the person is not a California resident. Upon request of the licensee, who shall enclose a self-addressed envelope for this purpose, the State Department of Social Services shall verify whether the individual has a clearance that can be transferred.

(2) The State Department of Social Services shall hold criminal record clearances in its active files for a minimum of three 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, a county office with department-delegated licensing authority, or a county child welfare agency with criminal record clearance and exemption 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.

(5) (A) A county child welfare agency with authority to secure clearances pursuant to Section 16504.5 of the Welfare and Institutions Code and to grant exemptions pursuant

to Section 361.4 of the Welfare and Institutions Code may accept a clearance or exemption from another county with criminal record and exemption authority pursuant to these sections. (B) 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 a county child welfare agency with criminal record clearance and exemption authority, the Department of Justice shall process a request from a county child welfare agency with criminal record and exemption 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 State Department of Social Services and the Department of Justice. (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) The State Department of Social Services may charge a fee for the costs of processing electronic fingerprint images and related information. (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.

**1522.41.** (a) The director, in consultation and collaboration with county placement officials, group home provider organizations, the Director of Health Care Services, and the Director of Developmental Services, shall develop and establish a certification program to ensure that administrators of group home facilities have appropriate training to provide the care and services for which a license or certificate is issued. (b) (1) In addition to any other requirements or qualifications required by the department, an administrator of a group home facility shall successfully complete a department-approved certification program, pursuant to subdivision (c), prior to employment. An administrator employed in a group home on the effective date of this section shall meet the requirements of paragraph (2) of subdivision (c). (2) In those cases where the individual is both the licensee and the administrator of a facility, the individual shall comply with all of the licensee and administrator requirements of this section. (3) Failure to comply with this section shall constitute cause for revocation of the license of the facility. (4) The licensee shall notify the department within 10 days of any change in administrators. (c) (1) The administrator certification programs shall require a minimum of 40 hours of classroom instruction that provides training on a uniform core of knowledge in each of the following areas: (A) Laws, regulations, and policies and procedural standards that impact the operations of the type of facility for which the applicant will be an administrator. (B) Business operations. (C) Management and supervision of staff.

- (D) Psychosocial and educational needs of the facility residents.
  - (E) Community and support services.
  - (F) Physical needs for facility residents.
  - (G) Administration, storage, misuse, and interaction of medication used by facility residents.
  - (H) Resident admission, retention, and assessment procedures, including the right of a foster child to have fair and equal access to all available services, placement, care, treatment, and benefits, and to not be subjected to discrimination or harassment on the basis of actual or perceived race, ethnic group identification, ancestry, national origin, color, religion, sex, sexual orientation, gender identity, mental or physical disability, or HIV status.
  - (I) Instruction on cultural competency and sensitivity relating to, and best practices for, providing adequate care to lesbian, gay, bisexual, and transgender youth in out-of-home care.
  - (J) Nonviolent emergency intervention and reporting requirements.
  - (K) Basic instruction on the existing laws and procedures regarding the safety of foster youth at school and the ensuring of a harassment- and violence-free school environment contained in the School Safety and Violence Prevention Act (Article 3.6 (commencing with Section 32228) of Chapter 2 of Part 19 of Division 1 of Title 1 of the Education Code).
- (2) The department shall adopt separate program requirements for initial certification for persons who are employed as group home administrators on the effective date of this section. A person employed as an administrator of a group home facility on the effective date of this section shall obtain a certificate by completing the training and testing requirements imposed by the department within 12 months of the effective date of the regulations implementing this section. After the effective date of this section, these administrators shall meet the requirements imposed by the department on all other group home administrators for certificate renewal.
- (3) Individuals applying for certification under this section shall successfully complete an approved certification program, pass a written test administered by the department within 60 days of completing the program, and submit to the department the documentation required by subdivision (d) within 30 days after being notified of having passed the test. The department may extend these time deadlines for good cause. The department shall notify the applicant of his or her test results within 30 days of administering the test.



**DCFS 4389 (4/94) DECLARATION IN SUPPORT OF ACCESS TO  
JUVENILE RECORD (WIC 827) INCLUDING ADDITIONAL  
CONFIDENTIALITY ISSUES and  
CWS HANDBOOK PROCEDURAL GUIDE 0500-501.20**

Name, Address and Telephone Number of Petitioner

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

Relationship to Minor:

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES  
JUVENILE COURT**

**IN THE MATTER OF:**

Juvenile Case Number

A MINOR

**DECLARATION IN SUPPORT OF ACCESS TO  
JUVENILE RECORDS (WIC 827)**

Date of Birth: \_\_\_\_\_

**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 than 30 days after the initial placement. The summary shall include but not be limited to, the names and addresses of the child's educational provider, grade level performances and immunization records. A child's grade transcripts, individualized education plans (IEP) may be provided to that placement. For each subsequent placement, CSWs shall provide a current summary within 48 hours of placement.

- 2) 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**  
**E060-0530**  
**OVERPAYMENT POLICY**

Date Issued: **10/24/12**

- New Policy Release
- Revision of existing Procedural Guide E060-0530, Overpayments, dated: 02/19/02

**Revision Made:** This is a complete re-write of the existing 2/19/02 policy. It has been written in the revised format, and updated to ensure compliance with all State and Federal requirements.

Cancels:

**POLICY/BACKGROUND STATEMENT**

The Department continues to focus on the three priority outcomes. We have identified improved safety for children, reduced reliance on out-of-home care, and improved timelines to permanency. Timely permanence is achieved, with the first permanency option being reunification, followed by adoption and legal guardianship with a relative followed by legal guardianship with an unrelated caregiver.

**APPLICABLE TO**

This Management Directive is applicable to Title IV-E Overpayments Collection.

**WHAT CASES ARE AFFECTED**

The Procedural Guide is an update to the new format, a revision of all sections regarding state regulations applicable to Aid to Families of Dependent Children – Foster Care (AFDC-FC) identification of overpayments and collection of overpayments from foster care providers. This policy is to ensure regulatory compliance standards continue to be met. This policy is applicable to all new and existing referrals and cases in which AFDC-FC overpayments were or have been discovered on or after 7/1/2009 regarding foster care providers.

## OPERATIONAL IMPACT

Welfare and Institutions Code (WIC) Section 11004 requires that overpayments, which occur in public social services programs, be collected. Senate Bill 84 adopted various statutes to implement the Federal Improper Payments Act of 2002. This bill directed the State to update and create regulations defining overpayments and allowing for the collection of overpayments from all forms of foster care providers, including GHs or FFAs. As all forms of foster providers are subject to overpayment collection, this policy will address discovery of overpayments and determinations regarding the collectability of overpayments. The policy will note the different criteria governing the determination regarding collectability of overpayments from single foster homes relatives, non-related family members (NERFM) and non related legal guardians versus the criteria governing collectability of overpayments from GHs and FFAs. The policy will also review the type of due process required for all foster care providers, outlining the rights of the foster providers to request either or both an informal and/or State Fair Hearing (SFH) to dispute the overpayment discovered by the County. Last, the policy will address when an overpayment is collectible and identified for purposes of federal remittance of the 60% share along with the reporting process for uncollectible or uncollected debt to the California Department of Social Services (CDSS).

### Definition of an Overpayment

An “overpayment” will be any amount of aid paid which a foster care provider received on behalf of a child to which the provider was not entitled, or an expenditure made by a Foster Family Agency or a Group Home provider not in conformity with WIC Section 11-404. A “Foster Care Provider” includes, but is not limited to, Group Homes (GHs), Foster Family Agencies (FFAs), Small Family Homes, Foster Family Homes (FFHs), Relative Homes (RHs), Non-Related Extended Family Members (NREFMs), and Non-related Legal Guardians (NRLGs). (See CDSS Eligibility and Assistance Standards (EAS) 45-304.1.11.)

The amount a provider is not entitled to is “an amount paid for any period of time in which the foster child was not cared for in that home” (CDSS EAS 45-304.122). However, if an AFDC FC eligible child is temporarily absent from an eligible facility, not more than 14 days, for school, work or training, hospitalization, visiting, vacationing, emergency circumstance, the County may make payment to the eligible facility in order to continue to meet the child’s needs. (CDSS EAS 45-302). An expenditure made by a Foster Care Provider can include payments in which a child was not in the home and will also include those expenditures not in conformity with the items outlined in Section 11-404 (CDSS EAS 45-304.11, 11-404, 11-403(c) and 11403.8.

**PROCEDURES****A. WHEN: NEW DETECT LISTING INDICATES A POTENTIAL OVERPAYMENT****Overpayment/Recovery Staff Responsibilities:**

1. Receive a new Overpayment Detect listing and/or assignment of potential overpayment from Eligibility (ES).
2. Access APPS, CWS/CMS and the Automated Overpayment Collection System – Integrated Financial System (IFS).
3. Review and reconcile the data on the computer systems to verify the reason for the overpayment.
  - a. If APPS, CWS/CMS and the IFS are consistent, proceed with step B. or C.
  - b. If APPS, CWS/CMS and the IFS are not consistent, contact the regional Eligibility Supervisor (ES)/Eligibility Worker (EW)/CSW and resolve the inconsistent information.

**B. WHEN: THERE IS AN INVALID OVERPAYMENT/BUDGET CODING**

An invalid overpayment is caused by a budget coding error. All or part of the overpayment may be invalid.

**Overpayment/Recovery Staff Responsibilities:**

1. Review the APPS, CWS/CMS and IFS. Determine if the regional EW's corrective budget action eliminated the overpayment on APPS.
  - a. If the corrective budget action eliminated or decreased the overpayment, enter the overpayment 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.
  - b. b. If the corrective budget action did not function or did not eliminate the overpayment, forward the information to the ES.

**Eligibility Supervisor Responsibilities:**

1. Inform the regional ES/EW/CSW via e-mail to advise them of the need for corrective action to eliminate the overpayment.

**C. WHEN: THERE IS A DISCOVERED OVERPAYMENT****Overpayment/Recovery Staff Responsibilities:**

1. Determine the type of foster care provider and if the overpayment is collectible or uncollectible (See section "D" to determine if collectible or uncollectible. The criteria noted in section "D" does not apply to GHs or FFAs. See section "E" regarding uncollectable criteria for GHs and FFAs.
  - a. Access the APPS and IFS and enter the overpayment status code, adjustment and comments. The following must be documented:
    - Amount of the overpayment;
    - Date of discovery of the overpayment;
    - The actual days overpaid and/or identify the expenditure not in conformity with State Regulation 11-404.
    - Aid code for which the overpayment was made;
    - Description of the circumstances that resulted in the payment error.

**NOTE:** Overpayment recovery will not be initiated when it has been more than one year since the initial discovery of an overpayment. The date of discovery is controlling, not the date of the actual overpayment. The initial discovery of the overpayment may occur more than one year after the actual overpayment occurred and recovery will be sought.

**D. WHEN: DETERMINING IF THE OVERPAYMENT IS UNCOLLECTIBLE FROM A FFH, RH, NRLG OR NREFM****Overpayment/Recovery Staff Responsibilities:**

1. An overpayment will **not** be collected from a FFH, RH, NRLG or NREFM when any of the following conditions exist:
  - a. The overpayment was exclusively the result of a County administrative error.
  - b. Neither the County 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.

- c. The provider did not have knowledge of, and did not contribute to, the cause of the overpayment(s).
- d. The cost of the collection exceeds the amount of the overpayment, i.e. costs which the County will 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. (This will require a Director's Write-Off. See Management Directive #11-03, dated 11/10/11.)
- e. If the above circumstances in (a), (b), or (c) occur, this is considered an Uncollectible Overpayment. The staff will request a voluntary repayment (SOC 841). If the circumstance is as set forth under (d) above, Director's Write-Off, no further attempts to collect, including voluntary repayment, will occur.
  - Initiate the SOC 841, Notice of Overpayment and Request for Voluntary Repayment. If the provider does not respond, no further collection efforts are to be made. The overpayment remains an "Uncollectible Overpayment."
  - If the caregiver agrees to a voluntary repayment of the overpayment, determine the method of payment:
    1. Voluntary lump sum repayment;
    2. Voluntary repayment agreement; or
    3. Voluntary grant offset.
  - Complete the Voluntary Repayment Agreement as appropriate.
- f. If any of the circumstances listed in 1 a, b, c, or d have occurred and the overpayment remains uncollectible or should not be pursued, the staff will ensure that the documentation required by Management Directive # 11-03 is reviewed and prepared. Further, ensure that the report and supporting documentation are included in the monthly report to the State Department of Social Services regarding uncollectible overpayments.

**NOTE:** Caregiver and Department of Children and Family Services (DCFS) staff must sign the Voluntary Repayment Agreement. Regulations do not prevent counties from collecting an overpayment that results from the payment of aid paid pending.



**E. WHEN: DETERMINING IF THE OVERPAYMENT IS UNCOLLECTIBLE FROM A GH OR FFA****Overpayment/Recovery Staff Responsibilities:**

1. An overpayment is not collectible from a GH or FFA under the following conditions:
  - a. The GH or FFA is no longer in business (CDSS EAS 45-304.126).
  - b. The GH or FFA is no longer licensed by the State Department of Social Services (CDSS EAS 45-304.126);
- If the overpayment involved payment to a GH or FFA for periods of time when the child was not in the home, and it is discovered during the process that the agency has gone out of business or is no longer licensed by the CDSS, the County will not take any further action or activity which could lead to the establishment of an overpayment. The County is required to contact the CDSS and seek prior written approval from CDSS to continue to take action to collect. If CDSS denies the County the right to collect, the overpayment will be uncollectible and the Department will be relieved from repayment of the federal share (CDSS EAS 45-304.126); (a) and (b) and WIC 11466.23(c)(1)(C).
- If the overpayment involved a GH or FFA which identified expenditures not in conformity with State Regulation 11-404, the County will not initiate a financial or fiscal audit nor will it take any action in furtherance of an existing financial or fiscal audit. The County will not perform any activity that could lead to the establishment of an overpayment. Again, the County is required to contact CDSS and seek prior written approval of CDSS to continue to take action to collect. If CDSS denies the County the right to collect, the overpayment will be uncollectible and the County will be relieved from repayment of the federal share (CDSS EAS 45-304.126); (a) and (b) and WIC 11466.23(c)(1)(C).
- Again, under these circumstances no voluntary attempts (SOC 841) to collect the overpayment should be attempted, if the CDSS does not authorize collection processes to continue.
- The following will be maintained in DCFS files indefinitely: 1) Letter to CDSS regarding the overpayment and closure or loss of license and requesting direction on collection within 30 days; 2) CDSS written response denying collection or documentation of no response from CDSS authorizing collection within 30 days; 3) All supporting documentation regarding the discovery of overpayments including, but not limited to, signed vouchers, Auditor Controller Reports, documentation on attempts to resolve the amount, information supporting the closure and/or lack of licensure of the GH or FFA; 4)

Any other records developed up to and including the written response or lack thereof, from CDSS denying the ability to take further action to collect.

- c. If the cost of the collection exceeds the amount of the overpayment, (i.e. costs which the County will 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) see Management Directive #11-03 regarding Director's Write-Off and preparation of the report for documentation and reporting to the CDSS as an uncollected debt (CDSS EAS 45-304.125 and WIC 11466.23(c)(1)(B)).

**F. WHEN: THE OVERPAYMENT IS DETERMINED COLLECTIBLE FROM THE FOSTER CARE PROVIDER**

**Overpayment/Recover Staff Responsibilities:**

- 1. GH, FFA, FFH, RH, NRLG, NREFM.

Take the following steps:

- a. Determine from whom the overpayment may be recovered;
  - b. Document the amount of the overpayment;
  - c. Document actual dates of the overpayment and/or the items not in conformity with State Regulation 11-404.
  - d. Document the date the overpayment was discovered. (This is the date it was determined that the amount was a valid, collectable overpayment);
  - e. Enter the Aid code for overpayment;
  - f. Document the reason that the overpayment occurred.
- 2. Complete the NA 1261, Notice of Action sending two (2) copies to the provider and maintain one copy in the overpayment file. Document by proof of mailing or by cover letter the date the NA 1261 was mailed. If this is a GH or FFA overpayment identified by Audit, ensure that all other necessary documents are also issued with the NA 1261 (Audit Report, FCAP, etc.)
  - 3. Log the information regarding the NA 1261 into the SB 84, Control Log (in Excel).

4. Set a control date for a 30-day response for request of an Informal Hearing and a 90-day response to verify if a request for SFH has been made to the DCFS Appeals State Hearing Unit.

**NOTE:** The foster care provider has 30 days from the mailing of the NA 1261 to either fully pay the overpayment, enter into a mutually agreed upon repayment plan or provide a written request for Informal Hearing. If the foster care provider does not request a 30-day Informal Hearing, the foster care provider will have 90 days from the date of mailing the NA 1261 to request a SFH. Failure to request an informal review of the County overpayment determination, either by Informal Hearing or SFH, will result in the overpayment being identified for collection two (2) days after the date the overpaid foster care provider's time frame to request review has elapsed or has been exhausted.

- a. An overpayment will only be collected from a provider who actually received the overpayment. Overpayments will not be collected from subsequent providers who provide care to a child for whom overpayment was assessed.
- b. For recoupment of overpayments made to GHs and FFAs which are not in conformity with State Regulation 11-404, the repayment will reduce any subsequent payments by an amount equal to the amount of the administrative portion of the monthly payment to the provider using an offset methodology indicated in State Regulation 45-305 (CDSS EAS 45-304.33). The Department can consider other forms of grant offset and, by analogy to other regulations, could allow offset up to the amount of 10% of the monthly administrative portion.
- c. If the overpayment is for periods of time when the child was not present in the care of the foster provider, and the child for whom the overpayment was assessed is no longer in the home of the provider, grant adjustment and grant offset will not be used to recover the amount of the overpayment. This applies even if the provider is caring for other foster care children. However, if the child is still in the care of the foster care provider:
  - Determine the appropriate recovery method and the amount to be recovered.
    1. Voluntary lump sum repayment;
    2. Voluntary repayment agreement; or
    3. Voluntary grant offset.

- Explain “voluntary grant offset’ to the caregiver who is still providing foster care to the child for whom the overpayment is assessed.
  1. 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.
  2. If this is an overpayment for a GH or FFA and it includes expenditures not in conformity with CDSS EAS 11-404 as a result of an Auditor Controller Report, provide the necessary information to the Treasurer Tax Collector (TTC) if a voluntary settlement agreement has been reached.

**G. WHEN: GH, FFA, FFH, RH, NRLG OR NREFM RESPONDS TO AN OVERPAYMENT NOTICE WITH CASH, CHECK OR MONEY ORDER**

**Overpayment/Recovery Staff Responsibilities:**

DCFS 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 DCFS. The account is known as the “Sweep Account for Overpayment Collections.”

1. Receive payment in the following manner:
  - a. Cash;
  - b. Check; or
  - c. Money order
2. If paid by check or money order, confirm the following:
  - a. Amount indicated is the same both in written section and the dollar amount section.
  - b. Confirm that it is signed.
  - c. Checks should be made payable to DCFS and/or County of Los Angeles.
3. Complete the payment control log. Annotate the cross-reference to the GH/FFH/relative/foster parent. Photocopy the check or money order. Annotate on the payment control log the following:
  - a. Check number;

- b. Invoice number;
  - c. Amount submitted.
4. Initial the check or money order.
  5. Endorse, by stamping all checks and money orders "for deposit only" immediately.
  6. If cash is received, ensure that a non-vested designated person witnesses the amount and receipt.

**NOTE:** It is illegal to photocopy cash. All case transactions will be witnessed and verified by staff with non-vested interest.

7. Reconcile the payment control log with the cash, checks and/or money orders received.
  - a. If the list and amounts are not reconciled, proceed with step 2 above until accountability is accomplished.
8. Deliver the cash, checks, and deposit forms to the Finance Deposit Unit.
9. Deliver one copy of the checks, supporting documents and deposit forms to the Overpayment Recovery Unit Clerk.

**NOTE:** The Unit Clerk will enter/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 overpayment Account Clerk.

**Reconciliation Staff Responsibilities:**

1. Finance Deposit Unit identifies inconsistencies on the Deposit Forms.
2. Receive Deposit Permit Report from e-CAPS.
3. Reconcile e-CAPS report to the Cash deposit log.

**Quality Assurance Staff Responsibilities:**

1. Conduct a random sampling of all Overpayment Recovery Unit activities.
2. Complete a report of the findings and deliver the report to the manager.

**H. WHEN: GH, FFA, FFH, RH, NRLG OR NREFM RESPONDS TO AN OVERPAYMENT NOTICE WITH A WRITTEN REPAYMENT PLAN**

**Overpayment/Recovery Staff Responsibilities:**

1. When the County and caregiver reach a mutually agreed upon repayment plan solely related to overpayments of aid when the child was not in the home:
  - a. Access the IFS and review the specific ledger and statement.
  - b. Enter the status and comments.
  - c. Complete and sign voluntary repayment agreement and ensure provider reviews and signs.
  - d. Set a control for receipt of all agreed upon monthly payments.

NOTE: There are no State Appeals Hearing rights regarding overpayments made to foster care providers, including GHs and FFAs where the claimant entered into a voluntary repayment agreement.

**I. WHEN: GH, FFA, FFH, RH, FOSTER PARENT, NRLG OR NREFM RESPONDS TO AN OVERPAYMENT NOTICE WITH A WRITTEN REQUEST FOR AN INFORMAL HEARING AND OR STATE FAIR HEARING**

**Administrative Assistant Responsibilities:**

Informal Hearing Requested

1. When an Informal Hearing Request is received:
  - a. Access the Hearing Control Log entering the status and comments.
  - b. Forward the Informal Hearing request and any attached supporting documentation to the ES for review.
2. Contact the provider and schedule date, time and location of informal hearing. Give the provider a written notice of the time and place of the informal hearing, not less than ten (10) days prior to the hearing date.
3. The notice will provide a scheduled date, time and location information to the Informal Hearing designee. The notice should also provide a contact number for the Informal Hearing designee to assure contact can be made at the location where the Informal Hearing will occur. (See Notice form to

Single Family Foster Home/Relative/Legal Guardian/NERFM and Notice for to Foster Family Agency/Group Homes.)

**Overpayment/Recovery Eligibility Supervisor Responsibilities:**

1. Review for completeness the Informal Hearing Request and any attached documentation.
2. Obtain any additional supporting documentation to confirm the disputed overpayment.
3. Forward the Informal Hearing Request and supporting documentation to the designee who will be conducting the hearing.

**Informal Hearing designee Responsibilities:**

1. The Informal Hearing designee will be a person designated by the County, knowledgeable in the subject area and will not be the person who made the initial overpayment decision or the person who supervised the person who made the initial overpayment decision.
2. At the time of the Informal Hearing the Informal Hearing designee will discuss with the provider and will be limited to considering the following:
  - a. The informal hearing will be limited to consideration of the correctness of the initial overpayment determination for any foster provider. If the foster provider is a Foster Family Home, Relative Home, NERFM or non-related Legal Guardians, the Informal Hearing designee will determine whether any of the following conditions in CDSS EAS 45-304.123 exist: in Section 45-304.123:
    - The overpayment was exclusively the result of a County Administrative error;
    - Neither the County 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;
    - The provider did not have knowledge of, and did not contribute to the cause of the overpayments.
3. If asked by the provider or questions arise regarding voluntary repayments, the County may discuss methods of voluntary overpayment recovery, as appropriate.
4. After the hearing, the County employee who conducted the informal hearing will prepare a letter, which contains the decision on each issue considered

at the informal hearing and set forth all regulations, which support the written decision. The decision will be mailed to the provider. The written decision will also inform the provider that they can appeal the informal hearing decision at a formal state fair hearing. A copy of the written decision will be retained in the overpayment case.

5. When an informal hearing is requested, it suspends the 90 day period the provider has to request a State Fair Hearing. Therefore, when the written decision regarding the informal hearing is mailed, it restarts the time period for a request for a State Fair Hearing. The provider will have 90 days to request a State Fair Hearing from the date of mailing of the decision. Therefore, DCFS needs to assure that the date of mailing is accurately recorded either by proof of service or verification that the decision was placed in the U.S. mail on a specified date.
6. If a provider requests an informal hearing and withdraws or fails to appear at the informal hearing, the provider will have 90 days from the date of withdrawal or failure to appear, whichever ever occurs first, to request a State Fair Hearing (CDSS EAS 45-306.3).
  - a. If the Informal Hearing designee receives a telephone call or a letter withdrawing the request for informal hearing, the Informal Hearing designee will send a confirming letter regarding the telephone call or receipt of the letter. The letter will also include a statement that the provider will have 90 days from the date of withdrawal to request a State Fair Hearing.
  - b. If the Informal Hearing designee sets a hearing and the person fails to appear at the set time, date and location, the Informal Hearing designee will attempt to contact the provider by telephone after waiting 45 minutes for their appearance. If the party is reached, the Informal Hearing designee can determine good cause and re-schedule the hearing. If the party is not reached, the Informal Hearing designee will issue a letter. The letter will indicate that an informal hearing was scheduled on the set time, date and location and will attach the notice issued. The letter will further state that the failure to appear concluded the informal process and that the provider will have 90 days from the date of failure to appear to request a State Fair Hearing.

**Formal State Fair Hearing Requirements:**

1. The foster care provider can request either or both the informal hearing and State Fair Hearing. The staff tracking the administrative rights of the foster care provider will consider the following, prior to determining the regulatory hearing processes have concluded.



- a. No Request Received for Either Informal or State Fair Hearing: If the foster care provider never requested review of the County determination on an overpayment, either by informal hearing within 30 days of mailing the NA 1261 or a State Fair Hearing within 90 days of mailing the NA 1261, upon the 92<sup>nd</sup> day, the overpayment is identified and the providers time frame to request review has lapsed and the overpayment is collectible.
- b. Request for Informal Hearing: If the foster care provider requests an informal hearing. See Informal Hearing designee above in steps 5 and 6. If no State Hearing is requested within 90 days of the issuance of the Informal Hearing Decision, 90 days after withdrawal or 90 days after failure to appear at the informal hearing, the overpayment will be identified for collection on the 92<sup>nd</sup> day, the date the overpaid provider exhausted administrative processes.
- c. Request for State Fair Hearing after Receipt of Decision in Informal Hearing or absent a request for Informal Hearing: If an informal hearing is requested and conducted, the 90 day period to request a State Fair Hearing is suspended until DCFS issues an informal decision after hearing. The person requesting the informal hearing will have 90 days from the date the decision is mailed to request the State Fair Hearing. (See steps 5 and 6 above.)
- d. DCFS can verify with the DCFS Appeals State Hearing Unit if they have received a request for State Fair Hearing and if so, what date occurred.
  - If a State Fair Hearing has been requested, the amount is not collectible until the administrative process is exhausted. DCFS must await the decision of the Administrative Law Judge and proceed, as ordered.
  - If no request for a State Fair Hearing has occurred, the administrative process will be considered exhausted on the 92<sup>nd</sup> day, and the overpayment will be identified and collectible.

**J. WHEN: NO RESPONSE IS RECEIVED FROM A GH, FFH, RH, NRLG OR NREFM**

**Overpayment/Recovery Staff Responsibilities:**

1. At the control date (30 days), (see step 4 on page 8), if the provider does not return the overpayment, enter into a mutually agreed-upon repayment plan, or has not requested an Informal Hearing. (If the provider requested an Informal Hearing, see Informal Hearing designee Responsibilities, Informal Hearing Request above.) Call the agency and continue to make additional attempts to voluntarily resolve payment issue(s), during the 90

day period. Do not discuss with the agency State Fair hearing rights. If questions are asked, refer them to the NOA 1261 and any other documents, issued regarding their rights to dispute the overpayment.

2. If the provider has requested a 30 day Informal Hearing, contact the person designated to hear the matter regarding the date set. Thereafter, request the date the hearing decision was mailed to the foster care provider. Set a 90 day control date, from the date of mailing to determine if the provider requests a State Fair hearing.
3. If no Informal Hearing was requested, await the control date of 90 days, to determine if the provider returns the overpayment, enters into a mutually agreed upon repayment plan or requests a State Fair Hearing. If by the 92<sup>nd</sup> day, there is no request for review of the County overpayment, the amount(s) will be deemed collectible and identified. (If the provider did request a State Fair Hearing, see Formal State Fair Hearing Requirements on page 14. Do not process collection until exhaustion of the administrative hearing process or the foster provider determines to enter a voluntary agreement.)
4. If payment issue is not resolved and administrative due process has lapsed or been exhausted, 92 days from the date of mailing the NA 1261 or two (2) days after the exhaustion of administrative due process, the overpayment is now identified and an aid claim adjustment for the federal share is required. The overpayment is now collectible and no further options to dispute the County determination of overpayment are required. The County can collect under the involuntary processes set forth in CDSS EAS 45-305.3, if the provider continues to refuse to enter into a voluntary repayment plan.
  - a. Upon the 92<sup>nd</sup> day, two days after the date the overpaid provider's time frame to request administrative review has elapsed, the overpayment is considered identified. The County will remit the federal share to CDSS no later than 20 calendar days after the end of the month in which the overpayment was identified by making an aid claim adjustment in the amount equal to the federal share.
  - b. For voluntary repayment by any type of foster care provider, see Section F. step 4.c.
  - c. For involuntary repayment for foster family homes, relative homes, NERFMs and non-related legal guardianships. These actions will only be used when voluntary agreements to repay have failed or there has been a failure of repayment under the provisions of a voluntary agreement. Below is the priority of involuntary collection.
    - Grant adjustment. The overpayment is due to aid paid when the child was not in the home of the provider agency (CDSS EAS 45-

304.122). The subject child remains in the home or agency of the foster care provider. Grant offset is not available when the provider is caring for different children other than the child for whom the overpayment was assessed. DCFS can deduct no more than 10% of the total monthly grant, each month (CDSS EAS 45-305.321).

- Collection of interest. Interest will be calculated based on principal and interest of 5 percent of the annual income prorated on a monthly basis, with simple interest on the overpayment amount based on the Surplus Money Investment Fund. Interest can not be collected if it will cause financial hardship for the provider to provide adequate care. Interest can not be collected if 1) the payment was made to meet the child's needs while the child was absent from the home; 2) the overpayment was the exclusive fault of the County; or 3) the provider did not contribute to the overpayment. (See CDSS EAS 45-305.331-332.)
  - Civil Judgment. If the provider fails to comply with a voluntary agreement, a demand for repayment and a grant offset is not available as the provider is no longer providing services to the child for whom the overpayment was assessed, the County will, unless the costs exceed the amount of the overpayment by instigating civil action, obtaining a judgment, recording abstract of civil judgment, executing a civil judgment or providing the information that the cost of the above described actions will exceed the amount of the overpayment to allow for a Director's Write-Off of the amount. (See MD #11-03, dated 11/10/11).
- d. For involuntary repayment for Group Homes and Foster Family Agencies. These actions will only be used when voluntary agreements to repay have failed or there has been a failure of repayment under the provisions of a voluntary agreement. The County is to follow the priority of involuntary collection procedures set forth in Administrative Standards for Eligibility and Assistance Programs AFDC-Foster Care Rates (EAS), Section 11-402.66. Per MPP 45-305.34, the term "County" in MPP 11-402.66 (and sub-sections), is to be substituted for the word "Department" wherever it appears in MPP 11-402.66. The priority of collection processes for Group Homes and Foster Family Agencies is as follows:
- Lump sum payment. The GH/FFA can choose one payment or the GH/FFA re-payments over a 12 month period. No interest to be assessed if an amount under \$100,000 is paid in 6 months. No interest to be assessed if an amount over \$100,000 is paid in 12 months. From the date of the executed agreement, interest shall not be assessed. If this is a self reported overpayment by the FFA or Group Home and 30 days have not elapsed, the FFA or GH has the right of reconciliation. If they fail to reconcile the self reported

overpayment within the 30 day period pursuant to 11-402.632(a), speak to county counsel regarding additional activities required by the FFA or GH. Have the county counsel review the regulations and the attempted at reconciliation, prior to determining the GH/FFA was provided the opportunity to reconcile the “overpayment” amount in the audit and failed. A group home provider who fails to reconcile in accordance with Section 11-402.632(a)(1) shall be subject to Sections 11-402.3, 11-402.5, and 11-402.6. This is satisfied by the pre-exit and final exit conference provided by the Auditor Controller’s Office. Further, the County can use a balancing process whenever an amount is owed to a provider by crediting the amount owed towards repayment of a sustained overpayment. (CDSS EAS .11-402.662)

- Demand for repayment agreement. 30 days after overpayment is identified or 30 days from the postmark date of letter notifying the GH/FFA of the demand for overpayment agreement, **after the informal hearing and State Fair Hearing processes have completed**, either by actual hearing in favor of DCFS or failure of the GH/FFA to request either hearing, the GH/FFA can enter into a repayment agreement. This agreement is required to contain specific language set forth in CDSS EAS 11-402.663 (a) thru (g). The repayment agreement will set forth a repayment schedule to repay amounts, which include interest, not to exceed a 9-year period. Interest begins to accrue on the date of issuance of the audit report containing the overpayment amount. The minimum monthly amount, including interest, will be 3% of the program’s monthly income. Interest will be based on simple interest calculations (see calculations set forth in CDSS EAS 11-402.663(c)1-3). This agreement may be re-negotiated if it results in severe harm to children in placement and specified conditions exist (conditions set forth at 11-402.663(g) 1 & 2). (CDSS EAS 11-402.663)
- Mandatory repayment agreement. When the GH/FFA provider fails to enter into the repayment agreement in the above bullet or there are three (3) outstanding payments on a repayment agreement before the overpayment is repaid, the County can set forth a mandatory repayment agreement in accordance with WIC 11466.22(d)(4). The requirements and the amount can be raised to an amount which will assure it is repaid in seven (7) years. Otherwise, the repayment period is not to exceed seven (7) years, minimum monthly amount will be 5% of the monthly income, including interest, and can be collected by off setting against the current group home provider reimbursement rates (CDSS EAS 11-402.664).

## EXHIBIT I

- Administrative offsets MPP 45-304.33, the County will employ an offset to the administrative portion of subsequent payments by the method noted MPP 45-305. (See Section J. step 4.c. above).
- Additional Action/Supplements to Rate. In addition to the collection process in the 2<sup>nd</sup> bullet under d. on page 17, when a GH/FFA is subject to mandatory repayment the following requirements apply; a) In addition to the repayment reduction of 11-402.664, 50% of any California Necessities Index (CNI) increases and any adjustments to the Standardized Schedule of Rates in the AFDC-FC program will be withheld and applied and b) The GH/FFA program will be ineligible to receive program change that results in an increased rate classification level (RCL) until the amount is recovered or a waiver is granted by CDSS. (If waiver granted and an increased RCL occurs, it will be subject to 11-402.664 recovery amounts. (See CDSS EAS 1-402.665 and contact county counsel for assistance.)
- Additional Action/Certificate against real or personal property of group home. In addition to collection processes, the County may also file a certificate against the real or personal property of a group home provider, in accordance with WIC 11466.33. The code section contains multiple requirements to review, prior to making the determination to file a certificate. If all requirements are met to file the certificate, it is to be filed with the County Clerk. The County Clerk may then file a lien against the property. The County may bring action within a 10-year period and seek judgment, allowing for the filing of an abstract of judgment. (See CDSS EAS 11-402.666.)
- Additional Action/County action impacting RCL Rate. This section (in conjunction with .668) indicates contact can be made with CDSS regarding the GH/FFA's failure to repay an overpayment and request termination of the RCL. If DCFS determines to take this action, DCFS should only do so after the providers due process has completed in favor of the County by State Fair Hearing or civil judgment. The Initial Statement of Reasons, issued with the emergency regulations, limit the action of the County to "collection". Contact with County Counsel should occur to determine if this action could occur and assure that the requirements of CDSS EAS 11-402.667 have been met.
- Additional Action/County request for RCL rate termination. The County, DCFS, does not have the right to act in the capacity of CDSS for the purpose of terminating a Group Home or Foster Family Agencies' rate as indicated in CDSS EAS 11-402.3.393 and 394. As indicated in the bullet above, the County could request CDSS to consider terminating an RCL rate in conjunction with its collection actions. The Initial Statement of Reasons issued with the emergency

regulations limit the action of the County to “collection.” Contact with County Counsel should occur to determine if this action could occur and assure that the requirements of CDSS EAS 11-402.668 have been met.

5. CONTRACTUAL REMEDIES, in the event CONTRACTOR does not return payment, or enter into an agreement for payment on a mutually agreed upon timeframe:

- Prepare a recommendation to place the home on “Hold”/“Do Not Refer: (DNS”/“Do Not Use” (DNU) and submit to the manager for approval process to the Director of DCFS. (See Foster Family Agency or Group Home Contracts regarding the process for “Do Not Refer.”)
- In the event CONTRACTOR does not return an Overpayment, either under the terms of a voluntary agreement or under the terms of an involuntary repayment agreement after exhaustion of due process in favor the COUNTY, COUNTY may place a Hold Status, DNR Status, DNU Status, Corrective Action Plan.
- County will provide written notice of its intention to place CONTRACTOR on a Hold/DNR/DNU Status at least 15 days in advance.
- COUNTY will notify CONTRACTOR in writing within 72 hours of DCFS’ decision to place CONTRACTOR ON Hold/DNR/DNU.
- 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.

NOTE: When Hold/DNR/DNU Status is recommended, the written notification letter will include the reason(s) for placing Contractor on Hold/DNR/DNU. It will also invite Contractor to participate in a Review Conference to discuss the COUNTY’s decision and include a deadline by which the CONTRACTOR must indicate its intent to participate in the Review Conference. Fax the notification to the GH/FFA, keeping a copy of the confirmation of receipt of FAX.



<b>31-405</b>	<b>SOCIAL WORKER RESPONSIBILITIES FOR PLACEMENT</b> (Continued)	<b>31-405</b>
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- (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.





Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2012)

### Have You Told Your Employees About the Earned Income Credit (EIC)?

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#### 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 2012 are less than \$50,270 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, 2013.

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 from [IRS.gov](http://IRS.gov) or by calling 1-800-829-3676.

#### 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 Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

#### How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2012 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 2012 and owes no tax but is eligible for a credit of \$800, he or she must file a 2012 tax return to get the \$800 refund.



**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/monitoring/audit remedies and procedures. These policies and procedures are subject to revision by DCFS, upon 30 days prior written notice to CONTRACTOR (which will not require a contract amendment), and DCFS may vary from these protocols and procedures when such variance is required to protect the health and safety of the children, except that all Do Not Refer and Do Not Use actions must be approved by DCFS' Director or his/her Deputy Director level designee. Such variance may not be arbitrary and capricious, unreasonable or discriminatory.

DCFS is responsible for monitoring and investigating, as a whole, all residential facilities licensed by Community Care Licensing (CCL) to provide out-of-home care when there are allegations of child abuse, neglect or exploitation. These facilities include foster family agencies, foster family homes, group homes and small family homes. During the normal course of its monitoring or as the result of an investigation, DCFS may take action, when necessary, to protect DCFS-placed children in these facilities, including corrective action, Hold, and/or "Do Not Refer/Use" status. Staff may recommend a corrective action plan, Hold, DNR, and/or DNU Status, regardless of whether law enforcement and/or CCL take similar action.

The Office of the Auditor-Controller is also responsible for audits of the contracts and administrative issues, including fiscal audit findings for all CONTRACTORs. Fiscal audit findings are not addressed in Exhibit N, except to the extent discussed below or specifically referenced in other parts of the Contract. Nothing in this paragraph shall prevent the COUNTY from relying on the findings of the Auditor-Controller as a basis for imposing any of the Administrative Remedies provided below.

**A. Administrative Remedies**

DCFS may utilize one or more of the following actions in response to findings uncovered in the normal course of monitoring, as a result of investigations of abuse/neglect in out of home care, or in audits of program or fiscal contract requirements.

1. **Corrective Action Plan (CAP)** - When DCFS reasonably determines that a CONTRACTOR's deficiency is correctable; a CAP shall serve as the CONTRACTOR's commitment to remedy such deficiency.
2. **Hold Status** - COUNTY retains the right to temporarily suspend referrals of children to CONTRACTOR by placing CONTRACTOR on Hold status, for up to a 45-day period at any time during an investigation, monitoring, or audit, when based on prima facie evidence, DCFS reasonably believes, in its sole discretion, that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors.

Limited to an additional 45 days, a hold status may be extended for extenuating circumstances beyond the control of DCFS, with the understanding that the extension of Hold status on a Contractor will require the approval of the Director or his Deputy Director level designee. Hold Status may also be implemented when there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or noncompliance with a significant administrative/fiscal/programmatic requirement of the 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/Probation 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. A DNR recommendation must be approved by a Deputy Director.
4. **Do-Not-Use (DNU) Status** - DNU means that all Placed Children are removed from the CONTRACTOR's care within a specified period of time. No placement referrals may be made to the facility. Do-Not-Use Status is used when COUNTY reasonably believes, in its sole discretion, based upon prima facie evidence, that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the CONTRACTOR in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/programmatic requirements of this 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. A DNU recommendation must be approved by a Deputy Director.
5. **Termination Hold** - In the event either COUNTY or CONTRACTOR terminates this Contract for convenience or for default, COUNTY shall suspend referrals of children to CONTRACTOR and remove, or cause to be removed, all Placed Children prior to the effective date of termination. In such an event, the procedures described in this exhibit will not occur. A Termination Hold must be approved by a Division Chief.

## **B. CAP Procedures**

1. If DCFS requires/requests immediate action, oral notice is given and is followed up in writing within one business day. Corrective action must be taken within (3) calendar days from the date of verbal notification (which will be immediately followed with written notification) for the following child safety issues: a) lack of psychotropic medication authorizations; b) insufficient and/or inadequate clothing and essentials;

c) insufficient or poor food; and/or d) poor facility or environmental issues, such as sanitation or electrical problems and other situations which are hazardous.

2. Where immediate action is not required, CONTRACTOR shall submit CONTRACTOR'S proposed CAP to DCFS within 30 calendar days from receipt of written notification from DCFS (Vendor Notification Letter), the timeframe depending on the nature of the violation. The CONTRACTOR's CAP is reviewed and approved by DCFS within 15 business days, after which the CAP will be monitored for compliance.
3. The CAP must address each finding made in the Vendor Notification Letter. An appropriate CAP includes: the detailed action necessary to correct the deficiency; an explanation of how corrections will be implemented; an explanation of what actions will take place to ensure that the corrective action is maintained; and a thorough plan addressing prevention of subsequent violations and/or inappropriate action. Timeframes, as necessary, will be provided, as well as who is responsible for ensuring the action(s) is/are carried out. An addendum will be required if the CAP does not adequately address all issues.
4. Once approved, monitoring of the approved CAP begins. Monitoring will usually last three to six months depending on the nature of the violation. The act of monitoring may include, where necessary, unannounced visits to the home and/or agency to verify that the corrective action has been completed.
5. Once the corrective action has been completed and verified, the CONTRACTOR is notified in writing and the monitoring case is closed. A Hold, Do Not Refer or Do Not Use Status may be implemented, at the discretion of DCFS, if the requested corrective action is not completed within the agreed upon time or if the CONTRACTOR does not submit an approved CAP/CAP addendum within the agreed-upon timeframes.

**C. Hold/DNR/DNU Procedures**

1. For Child Safety/Endangerment/Insurance Provisions Holds, DNR, DNU status, a Vendor Notification Letter is sent, via fax and certified mail, within 72 hours of DCFS' decision to place CONTRACTOR on Hold, DNR or DNU Status, and verbal notification will be provided prior to or at the time of CONTRACTOR placement on Hold/DNR/DNU Status to the extent possible. To the extent possible and reasonable, and without interfering with any law enforcement investigation, and consistent with statutes and regulations related to confidentiality, notification will include the reason(s) for the Hold/DNR/DNU Status. The Vendor Notification Letter will also invite the CONTRACTOR to participate in a Review Conference and include a deadline for the CONTRACTOR's response (desire to participate) within 5 business days. Failure by the CONTRACTOR to respond by the deadline will result in default or waiver by the CONTRACTOR to proceed with the Review Conference.

2. For Administrative (except Insurance Provisions) Holds, a Vendor Notification Letter is sent, via fax and certified mail, within 15 days of DCFS' decision to place CONTRACTOR on Hold, DNR or DNU Status, and verbal notification will be provided prior to or at the time of CONTRACTOR placement on Hold/DNR/DNU Status to the extent possible. To the extent possible and reasonable, and without interfering with any law enforcement investigation, and consistent with statutes and regulations related to confidentiality, notification will include the reason(s) for the Hold/DNR/DNU Status. The Vendor Notification Letter will also invite the CONTRACTOR to participate in a Review Conference and include a deadline for the CONTRACTOR's response (desire to participate) within 5 business days. Failure by the CONTRACTOR to respond by the deadline will result in default or waiver by the CONTRACTOR to proceed with the Review Conference.
3. During the Review Conference, the CONTRACTOR will meet with the Department's representative at the Division Chief/Regional Administrator level, other COUNTY (DCFS, Auditor-Controller, Probation) Departmental staff and/or Community Care Licensing to discuss the investigative and/or administrative findings and to provide an opportunity for the CONTRACTOR to respond to the findings. The Review Conference will be held within 30 days of CONTRACTOR's receipt of faxed Vendor Notification Letter of placement on Hold/DNR/DNU Status, unless CONTRACTOR waives the time limit. The Review Conference is provided to ensure that the CONTRACTOR is afforded a process for responding to allegations against them and for airing their grievances.

One week prior to the then scheduled Review Conference, the CONTRACTOR has the right to present written evidence in the form of relevant declarations, affidavits, and documents and a written statement intended to be presented during the Conference. The CONTRACTOR may also request that DCFS interview any witnesses identified by the CONTRACTOR who have not already been interviewed.

4. The Out of Home Care Management Division' Children's Services Administrator III or designee will facilitate the Review Conference. DCFS and CONTRACTOR will both have the opportunity to present information related to the findings and each will be able to question the other with respect to each finding. Information provided by DCFS during the conference must be consistent with confidentiality laws. The CONTRACTOR may choose to seek authorization from the Juvenile Court to access additional documentation and information pertaining to the allegations, and to use such documentation and information during the Review Conference. [The authorization/approval must be in writing from the Court.] DCFS will consider any new information presented in the CONTRACTOR's written statement and information presented during the Conference.

Consistent with the informal and non-adversarial atmosphere of the review Conference, CONTRACTOR and COUNTY agree that only appropriate CONTRACTOR personnel and appropriate DCFS, Auditor-Controller, Probation, and or Community Care Licensing personnel shall participate in the Review Conference; and legal representatives shall not be present at the Review Conference.

5. The Division Chief or Regional Administrator level staff will assess the information presented by the CONTRACTOR and make a final determination whether to withdraw the recommendation or to consult with others within DCFS with regard to the intended recommendation. This determination will be put in writing and provided to CONTRACTOR within 15 business days of the Conference.
6. Hold, DNR, or DNU Status may be lifted at any time that DCFS obtains information which leads DCFS to believe that: 1) the original basis for imposing such status is no longer applicable, or 2) Hold, DNR, or DNU status is no longer appropriate. In instances where Hold/DNR/DNU Status no longer applies, DCFS shall act as expeditiously as possible to remove CONTRACTOR from such status.

**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)

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:

## CONTRACTOR'S EEO CERTIFICATION

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Company Name

---

Address

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Internal Revenue Service Employer Identification Number

### GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. 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.	( )	( )

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Signature

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Date

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Name and Title of Signer (please print)

# FYI FYI FYI FYI

F O R Y O U R I N F O R M A T I O N

ISSUE 02-08

DATE: 03/02

## QUALITY OF LIFE STANDARDS FOR CHILDREN IN OUT-OF-HOME CARE

This release is a guide to help Children's Social Workers in ongoing assessment of quality of life issues for children and youth in out-of-home care. Children Social Workers are asked to review the following quality of life standards with their children and caregivers at the time of placement and to utilize these standards in selecting and monitoring children in out-of-home care placement.

There are times when families are unable to provide a safe environment for children and the Department of Children and Family Services (DCFS) will provide an out-of-home care placement. **DCFS has the responsibility to ensure that such out-of-home care placements are in a safe, temporary home that will provide the support necessary for the child's optimum growth and development.** Placement shall be in the least restrictive, most family-like setting consistent with the best interests and special needs of the child. It is also the responsibility of DCFS to ensure that all out-of-home care providers maintain the highest level of all standards and services detailed in Community Care Licensing regulations, California Code provisions, foster care contracts and/or placement agreements.

### Health and Safety

The caregiver shall maintain a clean, healthy and safe home in compliance with Title 22 regulations.

### Medical, Dental and Psychiatric Care

Caregivers shall meet the medical needs of the placed child in accordance with the Child Health Disability Prevention Program, Medi-Cal program and Community Care Licensing regulations. The caregiver shall be responsible for facilitating any needed medical, dental and/or psychiatric care for children in out-of-home care.

The Children's Social Worker shall provide the caregiver with the child's Medical and Educational Passport at the time of placement. The caregiver shall maintain the child's Passport updating with relevant information regarding all medical needs identified and services provided, including doctor visits, testing, treatment and immunizations. The caregiver shall provide the updated Passport to the Children's Social Worker at the time the child departs the placement.



If you have any questions regarding this release please e-mail your question to:

Policy@dcfs.co.la.ca.us

**Education**

The Children's Social Worker will provide the caregiver with the child's Medical and Educational Passport at the time of placement. The caregiver shall maintain the child's Passport updating the relevant information regarding school placement, attendance and performance, academic achievement and, where applicable, an Individual Education Plan (IEP) and/or special education services provided.

The caregiver shall communicate with and work with the school in meeting the educational needs of the placed child in accordance with the needs and services plans and court orders.

**Setting Goals and Objectives/Emancipation Planning**

The caregiver agrees to provide opportunities to teach the placed child how to set short-term and long-term goals and objectives appropriate to the development of the child. The caregiver shall discuss possible short-term and long-term goals and objectives with the placed child as it relates to his/her needs and services plan, career plans, strengths and interests and educational possibilities to prepare youth for emancipation and adulthood.

**Self Esteem**

It is the expectation that our caregivers adhere to the Foster Youth Bill of Rights as provided by the California Youth Connection and codified in section 16001.9 of the Welfare and Institutions Code. As part of the needs and services plan, planned activities schedule, and independent living plan, the caregiver shall provide opportunities to encourage the development of the placed child's self esteem and cultural awareness.

**Childhood Memories**

The caregiver shall encourage and assist each child in creating and updating a life book/photo album. The life book/photo album shall consist of, but not limited to photographs and other items that relate to childhood memories. The caregiver should encourage and assist each child in updating the life book on a regular basis.

**Quality of Life Guidelines**

In assuring that children and youth in out-of-home care receive the highest quality of care and are enjoying a high quality of life, it is suggested that Children's Social Workers use the following guidelines in assessing quality of life of children and youth in out-of-home care placements.

1. Are the child's personal rights respected? Is s(he) treated with dignity and respect?
2. Is the child placed in the community, or adjacent, to the community where he/she normally lives?
3. Does the child have a sibling in placement, and if so, are they or could they be placed together?
4. Is the child's clothing the correct size and age appropriate? Does the child have sufficient clothing for special occasions?
5. Are the child's meals sufficient, nutritious, varied, and appealing?
6. Is the child succeeding in school? If not, is the child receiving services to enable success?
7. Does the child have the opportunity to participate in extracurricular activities or enrichment programs? Are the child's friends allowed to visit?

8. Does the child receive the sporting equipment necessary (within reason) to participate in desired activities?
9. Is the child transported to social events, job, after-school activities, etc.?
10. Does home provide a stimulating and enriching environment including but not limited to, age-appropriate toys, books, and reference materials (encyclopedias, dictionaries, computer programs)?
11. Is the child offered appropriate therapeutic intervention related to behavior, abuse, or his/her family of origin issues?
12. Does the child receive a regular allowance?
13. Does caregiver actively participate in facilitating contact/visitation with family members as deemed appropriate by court order?
14. Does the child have reasonable access to a telephone? Does the child have sufficient privacy to converse with his or her attorney, CSW, or Court-Appointed Special Advocate (CASA), as appropriate?
15. Is the child given the opportunity to participate in worship or religious services and activities of his/her choice?
16. Are any behavior restrictions and/or assigned chores appropriate to the child's age, maturity level and emotional development?
17. If needed, is the youth offered appropriate services and transportation related to substance abuse or other at-risk behavior?
18. If youth is 14 or older, is emancipation planning being addressed?

### **Education**

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### **Quality of Life Guidelines**

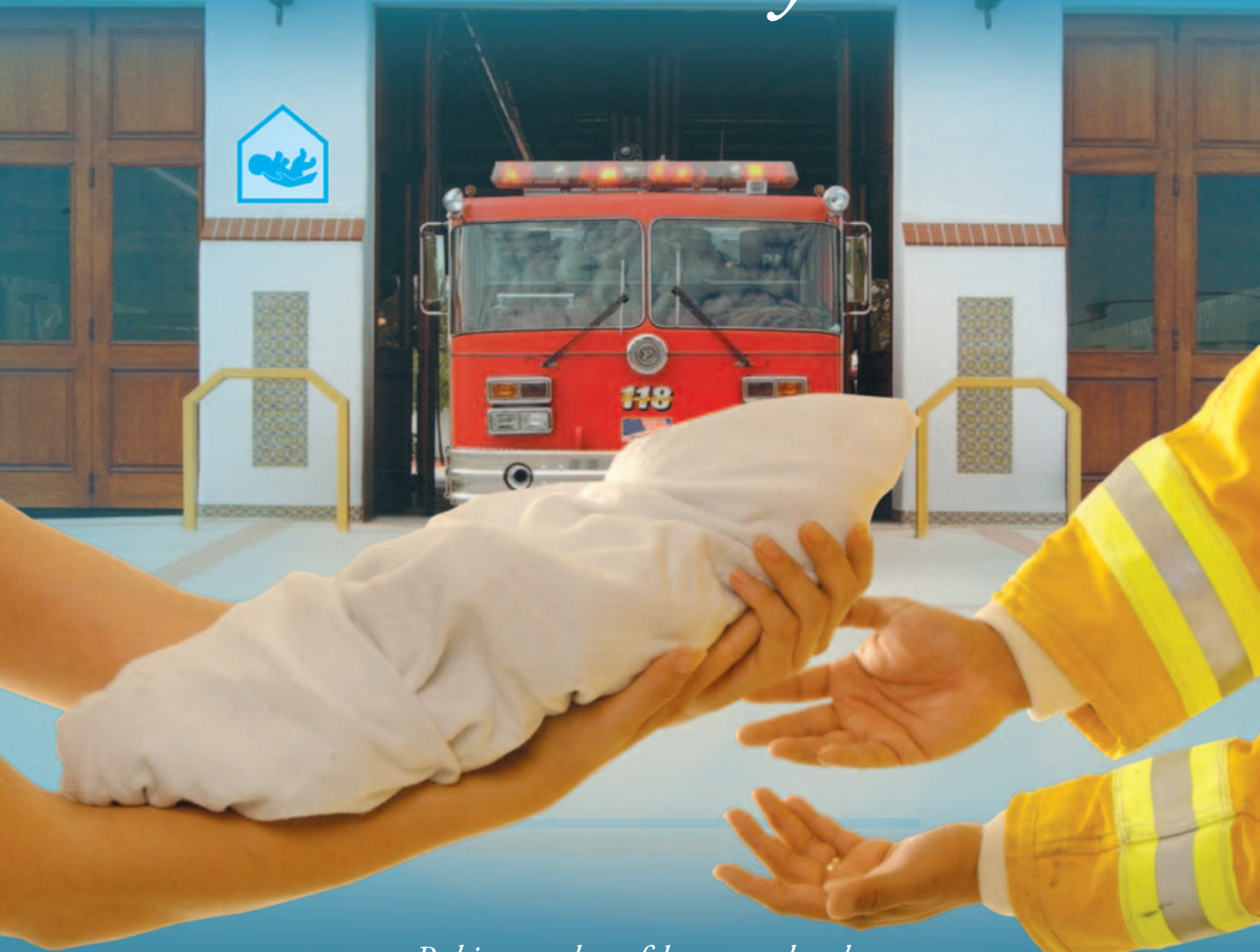
In assuring that children and youth in out-of-home care receive the highest quality of care and are enjoying a high quality of life, it is suggested that Children's Social Workers use the following guidelines in assessing quality of life of children and youth in out-of-home care placements.

19. Are the child's personal rights respected? Is s(he) treated with dignity and respect?
20. Is the child placed in the community, or adjacent, to the community where he/she normally lives?
21. Does the child have a sibling in placement, and if so, are they or could they be placed together?
22. Is the child's clothing the correct size and age appropriate? Does the child have sufficient clothing for special occasions?
23. Are the child's meals sufficient, nutritious, varied, and appealing?
24. Is the child succeeding in school? If not, is the child receiving services to enable success?
25. Does the child have the opportunity to participate in extracurricular activities or enrichment programs? Are the child's friends allowed to visit?
26. Does the child receive the sporting equipment necessary (within reason) to participate in desired activities?
27. Is the child transported to social events, job, after-school activities, etc.?
28. Does home provide a stimulating and enriching environment including but not limited to, age-appropriate toys, books, and reference materials (encyclopedias, dictionaries, computer programs)?
29. Is the child offered appropriate therapeutic intervention related to behavior, abuse, or his/her family of origin issues?
30. Does the child receive a regular allowance?
31. Does caregiver actively participate in facilitating contact/visitation with family members as deemed appropriate by court order?
32. Does the child have reasonable access to a telephone? Does the child have sufficient privacy to converse with his or her attorney, CSW, or Court-Appointed Special Advocate (CASA), as appropriate?



33. Is the child given the opportunity to participate in worship or religious services and activities of his/her choice?
34. Are any behavior restrictions and/or assigned chores appropriate to the child's age, maturity level and emotional development?
35. If needed, is the youth offered appropriate services and transportation related to substance abuse or other at-risk behavior?
36. If youth is 14 or older, is emancipation planning being addressed?

# *Safely* Surrendered *Baby Law*



*Babies can be safely surrendered  
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

*Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.*

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign 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, staff 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 or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby 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?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

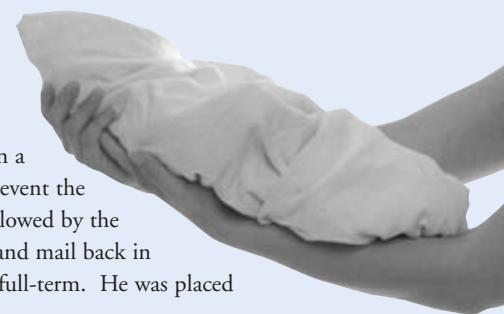
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents 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 no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



# Ley de Entrega de Bebés Sin Peligro



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿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 (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. 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 brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar 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 Ángeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



**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 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 California Health and Human Services.

(g) "Serious injury" means 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 State Hospitals and facilities operated by the State Department of Developmental Services that utilize seclusion or behavioral restraints. (b) The State Department of State Hospitals 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 State Hospitals 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 State Hospitals 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 State Hospitals.

(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 (i) 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 Public Health, the State Department of State Hospitals, the State Department of Social Services, the State Department of Developmental Services, and the State Department of Health Care 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.

## CHARITABLE CONTRIBUTIONS CERTIFICATION

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Company Name

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Address

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Internal Revenue Service Employer Identification Number

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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.

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Signature

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Date

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Name and Title of Signer (please print)

ADMINISTRATION OF CONTRACT  
COUNTY'S ADMINISTRATION

CONTRACT  
NO. \_\_\_\_\_

**COUNTY PROGRAM DIRECTOR:**

Name: Karen Richardson  
Title: Division Chief  
Address: 9320 Telstar Avenue, Suite 216  
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Telephone: (626) 569-6801  
Facsimile: (626) 572-2363  
E-Mail Address: simska@dcfs.lacounty.gov

**COUNTY PROGRAM MANAGER:**

Name: Mary Alvin Nichols  
Title: Children Services Administrator II  
Address: 9320 Telstar Avenue, Suite 216  
El Monte, CA 91731  
Telephone: (626) 569-6813  
Facsimile: (626) 572-2368  
E-Mail Address: Alvinm@dcfs.lacounty.gov

**COUNTY CONTRACT PROGRAM MONITOR:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: 9320 Telstar Avenue, Suite 216  
El Monte, CA 91731  
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:

# Procedural Guide

0400-504.00

## FAMILY VISITATION PLANNING

Date Issued: **04/09/09**

New Policy Release

Supersedes and Cancels: **Procedural Guide 0400-504.65**, Face-to-Face Visits: Child with Other Family Members; **FYI's: 03-50**, Monitor's Instructions; **04-32**, Parent's Visits prior to the Detention Hearing; 06-55, Visitation Requirements and; **07-10**, Teen Parents in Foster Care: New Laws Regarding Visits.

### DEPARTMENTAL VALUES

The Department continues to focus on the three priority outcomes. We have identified improved safety for children, improved timelines to permanency with the optimal permanent plan being family reunification, and reduced reliance on detention as the only method to assure safety for children.

This Procedural Guide supports the Department's efforts to achieve timely permanency (family reunification, adoption or legal guardianship) for children by ensuring the visitation objectives support the families needs as identified in the case plan. Further, this Procedural Guide ensures the safety of children during family visits.

### WHAT CASES ARE AFFECTED

This Procedural Guide is applicable to all new and existing referrals and cases.

### OPERATIONAL IMPACT

***"Visitation is Critical to Successful Reunification"***

#### **Purpose And Goals Of Visitation**

This Procedural Guide provides 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 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 Procedural Guide is based on the following principles, values and themes:

- Visitation should be based on a determination 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.
- Welfare and Institutions Code ("WIC") sections 300 and 308 provide specific guidance for developing, implementing and monitoring visitation plans and are the primary point of reference in the development and implementation of visitation plans.
- Family Centered Team based approach to developing and updating Family Visitation Plans (FVPs).
- Purposeful Visitation: In out-of-home care, 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. Visitation not only serves to maintain contact or access between parents and children, but also allows family members to practice and demonstrate new skills and behaviors that are needed for them to safely be together. As such, visitation plans and activities should be thoughtfully and carefully linked to a uniquely tailored Case Plan that clearly identifies the desired 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. Visitation Plans 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 the Case Plan goals.



## Court Orders

Oftentimes, the judicial officer makes general visitation orders, for example: “Visits to be supervised by a DCFS approved Monitor, 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 intended to be detailed implementation of the Court’s orders. While the Family Visitation Plan (FVP) at the time of the disposition hearing will be incorporated into the court report 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 family or criminal courts orders.) If the Dependency court makes orders that are inconsistent with the FVP, then the procedures outlined, in the “Changes to the FVP” section of this Procedural Guide, should be followed in order to bring the FVP into compliance with the relevant court orders. The CSW should ensure that visitation is consistent with all court orders unless an emergency warrants a change.

### FAMILY VISITATION PLANNING TIMEFRAMES

Visits should be arranged immediately. This chart gives general timeframes within which Family Visitation Plans should be developed and implemented.

<b>POINT OF ENGAGEMENT</b>	<ul style="list-style-type: none"><li>• <i>Development of an Initial Family Visitation Plan (Pre-Detention Hearing):</i> Facilitate visits during the first 72 hours following the child’s removal from the home. Refer to Procedural Guide 0400-504.45, Supervised Visits.</li></ul>
<b>Initial TDM and Detention</b>	<ul style="list-style-type: none"><li>• Make a visitation recommendation based on the plan proposed in the Initial TDM and include it in the Detention Hearing report.</li></ul>
<b>DETENTION HEARING</b>	<ul style="list-style-type: none"><li>• <i>Development of a Pre-Disposition Family Visitation Plan:</i> Implement the court ordered visitation plan for the period of time between the Detention Hearing and the Disposition Hearing.</li><li>• Develop a visitation recommendation based on any further TDM’s and current visitation plan outcomes and include it in the Disposition/Jurisdiction Hearing Report.</li></ul>
<b>DISPOSITION HEARING</b>	<ul style="list-style-type: none"><li>• <i>Development of a Pre-.21(e) Family Visitation Plan:</i> Implement the court ordered visitation plan for the period of time between the Disposition Hearing and the .21(e) Hearing.</li><li>• Develop a visitation recommendation based on any further TDM’s and current visitation plan outcomes and include it in the .21(e) Report.</li></ul>

## FAMILY VISITATION PLANNING TIMEFRAMES (cont.)

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<b>.21(e) HEARING</b>	<ul style="list-style-type: none"><li>• <i>Development of a Pre-.21(f) Family Visitation Plan:</i> Implement the court ordered visitation plan for the period of time between the .21(e) Hearing and the .21(f) Hearing.</li><li>• Develop a visitation recommendation based on any further TDM's and current visitation plan outcomes and include it in the .21(f) Report.</li></ul>
<b>.21(f) HEARING</b>	<ul style="list-style-type: none"><li>• <i>Development of a Pre-.22 Family Visitation Plan:</i> Implement the court ordered visitation plan for the period of time between the .21(f) Hearing and the .22 Hearing.</li><li>• Develop a visitation recommendation based on any further TDM's and current visitation plan outcomes and include it in the .22 Report.</li></ul>
<b>.22 HEARING</b>	<ul style="list-style-type: none"><li>• <i>Development of a Pre-.26 Family Visitation Plan:</i> Implement the court ordered visitation plan for the period of time between the .22 Hearing and the .26 Hearing.</li><li>• Develop a visitation recommendation based on any further TDM's and current visitation plan outcomes and include it in the .26 Report.</li></ul>
<b>.22 HEARING</b>	<ul style="list-style-type: none"><li>• <b><i>If applicable,</i></b> <i>Development of a Pre-.25 Family Visitation Plan:</i> Implement the court ordered visitation plan for the period of time between the .22 Hearing and the .25 Hearing.</li><li>• Develop a visitation recommendation based on any further TDM's and current visitation plan outcomes and include it in the .25 Report.</li></ul>
<b>.25 HEARING</b>	<ul style="list-style-type: none"><li>• <i>Development of a Pre-.26 Family Visitation Plan:</i> Implement the court ordered visitation plan for the period of time between the .25 Hearing and the .26 Hearing.</li><li>• Develop a visitation recommendation based on any further TDM's and current visitation plan outcomes and include it in the .26 Report.</li></ul>
<b>.26 HEARING</b>	<ul style="list-style-type: none"><li>• <i>Development of a Post-Jurisdiction Visitation Plan:</i> Implement the court ordered post-jurisdiction visitation plan for Legal Guardianship, Family Law Order, Adoption or Planned Permanent Living Arrangement.</li></ul>

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### **Prior to the Detention Hearing**

Children 10 years of age and older who have been taken into temporary custody have the right to make at least two telephone calls within one hour after being taken into custody – one completed call to a parent, guardian or responsible relative and one completed call to an attorney, if the child has one. It is a misdemeanor to deprive a detained child of this right.

WIC 308 requires that DCFS make a diligent and reasonable effort to ensure regular telephone contact between the parent and a child of any age, prior to the detention hearing, unless that contact would be detrimental to the child. The initial telephone contact is to take place as soon as practicable, **but no later than five hours after the child is taken into custody.**

### **TDM Meetings and Permanency Conferences**

TDM Meetings should consider the prospective placements ability to support an ongoing relationship with the biological parent(s) (e.g., willingness to transport children to/from visitation; willingness to supervise visits, etc.) The first family visit should be scheduled at the initial TDM. The ongoing FVP should be developed at the “Icebreaker”. At the first family visit, an ongoing visit schedule should be developed. The visit schedule should be updated at each Permanency Conference. The visit schedule should focus on as high a frequency of visits, as appropriate, with weekly visits between the parents and child(ren) as a minimum unless otherwise ordered by the court. Visits should be specified for birthdays, holidays, graduations, school events, medical procedures, and other important events/occasions. Frequent telephone contact should be encouraged and specified, as appropriate.

### **Parents Visits Prior to the Detention Hearing**

In support of the objective of parental inclusion and strength based practice in working with families, it is appropriate, in most cases, to offer parents the option of visiting their children prior to the detention hearing.

The determining factor to allowing such visits must be based on the safety of the child. If it is felt that such a visit would pose a safety risk to the child or that the child will be traumatized by such a visit, then visitation should only be considered after consultation with the SCSW.

The determination of whether or not the visits should be supervised must be based on the facts of the case. If there is the potential of flight risk/abduction during the pre-detention period, visits should take place and be supervised in a secure setting, such as a DCFS office, FFA agency, etc.

Prior to the visit, advise the parent's, children (if appropriate) and the caregiver that the facts of the case should not be discussed during the visit. If the visit is to be unsupervised the visit should take place at the caregivers home.

If the child is placed in a licensed foster home the visit should take place in a neutral setting unless the foster parent waives his/her right to maintain the confidentiality of the placement. See Procedural Guide 0100-520.51, Maintaining the Confidentiality of a Child's Placement.

### **CWS/CMS Documentation**

CSW's are required to document visitation information in the Case Plan and the Contact Notebook.

### **Case Planning**

The purposes of visitation (Visitation Objectives) should be clearly linked to the Case Plan/Case Plan Update Service Objectives. The Initial Case Plan must include a schedule of planned parent(s)/guardian(s) contacts and visits with the child, as per State Regulation Section 31-340.

The Case Plan Update must include a report on visiting patterns of the parent(s)/guardian(s) with the child, including, but not limited to: Frequency of visits; Initiation of visits by parent(s)/guardian(s); Cooperation in keeping appointments and Interaction with child and/or foster parent(s). The report should also include an updated schedule of planned parent(s)/guardian(s) contacts and visits with the child, as per State Regulations Section 31-340.

The Family Visitation Planning tool will assist the CSW in organizing and tracking the visitation information that is required in the Case Plan and court reports.

### **Placement and Assessment of a Potential Caregiver's Ability to Meet a Child's Needs**

When a visitation plan has been formulated, the CSW is to clearly state expectations regarding family visits in the DCFS 709, Foster Child's Needs and Case Plan Summary and ensure that these expectations are consistent with the agency/caregiver policies.

When placing a child, the CSW is to consider the proximity of the caregiver's home to the parent's home for the purpose of facilitating visitation between parent and child when family reunification is the goal or otherwise appropriate.

The CSW is to consider the following visitation issues when assessing a potential caregiver's ability to meet a child's needs (these are quality of life issues that CSW's shall continually monitor and assess as long as the child remains in out-of-home care):

- If there is a visitation schedule for the parents, is the caregiver able and willing to ensure the child's participation?
- Is the caregiver able and willing to supervise visits appropriately?
- Is the caregiver willing to ensure grandparent visitation?
- Is the caregiver willing to maintain sibling relationships with regular visitation and contact?

If a Group Home or Foster Family Agency will not provide reasonable visitation services the CSW should consult with the SCSW or ARA. If deemed appropriate the ARA will consult with the DCFS Out-of-Home Care Division.

Please refer to the attached "Caregiver's Visitation Notes for Unsupervised Visits". The CSW has the option to request that the caregiver to complete this form for unsupervised visits. It has been designed to collect information that will be helpful to the CSW in monitoring progress and compliance with the FVP.

### **Group Homes**

The CSW and group home are required to honor the visitation rights of the child as specified by the court and/or the Case Plan.

When initially placing a child in a Group Home, the CSW is to provide copies of court orders regarding court ordered visitation to the group home.

While a child is placed in a group home, the CSW is to provide, as necessary, copies of any changes in court orders regarding court ordered visitation to the group home and; inform the group home of the visitation plan for the child's family and friends (as approved by the Case Plan and with the orders of the juvenile court).

During regular face-to-face contact with the child at the group home, the CSW is to ask the child if (s)he has been allowed to have contacts/visits with siblings, parents, other relatives or significant persons as specified in the Case Plan and/or court order.

### **Siblings (including half siblings)**

Children in foster care have the right to contact and visit brothers and sisters, unless prohibited by court order.

Unless the court makes a determination that sibling visitation should be suspended, visits between siblings who are not placed together is required and shall be incorporated into the Case Plan and documented in the court report.

Any reasons for suspension of sibling interaction shall be noted in each Status Review Hearing Report and any changes to the court's determination shall be incorporated in the Case Plan.

## **Grandparents**

The law requires a plan for visitation between a child and his/her grandparents when the child is receiving family reunification services and it is in the child's best interests.

## **Teen Parents in Foster Care with Non-Dependent Child**

When a teen parent in foster care has custody of his or her child and the child is not a dependent of the court then, visitation among the teen parent, the non-dependent child's non-custodial parent, and appropriate family members is to be ordered by the court, unless the court finds clear and convincing evidence that visitation would be detrimental to the teen parent.

## **Court Report Writing**

When writing the Jurisdictional/Dispositional Hearing Report, enter the current visitation plan. Discuss the visitation plan for the parent(s), siblings and grandparents. Address how often and where these visits will occur, who will supervise the visits (if applicable) and who will be responsible for transporting the child to the visits. If there is no visitation plan, address the reasons why. Describe any visits that have already taken place. Include dates of visits, the CSW's observation during the visits with parents, siblings and other relatives; continued appropriateness of visitation with siblings, grandparents and other relatives; compliance and efforts/cooperation. If someone else has observed these visits, include his or her name, their relationship to the parties and statement as to what (s)he has observed. Include the child's response to visitation.

When writing the Status Review Hearing Report, enter the current visitation plan. Include dates of visits; if applicable, your observation during the visits with parents, siblings and other relatives. Indicate compliance and efforts/cooperation by the parents, siblings, and other relatives with the current visitation plan. If there is no visitation, state the reasons. Include child's response to visitation. If someone else has observed these visits, include their name, their relationship to the parties and their statement as to what they have observed.

If the identified Permanency Plan is legal guardianship or a planned permanent living arrangement, pursuant to WIC 366.26(c)(4)(C), the court shall make a visitation order for the parents or guardians unless it is evident that the visitation would be detrimental to the physical or emotional well-being of the child. Therefore, discuss the appropriateness of future visitation between the child and his or her parents, siblings, and/or other family members. Information discussed in this section shall support the recommended visitation plan.

The Family Visitation Planning tool will assist the CSW in organizing and tracking the visitation information that is required in court reports and the Case Plan.

## **Supervised Visits**

DCFS policy provides instruction/information on the definition of supervised visits; levels of supervised visits; how to choose a Monitor; how to determine if supervised visits/contacts with parents, legal guardians or relatives are needed; how to determine if supervised visits/contacts with attorneys and law enforcement are needed; how to request supervised visits in a court report; how to prepare the Monitor for his/her role and; how to prepare the parent/visitor for the supervised visit. Please refer to Procedural Guide 0400-504.45, Supervised Visits.

## **SDM**

Reunification Reassessment: Visitation Plan Evaluation addressing: Visitation Frequency and Quality. Document quality and quantity of visits for the purpose of informing the Reunification Risk Assessment tools.

## **Family Visitation Plan (FVP)**

The Family Visitation Planning Tool has been designed for use as a guide in the development of the Family Visitation Plan and it is not a mandatory form. It includes space for listing the Visitation Objectives and corresponding Planned Activity; the participants, their responsibilities and scheduling. There is additional space for listing procedures to manage visitation problems, visitation in special circumstances and a safety plan. Please refer to the attached, Family Visitation Planning Tool at the end of this document, as well as, the instructions for the development of a comprehensive Family Visitation Plan on the following pages.

The Family Visitation Plan (FVP) should address the following:

1. Visitation Objectives (purpose of the visit)
  - A separate statement for each Case Plan Service Objective, describing how the visit supports that Case Plan Service Objective.
2. Planned Activity
  - A separate statement for each Visitation Objective describing a specific activity and how it supports the Visitation Objective
3. Visit Schedule
  - A statement describing how the visitation frequency corresponds to the child's age and developmental stage and is consistent with the family's permanency goal. (Refer to Appendix A, Visitation Frequency for recommendations.)

- Specifically state:
  - Date that visitation is to begin
  - Length of the visits
  - Start and end time of the visits
  - Visit location(s)
- If specific times cannot be set, the FVP should list the person responsible for arranging the visits.
- The FVP should also anticipate the need for flexibility in start and end times (such as giving the Monitor discretion to extend a visit to allow the parent to finish reading a book to the child).
- The FVP should also list the necessary resources to facilitate visitation.

#### 4. Alternative Methods of Visitation/Contact

- A statement describing 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 may include, but are not limited to:
  - Telephone calls
  - Letters
  - E-mail, Instant Messaging (IM) or Phone Texting
  - Exchange of photographs, video tapes, CD's or DVD's
  - Videophone sessions
  - Adjunct activities
- As with face-to-face visitation, the FVP shall include the times, frequency, duration and supervision level required for these alternative visits/contacts.
- In general, children have the right to private communications, however, if it is determined that these communications are detrimental to the child, they can be specifically limited in the FVP.

#### 5. 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.

#### 6. Visitation for Dependent Teen Parents and their Children

- The FVP should address issues specific to teen parents. The FVP must provide for both access and opportunity for meaningful visitation, as appropriate.



## 7. Sibling Visitation

- The FVP must provide for regular and frequent visitation between siblings, unless inappropriate. Reasons to not permit visitation or contact with a sibling must be listed.
- The FVP must include a statement regarding how sibling visitation will be facilitated.

## 8. Supervised Visits

- The FVP should include the level of supervision, if any, required during the visitation. The FVP must specifically state the reason(s) why supervised visits are required and if there is a required location. The FVP should include arrangements for the supervision, and, list the name and contact information of the Monitor. The FVP should describe the qualifications of an approved Monitor and link these qualifications to the Visitation Objectives (e.g., if the Visitation Objective is to demonstrate improved parenting, the Monitor would need to be qualified to make such an assessment. In addition, the FVP should set forth any negotiated and/or required visit conditions that have been established and include any agreed upon "do's and don'ts" (including issues around food, candy, gifts, books, toys, etc.) Refer to Procedural Guide 0400-504.45, Supervised Visits.

## 9. Visitation Problems

- The FVP must establish procedures for handling circumstances in which problems arise with the visitation and outline procedures to mitigate these effects on the child(ren) (e.g., The FVP must take into consideration the ramifications of cancelled visits). All such circumstances and appropriate consequences shall be described in the FVP.

## 10. Visiting In Specific Situations

- Use Appendix B, "Instructions for Visitation Under Special Circumstances" when documenting special structuring or disallowance of visitation between the child and certain family members under the following circumstances:  
(Refer to Procedural Guide 0080-506.16, Obtaining Services for Incarcerated/Institutionalized Parents)
  - Incarcerated Parent
  - Domestic Abuse
  - Mental Health Placement or Hospitalization
  - Chemical Treatment Program
  - Sexual Abuse
  - Permanency

## 11. Transportation

- Clearly delineates who is responsible for transporting the child to the visit location.

## 12. Safety Planning

- Includes 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.

## 13. FVP Team Participants

- The FVP must list the names and contact information of all FVP development participants.

## 14. Changes To The FVP

- The visit can be limited or terminated immediately, without consulting the court, when there is imminent danger to the life, safety, health or well-being of the child or any of the visit participants. Such action must be well documented, and a Family Centered Team meeting shall be convened as soon as possible to revise the FVP, unless DCFS is requesting a “No Contact order” from the court.
- Other than the above-described situation, changes to the FVP should be made with the Family Centered Team members. However, changes can also be initiated by the CSW without convening a Family Centered Team meeting by calling/emailing all affected parties regarding the changes and obtaining their input and consent. This process should be documented in the Case file.

## **Visit Preparation**

- Prepare parents for the range of reactions children may have to visits.
- 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 including summarization of observations made by visitation Monitor’s.

- 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.
- 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.
- Provide relative caregivers with referrals to kinship resource centers, as appropriate.

## **Procedures**

### **A. WHEN: DEVELOPING A FAMILY VISITATION PLAN (FVP) WITH A FAMILY CENTERED TEAM (TEAM)**

#### **CSW Responsibilities**

1. Convene the Team meeting.
2. Explain the Team meeting process to parent, caregiver, and child.
3. Clearly identify the factors that required DCFS intervention (SDM assessments).
4. Determine the need for supervised visitation, the level of supervision required, create a detailed supervision plan, and outline the roles and duties of the visit Monitor.
5. Identify, evaluate and approve visitation Monitors prior to the Team meeting, if need is anticipated.
6. Articulate relevant family's strengths to be tapped and/or utilized during the visit, and document in the FVP.
7. Collaboratively plan, with the parents, age appropriate activities for the parent(s) and child(ren) to participate in during visits.
8. Ensure that the FVP is understood by the parent(s) and implemented as designed by the Team.
9. Address barriers to the FVP's implementation.
10. Work with the Team to modify the existing FVP to conform to subsequent court orders.
11. Explain facility requirements to caregivers if the child(ren) will be visiting incarcerated or institutionalized parents (e.g. dress code, gifts, food).
12. Ensure caregivers are aware of their role in family reunification, of the parents' strengths and how visitation supports family reunification.
13. Contact affected parties in regards to scheduling conflicts and, where necessary, reconvene the Team to resolve these conflicts.
14. Provide the FVP information, 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.

**NOTE:** If a family visitation plan is being developed for a child or children remaining in the parent(s) or guardian's home with DCFS supervision (VFM) OR when the child(ren) is/are being voluntarily placed (VFR), the parent(s) or guardian(s) must agree to the visitation plan as part of the agreed to Voluntary Case Plan.

**Family Centered Team (Team) Facilitator** (TDM, Icebreaker, FGDM, Permanency Conference, etc.)

1. Remain neutral with respect to all meeting participants.
2. Model respectful interaction with the family, staff and other participants.
3. Create an inclusive meeting environment.
4. Manage the Team meeting, and facilitate the development of the FVP.
5. Support DCFS best practices and procedures.
6. Recognize and appropriately utilize all available resources.
7. Guide the Team towards generating creative solutions that address and ensure child safety.
8. Work to develop a consensus among all Team participants.
9. Focus on family strengths.

**B. WHEN: PARENT/LEGAL GUARDIAN FACE-TO-FACE VISITS WITH THE CHILD**

**CSW Responsibilities:**

1. Parent's visits prior to the detention hearing:

It is appropriate in most cases to offer parents the option of visiting their children prior to the detention hearing. The determining factor to allowing such visits must be based on the safety of the child.

- If it is felt that a pre-detention hearing visit will pose a safety risk to the child or that the child will be traumatized by such a visit or if the child does not want a visit, do not arrange a visit without consulting with the SCSW.
- If, in consultation with the SCSW, it is determined that the visits should be supervised, refer to Procedural Guide 0400-504.45, Supervised Visits for instruction.

**NOTE:** If the CSW has a reasonable belief that there is the potential of flight risk/abduction during the pre-detention period, visits should take place and be supervised in a secure setting, such as a DCFS office, FFA agency, etc.

- Prior to the visit, advise the parent(s)/legal guardian(s), child(ren) (if appropriate) and the caregiver that the facts of the case should not be discussed during the visit.
  - If the visit is to be unsupervised the visit should take place at the caregiver's home.
  - If the child is placed in a licensed foster home the visit should take place in a neutral setting unless the foster parent waives his/her right to maintain the confidentiality of the placement. See Procedural Guide 0100-520.51, Maintaining the Confidentiality of a Child's Placement.
2. For children receiving Family Reunification services with the parent(s)/legal guardian(s) listed in the Case Plan:
- As high a frequency of visits as possible are encouraged with a minimum of at least once each calendar month. Refer to the attached Appendix A, Visitation Frequency (a non-mandatory, best practice visitation frequency chart).

**NOTE:** Unless court-ordered, there shall be no unsupervised visits if the child has been removed due to a finding of severe physical abuse pursuant to Welfare and Institutions Code 300(e).

3. Children receiving Permanent Placement services may have family visitation when appropriate and included in the Case Plan. Visits with mentors and other support systems that may facilitate transitions into adulthood should be encouraged.
4. Exceptions to minimum visitation requirements are only permitted with court approval or Assistant Regional Administrator authorization on the Case Plan for non-court cases.
5. No visits are required if the whereabouts of the child or the parent(s)/legal guardian(s) are unknown and the following are completed:
- The court has been informed.
  - A Due Diligence has been filed on the parent/legal guardian whose whereabouts are unknown.
  - The CSW confirms and documents in the Contact Notebook, once every 30 days from the date of the initial discovery, that the child or parent's/legal guardian's whereabouts remain unknown.

## **C. WHEN: SIBLING FACE-TO-FACE VISITS WITH THE CHILD**

A sibling is defined as a child related to another person by blood, adoption, or affinity through a common legal or biological parent.

### **CSW Responsibilities**

1. If placement of siblings in the same home is not possible after making a diligent effort, the following must be done:
  - As part of the Case Plan, prepare a Family Visitation Plan providing for ongoing and frequent interaction among the siblings. See pages 2, 7 and 11 of this Procedural Guide.
2. If the court determines by clear and convincing evidence that sibling interaction is detrimental to the child, it will be so noted on the court order, and the following must be done:
  - Suspend interaction.
  - If it appears that suspension of sibling visitation is not in the best interests of the child(ren), follow existing procedures outlined in Procedural Guide 0300-507.05, Adverse Court Order/Decision.
  - Include an evaluation of the reasons for the suspension of interaction between the siblings in each Status Review hearing report.
  - If the court orders that interaction between the siblings can be safely resumed, revise the Family Visitation Plan in the Case Plan accordingly.
3. Document the appropriateness of visits in the Case Plan.

## **D. WHEN: GRANDPARENT FACE-TO-FACE VISITS WITH THE CHILD**

### **CSW Responsibilities**

1. Arrange visits as determined by the Case Plan or court order. See pages 2 and 8 of this Procedural Guide.

**E. WHEN: VISITS AMONG DEPENDENT TEEN PARENT WHO RETAINS CUSTODY OF HER/HIS NON-DEPENDENT CHILD, THE NON-DEPENDENT CHILD’S NON-CUSTODIAL PARENT AND APPROPRIATE FAMILY MEMBERS**

When a teen parent in foster care has custody of his or her child and the child is not a dependent of the court, then visitation among the teen parent, the non-dependent child’s non-custodial parent, and appropriate family members is to be ordered by the court, unless the court finds clear and convincing evidence that visitation would be detrimental to the teen parent.

**NOTE:** A dependent teen parent who has custody of her/his child and the child is not a dependent of the court, is the only person who has a right to make visitation decisions regarding the child.

**CSW Responsibilities**

1. Arrange visits as determined by case plan and court order. See pages 2, 8 and 10 of this Procedural Guide.

**APPROVAL LEVELS**

Section	Level	Approval
A.	N/A	None Required
B.	ARA	Family Visitation Plan Case Plan for voluntary case
C. D. E.	N/A	None Required

**OVERVIEW OF STATUTES/REGULATIONS**

**Welfare and Institutions Code (WIC) Section 300(e)**, defines “severe physical abuse”.

**WIC 308**, Sets forth mandates regarding telephone contact for children who have been detained.

**WIC 361(h)**, Requires the court to determine whether or not visitation rights will be granted to the grandparents of the child and that the court clearly specify those rights to the CSW.

**WIC 362.1(a)**, Sets forth visitation requirements for dependent children of the court when the court orders the child to be suitably placed. It provides direction to the court regarding visitation safety, frequency, placement confidentiality and sibling visitation.

**WIC 362.1(a)(1)(B)(3)**, states, in part, that when a teen parent in foster care has custody of his or her child and the child is not a dependent of the court, then visitation among the teen parent, the non-dependent child's non-custodial parent, and appropriate family members is to be ordered by the court, unless the court finds clear and convincing evidence that visitation would be detrimental to the teen parent.

**WIC 362.6**, Details legal requirements regarding requests for a hearing to determine whether visitation between a child victim and an incarcerated person should be allowed.

**WIC 366(a)(1)(D)(i)(IV)**, sets forth requirements for reporting to the court regarding sibling visitation.

**WIC 16507**, Requires a plan for visitation between a child and his/her grandparents when the child is receiving family reunification services and it is in the child's best interests.

**California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Division 31-340**, states requirement for supervised visits for parent/guardian in cases of severe physical abuse. Addresses visit frequency requirements for court and voluntary cases receiving family reunification services.

**CDSS MPP 31-345**, states requirement for grandparent visits for children receiving court ordered family reunification services.

**California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Division 31-075.3(c)(1)**, Requires documentation of sibling contact, efforts to overcome barriers of sibling contact and a schedule of planned sibling contacts and visits with the child.

## LINKS

California Code	<a href="http://www.leginfo.ca.gov/calaw.html">http://www.leginfo.ca.gov/calaw.html</a>
Division 31 Regulations	<a href="http://www.cdss.ca.gov/ord/PG309.htm">http://www.cdss.ca.gov/ord/PG309.htm</a>
Title 22 Regulations	<a href="http://www.dss.cahwnet.gov/ord/PG295.htm">http://www.dss.cahwnet.gov/ord/PG295.htm</a>

## RELATED POLICIES

[Procedural Guide 0070-548.03](#), Point of Engagement: Team Decision Making  
[Procedural Guide 0070-548.04](#), Point of Engagement: Intensive Services  
[Procedural Guide 0070-548.20](#), Taking Children Into Temporary Custody



[Procedural Guide 0080-502.10](#), Initial Case Plan  
[Procedural Guide 0080-504.20](#), Case Plan Update  
[Procedural Guide 0080-506.16](#), Obtaining Services for Incarcerated/Institutionalized Parents  
[Procedural Guide 0100-510.21](#), Voluntary Placement  
[Procedural Guide 0100-510.25](#), Emergency Placement in a Shelter Care Facility  
[Procedural Guide 0100-510.30](#), Placing Indian Children in Out-of-Home Care  
[Procedural Guide 0100-510.45](#), Out-of-Region Placements  
[Procedural Guide 0100-510.50](#), Placing Children Six Years of Age or Younger in Congregate Care  
[Procedural Guide 0100-510.61](#), Responsibilities For Placement: Foster Child's Needs and Case Plan Summary  
[Procedural Guide 0100-510.65](#), Placing Sibling Groups in Out-of-Home Care  
[Procedural Guide 0100-520.50](#), Assessment of a Potential Caregiver's Ability To Meet A Child's Needs  
[Procedural Guide 0100-520.51](#), Maintaining the Confidentiality of a Child's Placement  
[Procedural Guide 0100-570.10](#), The Care of Children Placed in Group Homes  
[Procedural Guide 0300-303.15](#), Writing the Dentition Report  
[Procedural Guide 0300-503.10](#), Writing the Jurisdictional/Dispositional Hearing Report  
[Procedural Guide 0300-503.15](#), Writing the Status Review Hearing Report  
[Procedural Guide 0300-507.05](#), Adverse Court Order/Decision  
[Procedural Guide 0400-503.10](#), Contact Requirements and Exceptions  
[Procedural Guide 0400-504.45](#), Supervised Visits

### FORM(S) REQUIRED/LOCATION

**LA Kids:** [DCFS 709](#), Foster Child's Needs and Case Plan Summary  
[DCFS 5120](#), Monitor's Instructions: Terms and Conditions for Supervised Visits  
[DCFS 5121](#), Visitor's Instructions: Terms and Conditions for Supervised Visits  
[Caregiver's Visitation Notes](#) (for unsupervised visits)  
[Family Visitation Planning Tool](#)

**CWS/CMS:** [DCFS 709](#), Foster Child's Needs and Case Plan Summary  
Initial Case Plan  
Case Plan Update  
Contact Notebook

**SDM:** **Reunification Reassessment:** Visitation Plan Evaluation addressing: Visitation Frequency and Quality.

## Visitation Frequency

Best practice research indicates that visitation frequency should correspond to the child's age and developmental stage and be consistent with the family's permanency goal. The visitation frequency in the chart below pertain to face-to-face visits and are recommended but not mandatory.

Age	Frequency/Duration of Visits
0 – 6 Months	<ul style="list-style-type: none"> <li>• Daily visits are optimal.</li> <li>• Families should visit at least three times a week for 30-60 minutes.</li> <li>• During this developmental period, the focus should be on short, frequent visits.</li> </ul>
6 – 12 Months	<ul style="list-style-type: none"> <li>• Families should visit at least three times a week for one hour.</li> <li>• 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.</li> </ul>
1 – 4 Years	<ul style="list-style-type: none"> <li>• Families should visit at least twice a week for 1 1/2 hours.</li> <li>• 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.</li> <li>• All desires from verbal children should be solicited and considered.</li> </ul>
5 – 12 years	<ul style="list-style-type: none"> <li>• Families should visit at least once a week for two or more hours.</li> <li>• Children in this developmental stage can tolerate more time between visits.</li> <li>• 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.</li> </ul>
13 – 15 Years	<ul style="list-style-type: none"> <li>• Families should visit at least once a week for two or more hours.</li> <li>• The Team must take into consideration the child's desires.</li> </ul>
15 – 18 Years	<ul style="list-style-type: none"> <li>• No recommendation regarding the specific frequency/duration of visits.</li> <li>• Child's desires should be strongly considered in creating the FVP.</li> </ul>

## Instructions for Visitation Under Special Circumstances

Circumstance	Family Centered Team Response in FVP
Incarcerated Parent	<ul style="list-style-type: none"> <li>• The Team shall carefully consider what visitation/contact is appropriate.</li> <li>• 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.</li> <li>• If face-to-face visits are not feasible or are otherwise inappropriate, the Team shall consider phone calls and/or other communicative means.</li> <li>• 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.</li> <li>• The CSW must explain to the child what he or she should expect during the visit to the facility.</li> <li>• At all times, the Team shall examine the child's feelings in visiting the parent in jail or prison.</li> <li>• The CSW and caregiver shall prepare the child to comply with facility regulations.</li> </ul>
Chemical Treatment Program	<ul style="list-style-type: none"> <li>• The Team shall assess the child's feelings about visiting the parent in such an institution.</li> <li>• 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.</li> </ul>
Mental Health Placement or Hospitalization	<ul style="list-style-type: none"> <li>• 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.</li> <li>• Where visitation is appropriate, the CSW shall investigate the facility's visitation policies in order to assist the Team in structuring the FVP.</li> </ul>
Domestic Abuse	<ul style="list-style-type: none"> <li>• 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.</li> <li>• Safety should be the Team's paramount concern in regard to the child and the domestic violence victim, especially upon initial contact.</li> <li>• Confidentiality regarding residences and contact information should be maintained where a danger is posed by a parent.</li> <li>• 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.</li> <li>• The Team can arrange for different visiting schedules for both parents and safe drop-off/pick-up locations.</li> <li>• A safety plan should be in place should a batterer who is excluded from family visits unexpectedly appears at visitation.</li> </ul>

# Family Visitation Planning Tool

## Los Angeles County Department of Children and Family Services

The Family Visitation Planning Tool has been designed for use as a guide in the development of the Family Visitation Plan and it is not a mandatory form. Ideally, this tool should be utilized in a family centered team context (TDM, Icebreaker, FGDM, Permanency Conference, etc.), to assist the participants in working out the details of a purpose driven Family Visitation Plan (please refer to page 2 of this Procedural Guide) for an explanation of purposeful visitation as the most critical factor in ensuring and supporting safe and timely reunification for children and their birth families.

### **DO NOT ATTACH THIS TOOL TO CASE PLANS OR COURT REPORTS.**

The Family Visitation Plan that is developed using this tool is to be documented in the Case Plan and the Court Report. Please refer to the instructions on pages 9 through 12 of this Procedural Guide for development and documentation of a comprehensive Family Visitation Plan.

Visitation Objective	Planned Activity	“Who”	“Will do What, Where and How”	Time Frames
Each Visitation Objective is to support at least one Service Objective of the Case Plan. Use one box for each Visitation Objective	Provide a specific and detailed description of the Planned Activity	List all participants, including transportation providers, monitors, etc. and their contact information.	List what each participant is responsible for and where and how the Planned Activity will take place.	List details of visit schedule for each participant.
<b>Example:</b> <i>Mother will demonstrate active support of her child's education.</i>	<b>Example:</b> <i>Mother and child will have daily, 1 hr., supervised after-school-visit during which the mother will assist her child with homework completion.</i>	<b>Example:</b> <i>Mother: Betsy Palm 213-561-0000 Child: Terry Palm 213-590-7569 Monitor: Yvonne Singer 562-889-7845 Caregiver: Judith Harris 213-590-7569</i>	<b>Example:</b> <i>Mother: Will visit in child's placement and help her child with homework.  Child: Will bring homework from school and complete with mother.  Monitor: Will ensure child safety and will coach mother as needed.  Caregiver: Will provide an environment that supports homework completion.</i>	<b>Example:</b> <i>Mother: Will arrive by 3:30 pm and leave no earlier than 4:30 pm Mon. through Fri.  Child: Will arrive by 3:30 pm and visit with mother until 4:30 pm Mon. through Fri.  Monitor: Will arrive by 3:25 pm and leave after mother has left Mon. through Fri.  Caregiver: Will be available to receive visit participants by 3:20 pm and ensure that mother and Monitor have left by 4:35 pm.</i>

# Family Visitation Planning Tool

Los Angeles County Department of Children and Family Services

Case Name:	
CSW's Name:	
CSW's Phone:	

Child(ren) Name(s):		
		Date

Visitation Objective	Planned Activity	"Who"	"Will do What, Where and How"	Time Frames
1.				
2.				
3.				
4.				
5.				

# Family Visitation Planning Tool

Los Angeles County Department of Children and Family Services

Visitation Objective	Planned Activity	"Who"	"Will do What, Where and How"	Time Frames
6.				

**VISITATION PROBLEMS:** Describe procedure(s) for handling circumstances (including appropriate consequences) in which problems arise with the visitation. Include outlining of procedures to mitigate the effects on children, such as cancelled visits:

--

**VISITING IN SPECIFIC SITUATIONS:** Describe special structuring or disallowance of visitation between the child and certain family members per Appendix B, Special Circumstances Visitation Guidelines (Incarcerated Parent, Domestic Violence, Sexual Abuse, Mental Health Placement or Hospitalization, Chemical Treatment Program, Permanency):

--

**SAFETY PLAN:** Describe an action plan in the event that an emergency arises. Include the responsible party to be contacted and what further steps should be taken by all relevant parties:

--

## CAREGIVER'S VISITATION NOTES

### For Unsupervised Visits

Child's Name:

Visitors Name(s) and Relationship to Child:

Scheduled Visit Date and Time:

From:

A
M
P
M

To:

A
M
P
M

Visitor's Actual Arrival Time:

Actual Return Time:

Did the visitor come to the scheduled visit?

Yes  
 No

Was the visitor on time for the visit?

Yes     Early  
 No       Late

By how much?:

Did the visitor give 24 hour notice for cancellation or rescheduling of the visit?

Yes  
 No

Explanation given:

Was the visitor appropriate with you?

Yes  
 No

Explain:

Was visitor appropriate with the child?

Yes  
 No

Explain:

Did the visitor follow the agreed to visitation plan?

Yes  
 No

If no explain:

Did the visitor return at the agreed upon time?

Yes  
 No

If no, what was the explanation given?:

If you dropped off and picked up the child:  
Did you drop off and pick up the child on time?

Yes  
 No

If not, explain:

What were the visitor's comments on the quality of the visit if any?:

What were the child's comments on the quality of the visit if any?:

Your name (please print): \_\_\_\_\_ Your signature: \_\_\_\_\_

## 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 BB.

### 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 BB;
  - (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 BB.
- 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)<sup>1</sup>**

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 [ ]<sup>2</sup>

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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<sup>1</sup> 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.

<sup>2</sup> FFH (foster family home); SFH (small family home); FFA (foster family agency); GH (group home).

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:

# CTF TREATMENT PROGRAM

**Los Angeles County Shared Foundations of Practice**  
***Departments of Children and Family Service, Mental Health and Probation***

**Shared Core Practice Model: Framework and Vision**

The Departments of Children and Family Services, Mental Health and Probation developed a shared model of practice to better integrate services and supports for children, youth, families and communities. Our purpose is to provide responsive, efficient, and high-quality services that promote safety, permanence, well-being and self-sufficiency. Our approach and commitment are grounded in the crucial elements of community partnership, teamwork, cultural competence, respect, accountability, continuous quality improvement and best practice.

**Our Values and Guiding Principles**

**Value: Child Protection & Safety**

**Guiding Principle:** All children and youth have the right to live in a safe environment, free from abuse, and neglect. We work to achieve this without an over-reliance on out-of-home care and while ensuring the safety of children and youth temporarily residing in these settings.

**Value: Permanence: Lifelong, Loving, Families**

**Guiding Principle:** Children and youth need and are entitled to a safe, nurturing and permanent family environment ideally in their own home. When temporary out-of-home placement is necessary, it is time-limited, child needs-specific, the least restrictive, most family-like environment, with appropriate cultural and community supports, and focused on permanence and/or rehabilitation.

**Value: Strengthening Child & Family Well-Being and Self Sufficiency**

**Guiding Principle:** Identifying the unique strengths of children, youth and families allows services and supports to be individualized and tailored. All interactions and interventions with children, youth and families must be responsive to the trauma and loss they may have experienced.

**Value: Child Focused Practice**

**Guiding Principle:** Integrated assessments that focus on the child's individualized, underlying needs and strengths, provide the best guide to effective intervention and lasting change.

**Value: Family-Centered Practice**

**Guiding Principle:** All families have unique strengths. They deserve a voice and choice in decisions about how to best meet their children's needs. This approach helps us develop and implement strategies that create long-lasting change and promotes self-sufficiency.

**Value: Community-Based Partnerships**

**Guiding Principle:** Services and interventions for children, youth and family are delivered collaboratively by agencies, providers, community and informal supports (extended family, faith-based organizations, cultural and community groups and others) in order to meet each family's needs.

**Value: Cultural Competency**

**Guiding Principle:** We maintain an attitude of cultural humility; recognizing that the cultural, ethnic and spiritual roots of the child, youth and family are a valuable part of their identity. We actively seek to reduce racial disproportionality and to eliminate disparities within the many systems that touch the lives of the families we serve. Our service delivery approach seeks to honor and respect the beliefs and values of all families.

**Value: Promising Practice and Continuous Learning**

**Guiding Principle:** We commit to developing an environment of continuous listening and learning and to ensuring that policy and practice decisions are based on reliable data as well as evidence, research and feedback.



**The Practice Wheel: Our Shared Core Practice Model in Action** - Our values and guiding principles are applied through a set of practice activities, best depicted by the Practice Wheel.



**Engaging** is the practice of creating trustful working relationships with the child and their family by increasing their participation, validating their unique cultural perspective, and hearing their voice and choice. This foundation facilitates early and on-going discovery of all parents, siblings, extended family, tribal, cultural and community connections that can help and leads to honest, supportive, inquiry and planning to address concerns and needs in the areas of safety, permanence well-being and self-sufficiency. The central focus is ensuring the child and family are active participants in identifying the child's needs and in finding solutions to their issues and concerns with child safety, juvenile delinquency, educational achievement, permanence, well-being and self-sufficiency.

**Operational Principles:**

- Children and families are more likely to enter into a helping relationship when individuals involved have developed trusting relationships.
- The quality of these relationships is the most important foundation for engaging the child and family in a process of change.
- Children and families are more likely to pursue and sustain a plan or course of action that they have voice and choice in designing.

**Teaming** is the practice of building and strengthening the child and family's support system, whose members meet, communicate, plan together, and coordinate their efforts in a unified fashion to address critical issues/needs. Effective teaming continues the process of engaging the family and generating support for family members and older children to discuss and build on strengths and address needs.

**Operational Principles:**

- Decisions about interventions are more effective when made by the family team.
- Coordination of the activities of everyone involved is essential and is most effective and efficient when it occurs in regular face-to-face meetings of the family team.
- Children and youth are most successful in achieving independence when they have established relationships with caring adults who will support them over time.

**Assessing** is the practice of collaborating with a family's team to obtain information about the significant events impacting children and families and the underlying needs that are bringing about their situation. It is an ongoing process that includes the identification of underlying needs (including child and family trauma needs), and helps determine the availability and capability of resources needed to make progress.

**Operational Principles:**

- When children and families see that their strengths are recognized, respected, and affirmed, they are more likely to rely on them as a foundation for change.
- Assessments that focus on underlying needs provide the best guide for intervention.
- Youth and family must be included in planning and, as much as possible, should make choices about services and interventions.
- Planning for safety, stability, and permanency should fully include educational plans and services for children and youth.

**Planning** is the practice and process of tailoring plans to build on strengths and protective capacities in order to meet individual needs with each child and family. **Intervening** is the implementation of planned activities and practices that decrease risk, provide for safety, heal trauma, enhance normative behaviors, and promote permanence, well-being and self-sufficiency. Plans evolve and must be flexible to respond to a family's emerging issues and needs.

**Operational Principles:**

- Children do best when they live safely with their family or kin or, if neither is possible, with a foster family. Siblings should be placed together.
- Group or residential care should never be long-term and should lead to permanence and/or community reentry.
- Children receive care when they need it, not when they qualify for it.
- A menu of seamless (non-categorical) services and resources should be provided and the family's informal helping system is central to supporting sustaining progress.
- Safe reunification occurs more rapidly and permanently when visiting between parents and children takes place in the most normalized environment possible.

**Tracking, adapting and transitioning** is the practice of evaluating the effectiveness of the plan, assessing circumstances and resources, reworking the plan, celebrating successes, adapting to challenges and organizing after-care supports with children and families.

**Operational Principles:**

- Services should be flexible enough to adapt to the unique strengths and needs of each child and family and should be delivered where the child and family reside.
- Successful transition from formal agency involvement occurs when services and supports are in place to ensure long-term stability (including post permanency supports for children and families).
- Meeting the needs of children and youth to promote emotional well-being and self-sufficiency requires collaboration and shared accountability especially to ensure youth and families are supported no matter their point of entry - be it child welfare, juvenile delinquency or the mental health system.



JERRY POWERS  
Chief Probation Officer

# Exhibit GG

## CONFIDENTIALITY OF CRIMINAL OFFENDER RECORD INFORMATION (CORI)



CORI is that information which is recorded as the result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of \_\_\_\_\_ during the legitimate course of your duties, you will have access to CORI through the processing of data, or the processing of court reports. The Probation Department has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect all documents, the information contained therein and all other data and information, against disclosure to all individuals who do not have a right-to-know or a need-to-know this information.

The use of any information, obtained from court reports or other related sources of CORI, to make contacts with probationers or their relatives, or to make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by the Probation Department is considered a breach of confidentiality, inappropriate and unauthorized.

Any \_\_\_\_\_ employee engaging in such activities is in violation of the Probation Department's confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.

I have read and understand the Probation Department's policy concerning the confidentiality of CORI records.

Signature: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Classification: \_\_\_\_\_

Date: \_\_\_\_\_

Driver's License No: \_\_\_\_\_ State: \_\_\_\_\_ Expiration Date: \_\_\_\_\_