

Short-Term Residential Therapeutic Programs

Standard & Unique Exhibits

Exhibit A	Statement of Work (STRTP)
Exhibit A-1	STRTP Reference Links
<i>Exhibit A-2</i>	STRTP Service Delivery Sites
Exhibit A-3	Criminal Record Exemption Notification
Exhibit A-4	Notification of Subsequent Arrest, Conviction, Probation, or Parole Violation
Exhibit A-5	Special Incident Reporting Guide (SIR) for Foster Care Placement Services Providers
Exhibit A-6	STRTP Monthly Utilization Self-Report Template
Exhibit A-7	Safety Performance Outcome Summary
Exhibit A-8	Permanency Performance Outcome Summary
Exhibit A-9	Access to Effective and Caring Services/Well-Being Performance Outcome Summary
Exhibit A-10	STRTP Discharge Summary
Exhibit A-11	Provider Needs and Service Plan
Exhibit A-12	Intentionally Left Blank
Exhibit A-13	STRTP Plan of Operation and Program Statement
<i>Exhibit A-14</i>	STRTP Facility License(s)
<i>Exhibit A-15</i>	STRTP Rate Letter
Exhibit A-16	Transfer of Medication Form
Exhibit A-17	Intentionally Left Blank
Exhibit A-18	Placement Coordinating Memorandum – Transgender Children/Non-Minor in Out-of-Home Care
<i>Exhibit B</i>	Line Item Budget
Exhibit C	Office of Management and Budget (OMB) Title 2 Code of Federal Regulations (CFR) Chapter I, Chapter II, Part 200 et. al and 2 CFR 1.100, Title 2, Part 1
Exhibit C-1	Department of Auditor-Controller Contract Accounting and Administration Handbook
Exhibit C-2	Auditor-Controller/Department of Children and Family Services/Probation Department Fiscal Audit Phases, Fiscal Audits of Foster Care Services Contractors
Exhibit C-3	Short-Term Residential Therapeutic Program Cost Report (Form SR 3)
Exhibit C-4	Semi-Annual Expenditure Reports: Payroll and Fringe Benefit Report (Form SR 4) and Federal Revenue Certification (Form SR 9)
<i>Exhibit D</i>	Contractor Acknowledgment and Confidentiality Agreement
Exhibit D-1	Contractor Employee Acknowledgment and Confidentiality Agreement
Exhibit D-2	Contractor Non-Employee Acknowledgment and Confidentiality Agreement
<i>Exhibit D-3</i>	Confidentiality of Criminal Offender Record Information
Exhibit E	Statement of Dangerous Behaviors and California Department of Social Services Child Welfare Services Manual Section 31-405
Exhibit F	IRS Notice 1015 - Notice to Employees Regarding Federal Earned Income Credit
Exhibit G	Payment Resolution Notification
Exhibit H	Overpayment Policy
<i>Exhibit I</i>	Contractor's Certification of Compliance with Child, Spousal and Family Support Orders
<i>Exhibit J</i>	Contractor's Certification of Compliance with all Federal and State Employment Reporting Requirements
<i>Exhibit K</i>	Contractor's Equal Employment Opportunity Certification
<i>Exhibit L</i>	Charitable Contributions Certification
<i>Exhibit M</i>	Certification of Compliance with the County's Defaulted Property Tax Reduction Program
Exhibit N	Contract Investigation/Monitoring/Audit Remedies and Procedures

Short-Term Residential Therapeutic Programs

<i>Exhibit O</i>	Federal Debarment and Suspension Certification Form
<i>Exhibit P</i>	Contractor's Compliance with Encryption Requirements Form
<i>Exhibit Q</i>	Zero Tolerance Human Trafficking Policy Certification Form
<i>Exhibit R</i>	Contractor's Certification of Compliance with Background and Security Investigations
Exhibit S	Safely Surrendered Baby Law
<i>Exhibit T</i>	County of Los Angeles Contractor Employee Jury Service Program Certification Form
<i>Exhibit U</i>	County's Administration Form
<i>Exhibit V</i>	Contractor's Administration Form
Exhibit W	Sample Report on Outside Employment Activities
Exhibit W-1	Sample Report on Conflict of Interest
Exhibit X	Discharge Outcome and Placement Stability Report

Statement of Work

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
AND
PROBATION DEPARTMENT
SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAMS
FOSTER CARE PLACEMENT SERVICES CONTRACT

STATEMENT OF WORK



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

**SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM
FOSTER CARE PLACEMENT SERVICES
STATEMENT OF WORK**

<u>PART</u>	<u>TABLE OF CONTENTS</u>	<u>PAGE</u>
A. INTRODUCTION	4
1.0 PREAMBLE	4
2.0 OVERVIEW AND BACKGROUND	4
3.0 COUNTY PRIORITIES FOR CHILDREN	6
4.0 PROGRAM GOALS	6
5.0 TARGET DEMOGRAPHICS	7
6.0 CORE PRACTICE MODEL	7
B. PROGRAM REQUIREMENTS	8
7.0 SERVICE DELIVERY SITES	8
8.0 STAFF QUALIFICATIONS, REQUIREMENTS, AND EXEMPTIONS	9
9.0 TRAINING	10
10.0 PROGRAM REPORTING REQUIREMENTS	11
11.0 PROGRAM COMPLIANCE AND QUALITY ASSURANCE	15
12.0 PLAN OF OPERATION AND PROGRAM STATEMENT CHANGES	16
13.0 BUILDINGS AND GROUNDS	16
C. PROGRAM SERVICES	17
14.0 CHILD AND FAMILY TEAM	17
15.0 CORE SERVICES AND SUPPORTS	18
16.0 PREGNANT AND PARENTING YOUTH AND NMDs	37
17.0 ADDITIONAL SERVICES AND SUPPORTS	37
18.0 PLACEMENT PROCESS (INTAKE AND DISCHARGE)	43
19.0 NEEDS AND SERVICES PLAN	51

20.0 VISITATION PLAN..... 53

D. PERFORMANCE OUTCOME GOALS AND REQUIREMENTS SUMMARY..... 54

21.0 SAFETY 54

22.0 PERMANENCY..... 54

23.0 ACCESS TO EFFECTIVE AND CARING SERVICES FOR
WELL-BEING..... 54

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

**SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM
FOSTER CARE PLACEMENT SERVICES**

STATEMENT OF WORK

PART A: INTRODUCTION

1.0 PREAMBLE

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

The COUNTY's vision is a value driven culture, characterized by extraordinary employee commitment to enrich lives through effective and caring service, and empower people through knowledge and information. This philosophy of service excellence is anchored in the COUNTY's shared values of: 1) Integrity; 2) Inclusivity; 3) Compassion; and 4) Customer Orientation.

These shared values are encompassed in the COUNTY's Strategic Plan's three Goals: 1) Make Investments that Transform Lives; 2) Foster, Vibrant and Resilient Communities; and 3) Realize Tomorrow's Government Today.

Improving the well-being of children and families requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and among COUNTY departments/agencies, community, and contracting partners.

2.0 OVERVIEW AND BACKGROUND

On January 1, 2017, specific sections of Assembly Bills 403, 404 and 1997 became operative and established new requirements for foster care residential services, including the implementation of a new placement type, Short-Term Residential Therapeutic Program (STRTP). AB 403, 404 and AB 1997 were sponsored by the California Department of Social Services (CDSS) to administer the Continuum of Care Reform (CCR), the main goals of which are to further improve California's child welfare system and its outcomes, by increasing the use of home-based family care, and decreasing the length of time to achieve permanency. This will be accomplished in part through the strengthening of cross-agency networks of services and supports, coordinated through an effective Child

and Family Team (CFT) process, which support the ultimate goal of finding and maintaining a stable, permanent family.

A STRTP means a residential facility that provides an integrated program of specialized and intensive care and supervision, services and supports, treatment, and short-term 24-hour care and supervision to children, youth and non-minor dependents (NMDs). The care and supervision provided by a short-term residential therapeutic program shall be nonmedical, except as otherwise permitted by law.

- 2.1 The County of Los Angeles Juvenile Court gives responsibility for the care, custody, and control for each dependent child to the Department of Children and Family Services (DCFS) and Probation Department (Probation). The Board of Supervisors, through the Contract, gives authorization for the provision of placement services.
- 2.2 The Community Care Licensing Division (CCLD) regulations (see Exhibit A-1, Reference Links) that apply to STRTPs are from the Manual of Policies and Procedures, Title 22, including but not limited to:
 - (a) Division 6, Chapter 1, Sections 80000-80095, *General Licensing Requirements* (except as otherwise noted in Division 6, Chapter 7.5);
 - (b) Division 6, Chapter 7.5, Sections 87000 through 87095.69, *STRTP*;
 - (c) Division 6, Chapter 7.5, Subchapter 1, Sections 87097.00 through 87097.88, *Minor and Nonminor Dependent Parent Program*; and
 - (d) Division 6, Chapter 7.5, Subchapter 2, Sections 87096.00 through 87096.88, *Care of Children Under the Age of Six Years*.
 - (e) Division 6, Chapter 7.5, Subchapter 3, Sections 87098.00 through 87098.891, *Children's Residential Crisis Program*.
- 2.3 The California Law codes referenced in this Exhibit A, Statement of Work (SOW), are from the California Education Code (EDC), Health and Safety Code (HSC), Penal Code (PEN), and Welfare and Institutions Code (WIC) (See Exhibit A-1, Reference Links).
- 2.4 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.
 - 2.4.1 For transgender children, youth and NMDs, the CONTRACTOR shall provide services in accordance to the guidance and instructions provided in the ACL 19-27 Gender Affirming Care for Minor and Non-Minor Dependents in Foster Care (see Exhibit A-1, Reference Links) and the Placement Coordinating Memorandum titled Transgender

Children/Non-Minor Dependents (NMDs) in Out-of-Home Care (Exhibit A-18) prepared in collaboration between DCFS, PCW, the Department of Mental Health (DMH) and CCLD.

3.0 COUNTY PRIORITIES FOR CHILDREN

COUNTY has established the following priorities for their children: (1) Safety, (2) Permanency, and (3) Access to effective and caring services for well-being.

CONTRACTOR shall provide data related to COUNTY's priorities.

- 3.1 Safety: Safety is defined as freedom from abuse and neglect as defined in the PEN, Section 11165.5 (see Exhibit A-1, Reference Links). The Performance Outcome Goals and Requirements Summary addressing this priority in a STRTP setting are found in Part D, Section 21.0 of this SOW.
- 3.2 Permanency: Permanency is defined as a safe and stable nurturing relationship achieved through maintaining a child in the home, reunification, adoption, or legal guardianship. The Performance Outcome Goals and Requirements Summary addressing this priority in a STRTP setting are found in Part D, Section 22.0 of this SOW.
- 3.3 Access to Effective and Caring Services for Well-Being: COUNTY's goal is to ensure children receive services as identified through the CFT in the spirit of the Core Practice Model (CPM) to improve their level of functioning in the areas of education/career planning; transition out of foster care; physical; behavioral; social and emotional well-being; and self-sufficiency. The Performance Outcome Goals and Requirements Summary addressing this priority in a STRTP setting are found in Part D, Section 23.0 of this SOW.

4.0 PROGRAM GOALS

The COUNTY has incorporated program goals consistent with Assembly Bill 403 and 1997:

- Conducting comprehensive initial child assessments;
- Increasing the use of Home-Based Family Care and the Provision of Services and Supports to Home-Based Family Care, and wrap the necessary services around the child to ensure placement success and prevent replacements; and
- Creating faster paths to permanency resulting in shorter durations of involvement in the Child Welfare and Juvenile Justice Systems.

Aligned with the aforementioned goals are program services which shall include the timely provision of an array of appropriate services that are coordinated, comprehensive, and community-based, and which address the needs of children, with more intensive needs requiring medically necessary specialty mental health services in order to facilitate reunification and to ensure their safety, permanence, and well-being. These program services shall be trauma informed, culturally

relevant, and age and developmentally appropriate. Programs shall also collaborate with child welfare and mental health agencies for the provision of coordinated services to children and their families in accordance with the CPM as described in Part A, Section 6.0.

5.0 TARGET DEMOGRAPHICS

CONTRACTOR shall provide services to children in accordance to the CONTRACTOR's approved Plan of Operation and Program Statement and in accordance to Title 22, Chapter 7.5 STRTP, Sections 87022 and 87022.1.

- 5.1 CONTRACTOR may only accept placement of a child who has been assessed pursuant to WIC Section 11462.01 as meeting the applicable criteria for placement in a STRTP (see Exhibit A-1, Reference Links).
- 5.2 The overall target demographics for STRTPs is children, ages 0-17, and Non-Minor Dependents, ages 18-21, in need of a short-term residential therapeutic setting. The principal target demographics include children in which the Case Plan is for: 1) family reunification, 2) adoption, 3) legal guardianship, 4) permanent placement, 5) sibling group placement, 6) teen parents and their children, 7) neighborhood/school-based placement, 8) self-sufficiency, and 9) children with special health care needs as defined in WIC Section 17710(a) (see Exhibit A-1, Reference Links).

6.0 CORE PRACTICE MODEL

The CPM prioritizes child safety by enabling stronger teamwork with children and families, grounded in strong community support. The CPM is a deeper way to work with families to improve safety and outcomes for children. The model helps children and families build supportive teams that enable them to identify their strengths and underlying needs in a trusting, positive environment. These insights become the foundation of more effective action plans for change that are tailored specifically to each child and family. The strategies of this model include:

- Engagement: This is an opportunity to hear the family, build trust, show empathy, and honor the family's voice and choice.
- Teaming: Allows for teamwork to occur; shows how formal and informal supports can work together; promotes shared ownership and opportunity for change.
- Assessment and Understanding: Allows for shared identification of underlying needs and strengths; it is responsive to trauma and culture and empowers families.
- Planning and Intervention: Allows for the crafting of tailored services and attention to individual underlying needs.
- Tracking and Adapting: Allows for continuous monitoring of progress, while being thoughtful about the effectiveness of plans, and creates an opportunity to make adjustments using team assessments, so plans can

evolve to achieve long-term goals.

The CPM is a process that is family centered, solution focused, trauma responsive, strength-based, team driven, and improves outcomes for children and families.

For more information, the CONTACTOR may refer to the Pathways to Mental Health Services Core Practice Model Guide and COUNTY's CPM website (see Exhibit A-1, Reference Links).

PART B: PROGRAM REQUIREMENTS

7.0 SERVICE DELIVERY SITES

The CONTRACTOR's services described hereunder shall be provided in a licensed STRTP site(s) as listed on Exhibit A-2.

- 7.1 CONTRACTOR shall request approval from the DCFS Out-of-Home Care Management Division (OHCMD) Division Chief or designee and the Probation Placement Permanency & Quality Assurance Director in writing a minimum of thirty (30) days before: 1) terminating services at any of the approved location(s); and 2) before commencing services at any other location(s) not previously approved in writing by the DCFS OHCMD Division Chief or designee and/or the Probation Placement Permanency & Quality Assurance Director.
- 7.2 CONTRACTOR shall not place children at a service delivery site not listed on Exhibit A-2 of the STRTP Master Contract. Failure on the part of CONTRACTOR to comply with the provisions of this Section shall constitute a material breach of the Contract upon which COUNTY may take all appropriate action including but not limited to, implementation of Hold Status, Do Not Refer Status, and/or Do Not Use Status, as set forth in Part I, Unique Terms and Conditions, Section 16.0, Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan of the Contract. If CONTRACTOR disagrees that there has been a material breach, CONTRACTOR may exercise any and all of its legal rights consistent with Part I, Unique Terms and Conditions, Section 20.0 Dispute Resolution Procedures of the Contract.
- 7.3 CONTRACTORS shall check the Megan's Law Website (see Exhibit A-1, Reference Links) prior to licensing a new site to ensure that no registered sex offender lives so close that he/she will be a potential threat to the safety of the children.
- 7.4 CONTRACTOR shall develop a Safety Plan for each service delivery site to ensure the safety of the children.
 - 7.4.1 COUNTY will evaluate the potential threat to safety at a new site prior to approval.

7.4.2 CONTRACTOR shall ensure all the following postings are visible and placed in a common area in accordance to Title 22, Division 6, Chapter 7.5, Sections 87009, 87022.1(b)(16), 87072.2, 87079(e)(1) and 87080, WIC 16001.9, HSC 1512, and CDSS Publications and Forms (see Exhibit A-1, Reference Links):

- Facility License (Section 87009)
- Personal Rights (WIC 16001.9)
- Know Your Sexual and Reproductive Health Rights (PUB 490)
- Foster Youth Mental Health Bill of Rights (PUB 488)
- Foster Care Ombudsman (PUB 379)
- Complaint Procedures (Section 87072.2)
- Emergency Disaster Plan and Contact Numbers (LIC 610)
- Evacuation Plan (Facility Sketch)
- Visiting Policy Notice (HSC 1512)
- Weekly Meal Menus (Section 87022.1(b)(16))
- Planned Activities (Section 87079(e)(1))
- Resident Council Meeting Notice (Section 87080)

8.0 STAFF QUALIFICATIONS, REQUIREMENTS AND EXEMPTIONS

CONTRACTOR shall adhere to Title 22, Division 6, Chapter 7.5, Sections 87019, 87022(c)(A) and (D), 87064, 87065, and 87095.66 requirements in connection with staff qualifications, requirements, and exemptions.

8.1 Criminal Record Clearance Procedures, Criminal Record Statements, and Child Abuse Index Checks

CONTRACTOR shall adhere to the requirements of Part I, Unique Terms and Conditions, Section 8.0 Background and Security Investigations, conduct a background check, obtain a criminal clearance and request criminal record exemptions as applicable for all employees, independent contractors, volunteer staff, or subcontractors prior to any contact with children while providing services under the Contract according to HSC Sections 1522 (see Exhibit A-1, Reference Links) and as specified in Title 22, Division 6, Chapter 1, Section 80019.

8.1.1 CONTRACTOR shall notify COUNTY of any approved or denied exemption request submitted to CDSS Criminal Background Check Bureau. Notifications shall be sent to CONTRACTOR's OHCMD assigned monitor within 2 business days of receipt by submitting the Criminal Record Exemption Notification (Exhibit A-3) along with any related documentation. COUNTY may request that employees, independent contractors, volunteer staff, or subcontractors with a criminal record exemption be immediately removed from performing services under the Contract. CONTRACTOR shall be notified of such decision within five (5) days of DCFS receipt of Exhibit A-3. The CONTRACTOR must receive written approval for anyone with a criminal record exemption prior to having contact with children.

8.2 CONTRACTOR shall check the Megan's Law Website (see Exhibit A-1, Reference Links) prior to: the hiring of any prospective employee(s), the use of agency independent contractor(s), volunteer(s), or subcontractor(s) who may come in unsupervised contact with the children in the course of their work, volunteer activity, or performance of the subcontract, and shall maintain records documenting this.

8.3 **Subsequent Arrests or Convictions**

CONTRACTOR shall notify the OHCMD assigned monitor, COUNTY Worker and CCLD in writing of any known allegations in the Child Abuse Central Index arrest and/or subsequent conviction, other than for minor traffic offenses, of all non-exempt persons in accordance with HSC, Section 1522 (see Exhibit A-1, Reference Links).

8.3.1 CONTRACTOR shall prepare and submit the Notification of Subsequent Arrest, Conviction, Probation or Parole Notification Violation (Exhibit A-4) to the assigned OHCMD monitor along with any related documentation within two (2) working days of the time such information becomes known to the CONTRACTOR. All supplemental documentation received after the Exhibit A-4 submission must be provided as it becomes available.

8.4 CONTRACTOR shall maintain all records related to background checks, criminal record clearance procedures, criminal record exemptions, criminal record statements, Child Abuse Central Index checks, and subsequent arrest request notification documentation, which shall be made available upon request.

8.5 **Staff Language Requirements**

CONTRACTOR shall provide child care staff, mental health personnel, and social work personnel who are proficient in both speaking and writing the language(s) of the children and family(ies). CONTRACTOR may comply with this requirement by providing equivalent bi-lingual resources for social work and mental health needs.

9.0 TRAINING

CONTRACTOR shall develop a comprehensive initial and an on-going training plan for agency staff, volunteers, subcontractors, and any staff working directly with children in accordance with Title 22, Division 6, Chapter 7.5, Sections 87022(c)(b), 87064.2, 87065, and 87065.1.

9.1 CONTRACTOR shall ensure training is conducted by qualified staff.

9.2 CONTRACTOR shall maintain the individual records of training completed by staff and volunteers, and shall make them available upon request.

- 9.3 The COUNTY reserves the right to designate up to 16 hours of additional training per year as determined by the COUNTY. Up to 16 hours may or may not be required by DCFS in any given year. Training needs will be researched and implemented by the CONTRACTOR as necessary.

In addition to the training topics listed under Title 22, Division 6, Chapter 7.5, Section 87065.1(d)(3), CONTRACTOR shall include the following topics as part of the required annual 40 hours of training:

- College and Career Readiness
- Implicit Bias
- Cultural Competency
- A minimum of 8 hours of Sexual and Reproductive Health Education
- Reduction of Law Enforcement Involvement
- Emergency Intervention Training as indicated in Title 22 Division 6, Chapter 7.5, Section 87095.65(b)

- 9.3.1 CONTRACTOR shall ensure staff providing direct education support to children, youth and NMDs attending 6-12 grade, receive College and Career Readiness training in accordance with the Turning Dreams Into Degrees in LA County curriculum as referenced in Exhibit A-1 (See training resources at Exhibit A-1-Reference Links). The training shall be tailored to the grade level of each child, youth and NMD (Grades 6-10 or 11-12). Staff who have completed training for children and youth in grades 6-10 must complete additional training tailored to children, youth and NMDs in grades 11-12 upon the child, youth and NMDs' transition to the 11th grade.

10.0 PROGRAM REPORTING REQUIREMENTS

All CONTRACTOR employees are mandated reporters of child abuse and neglect per PEN Code, Section 11165.7 (see Exhibit A-1, Reference Links). Child abuse and neglect in out-of-home care are defined in Section 11165.5 (see Exhibit A-1, Reference Links).

- 10.1 CONTRACTOR shall report all suspected child abuse allegations and incidents immediately upon discovery for all children to: (1) CCLD; (2) COUNTY's Child Protection Hotline; (3) for DCFS children, to the OHCMD assigned monitor; and (4) for Probation children, to the Placement Administrative Services' (PAS) Officer of the Day (OD).
- 10.2 CONTRACTOR agrees that the safety of the Child will always be the first priority. To ensure the safety of the Children, CONTRACTOR will, and will train staff to, immediately, upon discovery, whenever CONTRACTOR reasonably suspects that a Child has been a victim of abuse and/or is in danger of future abuse, notify: (1) CCLD and the COUNTY's Child Protection Hotline; (2) for DCFS children, the OHCMD assigned monitor;

and (3) for Probation children, the PAS OD. CONTRACTOR will remain with the Child if imminent risk is present. CONTRACTOR and CONTRACTOR's staff shall coordinate with CCLD, the OHCMD assigned monitor, and the PAS OD prior to the investigation of any allegation of child abuse and follow their instructions on how to proceed.

- 10.3 CONTRACTOR shall ensure that all known or suspected instances of child abuse are reported to a child protection agency as defined in PEN, Section 11166. This responsibility shall include:

10.3.1 A requirement that all employees, consultants, or agents performing services under this Contract who are required by PEN, Section 11165.7 (see Exhibit A-1, Reference Links), to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.

10.3.2 To the extent possible and reasonable, CONTRACTOR will educate employees, consultants or agents who are not mandated reporters of child abuse, as defined in California PEN Section 11166 (see Exhibit A-1, Reference Links), on procedures for reporting any reasonable suspicion of child abuse.

10.4 **Special Incident Report (SIR) Via the I-Track System**

The CONTRACTOR shall prepare and submit a SIR via the I-Track System, for each Child in accordance with the guidelines and time frames in Exhibit A-5, Special Incident Reporting Guide for Foster Care Placement Services Providers.

In addition to the reporting requirements described in Title 22, Division 6, Chapter 1, Section 80061 and Chapter 7.5, Sections 87022(c)(7), 87061, and 87095.61, the CONTRACTOR shall also notify the COUNTY of all reportable incidents via the I-Track web-based system (see Exhibit A-1, Reference Links).

For Probation children, the CONTRACTOR shall also report incidents by telephone to the PAS OD. Failure to report via the I-Track system may result in further action as described in Exhibit N, Investigation/Monitoring/Audit Remedies and Procedures.

10.4.1 Each incident will be evaluated by the COUNTY on a case-by-case basis to determine appropriate corrective action.

10.5 **Runaway and Abduction Procedures and Reporting**

CONTRACTOR shall comply with the runaway plan in accordance to their program statement and Title 22, Division 6, Chapter 7.5, Sections 87061(j)(7) and (8) and 87095.24. At time of admission, if it is determined that the child, youth and NMD has a history of running away from placement or is identified as a commercially sexually exploited child, youth and NMD,

the CONTRACTOR shall develop an individualized runaway plan for that specific child, youth and NMD.

10.5.1 **Call Law Enforcement**

CONTRACTOR shall exhaust all efforts to engage and redirect the child, youth and NMD attempting to runaway to remain in the facility in accordance to Title 22, Division 6, Chapter 7.5, Section 87095.24(c)(2) and the CONTRACTOR's Program Statement, Runaway Plan section. CONTRACTOR shall keep the contact information of the nearest law enforcement agency on hand and contact them to file a Missing Persons' Report in accordance to the timelines as specified in the SIR Guide (Exhibit A-5). Photographs may be released to law enforcement only in an effort to expedite locating of affected children, youth and NMDs. Identifying information for law enforcement shall only include a photograph of the child, youth and NMD, description of clothing when last seen, date of birth, last location of the child, youth and NMD, and any distinguishing marks or tattoos. CONTRACTOR shall inform law enforcement that photographs and other personal identifying information which includes the child, youth and NMD's social security number shall not be posted in any communities and document the discussion with law enforcement in the submitted SIR via I-Track.

10.5.1.1 CONTRACTOR must get a report number, the name of the person taking the report, follow up by getting a copy of the report, and document all efforts. All efforts to locate the child shall be documented and any documentation related to the missing child must be maintained in the child's records.

10.5.1.2 CONTRACTOR shall submit the Missing Person's Report and reporting number to the COUNTY Worker by the next day after the incident, or as soon as the report is made available by the law enforcement agency.

10.5.2 **Call the County**

CONTRACTOR shall call the COUNTY Worker and his/her supervisor upon discovery of a child running away. For Probation children, the CONTRACTOR shall call the PAS Absence Without Official Leave (AWOL) OD. For DCFS youth, if it is after hours or on the weekend, or if the COUNTY Worker or the supervisor are not reachable, the CONTRACTOR shall call the DCFS Child Protection Hotline at 1-800-540-4000. CONTRACTOR shall provide the COUNTY Worker with any information about run away child's neighbors, friends, school officials, and family members.

10.5.2.1 COUNTY staff will need detailed information, for instance: Who did the child leave the home with? Did someone pick up the child or did they leave on foot? Which direction did the child go? Was there a parent or relative involved? What was the child's state of mind – angry, depressed? What was the child wearing? For child(ren)/youth with a history of or at risk of Commercial Sexual Exploitation the CONTRACTOR shall document and report to the COUNTY Worker any of the following:

- Child/youth exhibits behaviors or otherwise indicates that she/he is being controlled or groomed by another person;
- Child/youth spends time with people known to be involved in commercial sex;
- Child/youth's use of internet, cell phone, or social media involves social or sexual behavior that is atypical of his/her age.

10.5.2.2 CONTRACTORS shall document and indicate if the child/youth fits any of the following descriptions:

- Child/youth has a history of running away, unstable housing, including multiple foster care placements, or periods of homelessness including couch surfing;
- Child/youth has had prior involvement with law enforcement or the juvenile justice system;
- Child/youth is frequently truant;
- Child/youth's relationships are concerning, placing him/her at risk or in danger of exploitation;
- Child/youth has a history of substance abuse, specifically narcotics, opiates, crack/cocaine, and amphetamines.

10.5.3 CONTRACTOR shall maintain important numbers to have on hand:

- COUNTY Worker
- COUNTY Worker's supervisor
- Child Protection Hotline: (800) 540-4000
- Runaway Outreach Unit: (213) 765-7310
- Probation PAS AWOL OD (323) 730-4466
- Probation Group Home Monitoring OD (323) 537-6297
- Closest law enforcement agency

10.5.4 I-Track Reporting

CONTRACTOR shall report a child abduction or runaway by completing an I-Track SIR. CONTRACTOR shall cross report to

CCLD, the DCFS OHCMD Quality Assurance Section, Runaway Outreach Unit, PAS AWOL OD, and to the COUNTY Worker. The report shall include the time and date of the abduction or the runaway child was last seen and any significant details leading to the incident.

10.5.5 Supplemental Information

CONTRACTOR shall be familiar with the CDSS' All County Information Notice (ACIN) I-13-17, "Promising Practices for Youth Who Are Missing or Run Away from Foster Care" (see Exhibit A-1, Reference Links). CONTRACTOR shall assist the COUNTY Worker in completing the following forms: Substitute Care Provider Incident Report, the SIR-Runaway Addendum, the Safety Support Plan, and Missing/Runaway Youth De-Briefing Form as instructed in the ACIN I-13-17.

10.5.5.1 CONTRACTOR shall keep all the copies of reports and documentation for at least six (6) months.

10.6 Foster Care Search System (FCSS)

CONTRACTOR shall notify COUNTY of any and all updates and/or changes to the agency, vacancy information, and facility changes (additional sites and relocations). CONTRACTOR shall report these updates/changes using the FCS. Instructional training videos on how to create an account and access the FCSS is available on the FCSS website (see Exhibit A-1, Reference Links).

10.6.1 CONTRACTOR shall designate staff to update FCSS regularly, at a minimum weekly, to ensure information pertaining to the agency, population served, and placement availability is current and accurate.

10.7 Utilization Report

CONTRACTOR shall report a monthly census indicating occupancy for the reporting month, which list all youth entering or continuing the program for that month and the number of program vacancies to OHCMD. CONTRACTOR shall submit the Utilization Report (Exhibit A-6) via email at DevO@dcfs.lacounty.gov, by the 10th of each month or next business day, if the 10th is a holiday or weekend. This section will no longer be applicable once the FCSS's automated reporting capability is fully operational. COUNTY will notify CONTRACTORS in writing when the Utilization Report is no longer required.

11.0 PROGRAM COMPLIANCE AND QUALITY ASSURANCE

CONTRACTOR shall develop and implement a continuous quality improvement plan in accordance with Title 22, Division 6, Chapter 7.5, Section 87081, which shall include internal controls and monitoring that comply with this Contract and the Office of Management and Budget (OMB) Super-Circular.

11.1 Throughout the term of this Contract, the COUNTY will monitor the CONTRACTOR's performance. Any failure by the CONTRACTOR to comply with the terms of this Contract, including any failure to meet the performance targets described on each Performance Outcome Summary which follows, may result in COUNTY's termination of the whole or any part of the Contract in accordance with Part II, Standard Terms and Conditions, Section 32.0, and/or placement of the CONTRACTOR on "Hold", "Do Not Refer", or "Do Not Use" Status or any other remedy specified in the Contract and as described in Exhibit N, STRTP Contract Investigation/Monitoring/Audit Remedies and Procedures.

11.2 Evidence-Based Practices

CONTRACTORS shall employ Trauma-Informed Evidence-Based Practices whenever possible, in accordance with Title 22, Division 6, Chapter 7.5, Section 87078.2, in an effort to increase achievement of the COUNTY's Performance Outcome Goals as described in Exhibits A-7, A-8 and A-9. For information on Evidence Based Practices CONTRACTOR may refer to the ACIN No. I-28-18 (see Exhibit A-1, Reference Links).

12.0 PLAN OF OPERATION AND PROGRAM STATEMENT CHANGES

Any changes/addendums CONTRACTOR makes to the Plan of Operation and Program Statement must be submitted to the COUNTY and CCLD for approval. Changes may not be implemented until written approval from COUNTY is received. CONTRACTOR shall allow for sixty (60) days for COUNTY approval.

12.1 COUNTY may request that CONTRACTOR make revisions to its Plan of Operation and Program Statement by notifying CONTRACTOR in writing, thirty (30) days in advance, of any proposed changes.

12.2 CONTRACTOR shall coordinate with OHCMD staff to submit any changes via electronic submission through the web based electronic Program Statement Submission System (ePSSS) (see Exhibit A-1, Reference Links).

13.0 BUILDINGS AND GROUNDS

CONTRACTOR shall maintain an environment, indoors and outdoors, that is clean and free from hazards in accordance to Title 22, Division 6, Chapter 1, Sections 80087 and 80088, and Chapter 7.5, Sections 87087, 87087.2, 87087.3, 87088, and 87088.3.

13.1 CONTRACTOR shall have safety equipment on hand in the pool area consisting of at least a donut ring with a rope and a pole with a hook.

13.2 For two-story residences, the CONTRACTOR shall have an exterior fire exit from the second story in addition to the inside exit. In some cases COUNTY can approve exit from a second-story window(s), if it is equipped with a properly located rollout ladder(s) stored in a locked cabinet with a breakout glass.

- 13.3 CONTRACTOR shall provide: 1) a home and yards that are safe, well-maintained, and appropriately furnished; 2) age appropriate environment; 3) a bedroom, or sufficient space in a shared bedroom, with a comfortable mattress in good condition and adequate space to store clothing and personal items; 4) an appropriate and well-lit space for studying; 5) acceptable housekeeping; and 6) safety gates and latches as applicable.
- 13.4 Disinfectants, cleaning solutions, poisons, firearms, and other items that could pose a danger, if readily available to children, shall be stored where inaccessible to children.
- 13.5 CONTRACTOR shall develop a Safety Plan and an Emergency Response Services plan for each facility; train all staff and children on policies and procedures, including an evacuation plan; and conduct routine drills.
- 13.6 Medicines shall be stored as specified in Section 80075(j) and (k) and separately from other items specified in Section 80087(g).

PART C – PROGRAM SERVICES

14.0 CHILD AND FAMILY TEAM (CFT)

CONTRACTOR shall develop and maintain a process to participate and collaborate with the CFT to decrease the length of time to achieve permanency through the strengthening of family engagement and cross-agency networks of services and supports in accordance with Title 22, Division 6, Chapter 7.5, Sections 87022.1(b)(8), (11) and (12), 87065.1, 87068.2, and 87068.3.

- 14.1 The CFT process shall be aligned with the values of the County of Los Angeles CPM (see Exhibit A-1, Reference Links).
 - 14.1.1 The CPM and the CFT process shall be family-centered to identify:
 - 1) the family's strengths and underlying needs; 2) collaborative case planning; 3) decision making; and 4) the consideration of the long-term success of the family.
 - 14.1.2 For further guidance when developing the CFT process, the CONTRACTOR shall refer to the COUNTY's policy on CFT (see Exhibit A-1, Reference Links).
- 14.2 CONTRACTOR shall follow the CFT guidelines as described in WIC Section 16501(a)(4) and as described in the CDSS All County Letter No. 16-84 (see Exhibit A-1, Reference Links).
- 14.3 The CFT process shall be a solution-focused approach meant to draw on the family's history of protection and ability to solve problems. The information assists families to develop their vision for their future and assists them in gathering a formal and informal support network that will be available to them after termination of formal services.

- 14.4 The CFT process shall continue the process of engagement with the family, child, and/or direct care staff, and provide a process for transparent communication to ensure that services are well coordinated in collaboration with service providers.
- 14.5 CONTRACTOR shall ensure participation in the CFT by any staff identified by the CONTRACTOR who has participated in the child's treatment plan, including individuals who participate in the child's education.

15.0 CORE SERVICES AND SUPPORTS

CONTRACTOR shall make Core Services and Supports available to children, youth and NMDs either directly or secured through formal agreements with other agencies, which are trauma-informed and culturally relevant in accordance with; Title 22, Division 6, Chapter 7.5, Sections 87078.1 and 87078.2; Core Services Matrix; and with the Program Statement (see Exhibit A-1, Reference Links).

All children, youth and NMDs have a right to fair and equal access to all available services, placement, care, treatment, and benefits.

15.1 Specialty Mental Health and Additional Treatment Services

CONTRACTOR shall provide specialty mental health and additional treatment services for children who meet medical necessity criteria for specialty mental health services under the Medi-Cal Early and Periodic Screening, Diagnosis, and Treatment program, as described in Title 9, Section 1830.210, and to the extent that funding and services are available and as identified in the Needs and Services Plan (NSP) in collaboration with the CFT and in accordance with Title 22, Division 6, Chapter 7.5, Section 87089.1.

15.1.1 Psychiatric Assessment and Psychotropic Medication

CONTRACTOR shall take all necessary steps to ensure that any child in its care with a known history of psychiatric problems (including hospitalizations) receives a psychiatric assessment within thirty (30) days of admission, conducted by a psychiatrist credentialed by the Department of Mental Health, and submit to the County Worker the written results of such tests and any other mental health treatment records when obtained by the CONTRACTOR.

15.1.1.1 Whenever psychotropic medication is prescribed as a result of the psychiatric evaluation, the CONTRACTOR shall monitor psychotropic medications in accordance with Title 22, Division 6, Chapter 7.5, Section 87075.

15.1.1.2 CONTRACTOR shall follow the psychotropic medication guidelines JV-217-INFO (see Exhibit A-1, Reference Links) and ensure that any prescribing physician, submitting an application for psychotropic medication authorization (JV-220A, JV-220B) for a foster child in

residential placement seeking an order pursuant to WIC 369.5, is credentialed by the DMH.

- 15.1.1.3 For each psychotropic medication prescribed to a child, the CONTRACTOR, in conjunction with the COUNTY Worker, shall ensure that: 1) the prescribing physician submits a request and obtains court authorization; and 2) these requests and orders are renewed every six (6) months (see Exhibit A-1, Reference Links for link to JV-220 forms) or as instructed by Juvenile Court in accordance to Title 22, Chapter 7.5, Section 87075(c). Upon receipt from the COUNTY Worker or physician, the CONTRACTOR shall maintain copies of the court authorizations in the child's case record.
- 15.1.1.4 CONTRACTOR shall incorporate into the treatment plan all psychotropic medication(s) the child receives per Foster Youth Rights and per Legal Rights of Teens in Out-of-Home Care (see Exhibit A-1, Reference Links).
- 15.1.1.5 Contractor shall follow COUNTY policy as prescribed in DCFS Policy 0600-514.10 (see Exhibit A-1, Reference Links) and Title 22, Chapter 7.5, Section 87070(b)(12) and 87068.1(c)(I)(E) regarding psychotropic medication: authorization, review, and monitoring for a DCFS supervised child.
- 15.1.1.6 CONTRACTOR shall educate and assist the children/youth regarding Psychotropic Medication use in accordance to DCFS Psychotropic Medication Policy No. 0600-514.10 (see Exhibit A-1, Reference Links), and document any pertinent observations of symptoms etc. for the completion and submission of court forms JV 218 and JV 219 (see Exhibit A-1, Reference Links). The CONTRACTOR shall provide the JV 218 form to the child. Although use of the forms is optional, the CONTRACTOR as part of educating the child, shall encourage completion of the form, which may be used to inform the court how the child feels about the use of psychotropic medication, effectiveness of the medicine, and any side effects of the medicine. If the child opts not to complete the JV-218 form, the child may send a letter to the Judge, confer with the judge at the hearing, or ask the COUNTY Worker or Court Appointed Special Advocate to tell the judge how they feel. Upon request from the COUNTY, the CONTRACTOR shall provide verbal responses to the questions in the JV-219 form.

15.1.1.7 At the time of a child's replacement, the CONTRACTOR shall follow the procedures for the transfer of psychotropic medication, as indicated in this SOW, Section 15.3.12.3.

15.1.1.8 CONTRACTOR shall ensure all documentation for the child's mental health, psychological and/or psychiatric evaluations, including hospitalizations shall be maintained in the child's file as described in Title 22, Division 6, Chapter 7.5, Sections 87070 and 87070.1.

15.1.2 **Additional Treatment Services**

CONTRACTOR shall assist in locating and referring children to School-Based Mental Health Services, Day Rehabilitation, Day Treatment Intensive, Crisis Stabilization, and Therapeutic Behavioral Services, in collaboration with the CFT and whenever identified in the NSP, to be included as part of the treatment plan, and in accordance with the Core Services Matrix (see Exhibit A-1, Reference Links).

15.2 **Transition Services**

CONTRACTOR shall provide transition support services for children and families upon initial entry and placement changes and for families who assume permanency through reunification, adoption, or guardianship and as identified in the NSP in collaboration with the CFT and in accordance with the Core Services Matrix (see Exhibit A-1, Reference Links) and Title 22, Division 6, Chapter 7.5, Section 87078.1(a)(2), 87068.2 (a) and (c), and 87068.22.

15.2.1 **Prior Authorization for Movement of Children**

If the CONTRACTOR should determine a child's needs cannot be met, the CONTRACTOR shall request a CFT meeting. CONTRACTOR may only move a child from one site to another within the CONTRACTOR's program or any other STRTP after receiving prior authorization from the CFT.

15.2.1.1 COUNTY shall not unreasonably withhold or delay the CFT meeting for the authorization to move a child from one site to another.

15.2.1.2 Placement change must not be made between the hours of 9:00 pm and 7:00 am, unless mutual agreement is reached at minimum by the CONTRACTOR, the child/youth's parents/legal guardian, the Child/Youth's attorney, and the child/youth (if 10 years or older) for the placement change to occur between the hours of 9:00 pm and 7:00 am. This requirement does not apply to NMDs or Emergency Replacement as indicated below in Section 15.2.2.

15.2.2 Procedure for Emergency Replacement

In the event of an emergency, the CONTRACTOR may move a child without prior authorization from the COUNTY Worker. CONTRACTOR shall make every effort to keep the child in the same school, if in the best interest of the child as determined by the child's education rights holder. For the purposes of this paragraph, an emergency is defined as any situation that threatens the health and safety of the child or others in the STRTP.

15.2.2.1 For DCFS, the CONTRACTOR shall notify either the COUNTY Worker (children's social worker), the COUNTY Worker's supervisor, the COUNTY Worker's administrator or, after working hours, the Child Protection Hotline (800-540-4000), of the emergency replacement. For Probation, in the event of an emergency, the CONTRACTOR shall contact the Deputy Probation Officer (DPO) of record during normal working hours, and PAS' OD. Notification shall be made as soon as possible but no later than 24 hours after the child is moved.

15.2.2.2 CONTRACTOR shall then discuss the situation with the COUNTY Worker or the COUNTY Worker's supervisor and document the conversation and decision in the child's record.

15.2.2.3 CONTRACTOR shall inform the CFT immediately or not later than 72 hours after emergency replacement.

15.3 Education, Physical, Behavioral, Extracurricular Supports

CONTRACTOR shall provide educational and physical, and behavioral supports, including extracurricular activities and social supports as identified in the NSP in collaboration with the CFT and in accordance with the Core Services Matrix (see Exhibit A-1, Reference Links) and Title 22, Division 6, Chapter 7.5, Sections 87067, 87068.2, 87072, 87078, 87078.1 and 87079.

15.3.1 Stable School Placements

CONTRACTOR shall collaborate with the COUNTY Worker to ensure stable school placements in accordance with WIC Section 16501.1(d)(1), (4), and (g)(8)(B) (see Exhibit A-1, Reference Links). CONTRACTOR shall also collaborate with the COUNTY Worker and the pertinent educational institution in accordance with EDC Section 48850(a) and (b) (see Exhibit A-1, Reference Links).

15.3.2 Right of Child to Remain in School of Origin

CONTRACTOR in collaboration with the CFT shall make every effort to maintain children in their school of origin, if in the best interest of the child as determined by the child's education rights holder in

accordance with EDC Sections 48853.5(e)(1)-(4), 48853.5(d)(1 and 2), and 48853.5(d)(4)(A) (see Exhibit A-1, Reference Links).

15.3.2.1 CONTRACTOR shall transport children to their school of origin or utilize alternate systems for transportation put in place by DCFS and/or school districts.

15.3.3 Immediate Enrollment of Children in School

If the educational rights holder has made a determination that it is in the best interest of the child to transfer from their school of origin, the CONTRACTOR shall immediately enroll the child in his/her local school in accordance with EDC, Section 48853.5(f)(8)(B) (see Exhibit A-1, Reference Links).

15.3.3.1 The CONTRACTOR shall actively begin the enrollment process of the child immediately, in order to engage the school for possible assistance with an acute issue and/or arrange for home-hospital instruction or homeschooling.

15.3.3.2 In the event immediate enrollment is not possible due to an acute issue with the child, the CONTRACTOR shall provide a written certification from a mental health or medical provider to the COUNTY Worker that there is an acute issue requiring a specific amount of time for resolution; or, the CONTRACTOR shall provide proof that the education rights holder agrees that the delay in school enrollment is in the child's best interest.

15.3.3.2.1 The acute issue experienced by the child causing the delay in school enrollment, shall be documented in a SIR and in the child's case file.

15.3.3.3 CONTRACTOR shall work in collaboration with the child's education rights holder, DCFS, and the school district to ensure that the child is enrolled in classes that are appropriate to the child's academic level, that will fulfill graduation requirements, and that are on a comprehensive campus unless there is a current expulsion order, an IEP that requires an alternative school setting, or the education rights holder consents to a different school setting. If the CONTRACTOR believes the child needs an initial or updated IEP, the CONTRACTOR shall work with the child's education rights holder and the school district to initiate the IEP process. CONTRACTOR shall document all educational barriers in the Education Section of the NSP, Exhibit A-11.

15.3.3.4 CONTRACTOR shall ensure children participate in educational enrichment activities while awaiting school enrollment.

15.3.4 CONTRACTOR's Participation in Child's School Program

CONTRACTOR shall work with the child's education rights holder and the school district in supporting the educational needs and rights of the child. All efforts must be documented and reported in the Education Section of the NSP, Exhibit A-11.

15.3.4.1 CONTRACTOR shall: 1) represent the child at parent meetings, open houses, etc.; 2) work with the child's teachers and academic counselor to monitor educational progress, attendance, development, educational level, behavior, assessment of strengths and weaknesses, and the overall academic achievement; 3) encourage and assist the child to participate in school activities; and 4) arrange appropriate transportation to and from school as per Title 22, Chapter 7.5, Section 87074(c)(2).

15.3.4.2 The child has the right to be enrolled in the least restrictive environment at school. The child's education rights holder, school district, DCFS, and the CONTRACTOR shall work together to ensure the child is enrolled in the appropriate academic level of classes to progress the child to a timely high school graduation.

15.3.4.3 CONTRACTOR shall assist youth ages 16 and older and NMDs in collaboration with the assigned COUNTY Worker in identifying the appropriate person to support the child, youth or NMD with college applications, including financial aid applications in accordance with ACL 18-104 Additional Case Plan Documentation for Postsecondary Education Support (see Exhibit A-1, Reference Links).

15.3.5 Daily Homework and Cognitive/Developmental Stimulation

CONTRACTOR shall provide daily homework assistance and make every attempt to engage the youth in completing homework and studies to ensure completion thereof. This assistance should include positive reward systems, access to each class' homework assignment from the school (teacher email and/or parent portal) and reviewing the child's work. CONTRACTOR shall designate a staff member to be in charge of communicating with the school to ensure homework completion and academic progress. In addition, CONTRACTOR shall arrange for a quiet working area with appropriate school supplies and computers.

- 15.3.5.1 CONTRACTOR shall provide sufficient computer access in terms of amount of time and number of computers that are updated and maintained with internet access with parental controls and current technology.
- 15.3.5.2 CONTRACTOR shall schedule at minimum one-hour per day during the summer break for children, youth and NMDs to work online with literacy and math program opportunities. CONTRACTOR shall ensure children, youth and NMDs explore all resources available in accordance to ACIN I-15-19 Available Education-Related Resources, including but not limited to the California Foster Youth Education Hub (see Exhibit A-1, Reference Links). CONTRACTOR shall document reasons for a child, youth or NMD not participating in the scheduled activities in the Education Section of the NSP, Exhibit A-11.
- 15.3.5.3 CONTRACTOR shall engage the child in age and developmentally appropriate activities. These may include computer access time, tutoring, homework assistance, visits to the library or museums, reading, arts, crafts, music, dramas, extracurricular activities and other educational enrichment. CONTRACTOR shall document reasons for a child not participating in developmental appropriate activities in the Education Section of the NSP, Exhibit A-11.

15.3.6 Tutoring

CONTRACTOR shall work with the school district in determining the need for tutoring and if any tutoring is available at the child's school.

- 15.3.6.1 CONTRACTOR shall make the tutoring arrangements and provide the necessary supports for participation before or after-school.
- 15.3.6.2 CONTRACTOR may consider Los Angeles County Office of Education (LACOE), Foster Youth Service Coordinating Program (FYSCP), Tutoring Program, and other community based tutoring resources (see Exhibit A-1, Reference Links).
- 15.3.6.3 CONTRACTOR shall provide tutoring when the youth is struggling in their class work and homework, receiving D's or F's, working below grade level in reading, writing, or math, if determined necessary by the CFT and/or the school's Student Study Team, to improve the child's basic reading, writing, and math skills.

15.3.6.4 CONTRACTOR is not obligated to pay for items covered by public funds.

15.3.7 Educational Information

CONTRACTOR shall document in the NSP and report to the COUNTY Worker and the educational rights holder the following information: 1) child, youth or NMD's attendance; 2) child, youth or NMD's academic and extra-curricular achievements; 3) issues of concern related to school matters; 4) child, youth or NMD's behavior; 5) school officials' concerns about the child, youth or NMD's health; 6) suspension or discipline of the child, youth or NMD; 7) academic credits; 8) child, youth or NMD's progress towards grade specific college planning milestones across 8th-12th grade; 9) strengths of the child, youth or NMD; and 10) if the child, youth or NMD is at risk of suspension or expulsion, or there is a concern related to the current or potential special education needs of the student, the CONTRACTOR shall additionally report them to the attorney for the child, youth or NMD.

15.3.8 College and Career Readiness

CONTRACTOR shall provide the youth and NMDs with existing information regarding available vocational, secondary and postsecondary educational options, including, but not limited to the following, which shall be documented in the youth and NMDs' NSP, in accordance with ACIN I-15-19 Available Education-Related Resources and ACL 18-104 Additional Case Plan Documentation for Postsecondary Education Support (see Exhibit A-1, Reference Links):

- Financial aid information, including information about federal, state and school-specific aid, grants and loans, as well as aid available specifically to current or former foster youth and NMDs, and contact information for the California Student Aid Commission.
- Postsecondary educational pathway information, including career and technical education
- Career exploration tools and opportunities, such as extracurricular activities that promote career exploration and career interest assessments
- Access to 100 hours of paid work experience before the age of 16; 300 hours before age 18.

15.3.8.1 CONTRACTOR shall provide the youth and NMDs with assistance with educational planning milestones, as indicated in the NSP, including, but not limited to, the following:

- Information about "A-G" courses in 8th grade

- Enrollment in “A-G” courses in 9-12th grade
- Completion of the PSAT in 10th grade
- Completion of the SAT or ACT in 11th and 12th grade

15.3.8.2 Upon request of the youth or NMD, CONTRACTOR in conjunction with COUNTY Worker shall assist the youth or NMD with the following steps to attending college:

- a. Application for admission;
- b. Financial Aid applications, such as the FAFSA, CA Dream Act Application, Chafee Grant application, WebGrants account and GPA verification form;
- c. Contact with Foster Youth Success Initiative (FYSI) Liaison, if attending a community college;
- d. Participation in Extended Opportunity Programs and Services (EOPS) or Extended Opportunity Program (EOP), if applicable;
- e. Participation in Disability Support Programs and Services (DSPS), if applicable;
- f. Assessment;
- g. College orientation and course planning;
- h. Enrollment and information on how to access priority registration at community colleges, CSU’s and UC’s;
- i. Payment of fees;
- j. Information about academic support, such as Next Up, Guardian or Renaissance Scholar programs available to foster youth and NMDs attending college;
- k. Priority housing for foster youth and NMD at CSU’s and UC’s; and
- l. Access to miscellaneous higher education resources.

Resources available to assist with educational planning:

- Free *Foster Educational Planning Guide* available in English and Spanish (see Exhibit A-1, Reference Links).
- Free *Financial Aid Guide for CA Foster Youth* (see Exhibit A-1, Reference Links).
- ILP Online, California College Pathways and California Career Zone (see Exhibit A-1, Reference Links)

Resources to assist with career planning:

- Web-Based Career Assessment Tools: O*Net Online, Study.com, California Community Colleges-My Path, My Next Move (see Exhibit A-1, Reference Links)
- Wage Reality Testing: Living Wage Calculator and Salary Surfer (see Exhibit A-1, Reference Links)

15.3.9 Immunizations and Routine Health Care

CONTRACTOR shall ensure the immunization and routine health care of children in accordance with the Child Health Disability Prevention (CHDP) Program (see Exhibit A-1, Reference Links).

15.3.9.1 CONTRACTOR shall, to the extent possible, utilize a Child Health Disability Prevention (CHDP) provider doctor/dentist, who does CHDP equivalent exams and performs the initial medical/dental assessment, care, and follow through, in accordance to CHDP Program Policy No. 0600-506.10 (see Exhibit A-1, Reference Links). CONTRACTOR shall follow Medical/Dental Exams Periodicity Schedule for children (see Exhibit A-1, Reference Links).

15.3.9.2 If the CONTRACTOR needs assistance in locating a CHDP provider doctor/dentist or one who does equivalent exam/services, the CONTRACTOR may: 1) log onto the web site of the Los Angeles County Department of Public Health (see Exhibit A-1, Reference Links), 2) contact the child's COUNTY Worker, or 3) contact a COUNTY Public Health Nurse at (213) 351-5614.

15.3.10 Medical, Dental, and Sexual and Reproductive Health Care Services

CONTRACTOR shall ensure that the necessary medical, dental, psychiatric and sexual and reproductive health needs of the child are met according to the Medi-Cal program; and Title 22, Division 6, Chapter 1, Section 80075.

15.3.10.1 CONTRACTOR shall ensure children receive medical, dental services and sexual and reproductive health care services from the provider of their choice, if payment is authorized under Medi-Cal.

15.3.10.2 CONTRACTOR shall ensure children receive emergency medical and dental treatment as needed, in accordance to the CONTRACTOR's Program Statement and Title 22, Division 6, Chapter 1, Section 80075.

15.3.10.3 CONTRACTOR shall ensure youth and NMDs have access and receive sexual and reproductive health services and age-appropriate, medically accurate information, as requested by the youth or NMD. CONTRACTOR shall also ensure the confidentiality rights of youth and NMDs pertaining to their sexual and reproductive health care and their related sexual and

reproductive health rights are respected and protected. The youth and NMD has the right to personally consent to such services, which shall be provided confidentially and maintained as confidential between the provider and youth or NMD to the extent required by the Health Insurance Portability and Accountability Act and the California Confidentiality of Medical Information Act (see Exhibit A-1, Reference Links), unless disclosed through written consent of the foster youth, NMD or through a court order. When a youth or NMD has the right to consent, there shall be privacy for examination or treatment by a medical provider, unless the youth or NMD specifically requests otherwise, in accordance to ACLs No. 16-82 and No. 16-88 (see Exhibit A-1, Reference Links). This includes the right to receive sexual and reproductive health services in a timely manner, and from the provider of their choice, if payment is authorized under Medi-Cal or otherwise available at no cost to the youth, NMD, CONTRACTOR or the COUNTY. For further guidance CONTRACTOR may refer to additional information found at CDSS website regarding resources for caregivers, mentors, social workers and probation officers (see Exhibit A-1, Reference Links).

15.3.11 Reimbursement for Medical and Dental Costs

CONTRACTOR shall utilize the Medi-Cal program for all eligible medical and dental care costs for children.

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

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

15.3.11.3 For any services not eligible for Medi-Cal reimbursement and not covered by private insurance, the CONTRACTOR shall, to the extent feasible, obtain medical or dental care services for the child through a COUNTY or COUNTY contracted facility (see Exhibit A-1, Reference Links).

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

15.3.12 Administration of Prescription and Non-Prescription Medications

CONTRACTOR shall administer all prescription and non-prescription medication in accordance with Title 22, Division 6, Chapter 1, Section 80075 and Title 22, Division 6, Chapter 7.5, Section 87075. CONTRACTOR shall record the type, date, and time of all prescription and non-prescription medication administered to the child.

15.3.12.1 CONTRACTOR shall provide all necessary instructions to the person responsible for the care of the child when the child is away from the STRTP for visits in order for the child to remain medication compliant as prescribed by a physician. CONTRACTOR shall encourage the person responsible for the care of the child to maintain a record of the date and time of all prescription and non-prescription medication administered to the child. CONTRACTOR shall maintain a record of the parties responsible for providing the child medication when the child is away from the STRTP during visits.

15.3.12.2 In accordance with Title 22, Chapter 1, Section 80087(h), medicine shall be stored as specified in Section 80075(k) and kept as separately from other items specified in Section 80087(g). The items specified in Section 80087(g) shall not be stored in food storage areas or in storage areas used by or for clients.

15.3.12.2.1 CONTRACTORS shall provide and respect private storage space and personal belongings of the youth and NMD as it relates to their sexual and reproductive health care, including storage of birth

control, in accordance with WIC 16001.9 (a)(18) and Title 22, Division 6, Chapter 1, Section 87075(1)(b).

15.3.12.3 At the time of a child's replacement, the CONTRACTOR shall give any medications and court authorizations, including psychotropic medications to the COUNTY Worker. If the medications and court authorizations are not available at the time of replacement (outside the current agency), CONTRACTOR shall arrange for the transfer of medication within 24 hours to the child's new placement. CONTRACTOR shall use Exhibit A-16 to record the type of medication being transferred, the amount of medication, and the receiving party and transferring party's information, which shall minimally include, name, title, address, telephone number, date and signatures.

15.3.12.4 CONTRACTOR shall ensure appropriate disposal of discontinued medication by following recommendations available at the Don't Rush to Flush Website (see Exhibit A-1, Reference Links).

15.3.12.5 CONTRACTOR shall ensure appropriate disposal of confiscated controlled substances by first contacting the local law enforcement agency; If the local law enforcement agency refuses to accept, then CONTRACTOR shall follow the recommendations available at the US Department of Justice, Drug Enforcement Administration, Diversion Control Division, Drug Disposal Information website (see Exhibit A-1, Reference Links).

15.3.13 Maintenance of the Education and Medical Portion of the Health and Education Passport (HEP) or the Equivalent

CONTRACTOR shall file and maintain copies of updated relevant records in the HEP when received from the COUNTY, in accordance to, WIC Section 16010 (see Exhibit A-1, Reference Links).

15.3.14 Extracurricular, Enrichment, Cultural, and Social Activities

CONTRACTOR shall provide opportunity for and encourage, as appropriate, activities in accordance with WIC 362.05 (see Exhibit A-1, Reference Links) and Title 22, Chapter 7.5, Sections 87065(e), 87065.5(c), and 87079, and document in the NSP : 1) group interaction activities, both at the STRTP site and in the community; 2) school based and physical activities such as games, sports, and exercise, both at the STRTP site and in the community;

3) educational activities such as assistance with homework, college tours, college planning activities, etc. 4) career exploration activities such as access to professionals (from in-demand employment sectors) presenting their roles to youth and NMDs, summer camps, opportunities for paid work experience or career shadowing; 5) for youth and NMDs, CONTRACTOR shall provide access to information regarding available vocational and postsecondary educational options; 6) individual and family-oriented leisure time activities; and 7) at least two (2) planned social and recreational activities per month for children, youth and NMDs such as going to a movie, eating out, skating, etc. (to be paid for by the CONTRACTOR). The child, youth or NMD shall not be required to perform activities that interfere with school, training, treatment programs or family visits.

15.3.14.1 CONTRACTOR shall apply the Reasonable and Prudent Parent Standard as described and defined in Title 22, Chapter 7.5, Section 87067, when making decisions about allowing children's participation in age and developmentally appropriate cultural, extracurricular, enrichment, and social activities.

15.3.14.2 For Probation children, the CONTRACTOR shall obtain approval from the PAS OD for any special outings and out of county activities, not including normal leisure activities (e.g., movies, shopping, sporting events, and parks) as defined in the CONTRACTOR's program statement.

15.3.14.3 Each child who is capable shall be given the opportunity to participate in the planning, preparation, conduct, cleanup, and critique of planned activities in accordance to Title 22, Chapter 7.5, Section 87079(c).

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

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

15.3.14.6 Pre-Approval for Child to Be Off Site

For DCFS, children may leave the facility unaccompanied for specific purposes, if determined appropriate by the CONTRACTOR based on the Reasonable and Prudent Parent Standard, or if it has been pre-approved by the COUNTY Worker, as described in the NSP/Quarterly Report template, and if the CONTRACTOR or the designee agrees. If determined necessary based on the Reasonable Prudent Parent Standard, the CONTRACTOR staff shall know the whereabouts of children, who are off grounds, and shall be able to identify who is responsible for supervision at all times.

15.3.14.6.1 For Probation, children shall be supervised at all times within the facility, as well as all times when outside the facility unless: 1) otherwise deemed appropriate by the CONTRACTOR based on the Reasonable and Prudent Parent Standard, consistent with all court orders; 2) specifically stated in the COUNTY approved NSP developed by the CONTRACTOR's Treatment Team; or 3) otherwise approved by the COUNTY. If a Probation child leaves a facility without authorization, the CONTRACTOR shall contact the Police Department and complete a police report. If the event occurs within normal working hours, the CONTRACTOR shall immediately notify PAS OD. If the event occurs after hours, the CONTRACTOR shall submit an I-Track report and notify the DPO of record the next business day.

15.3.14.7 Maintenance of a Sign-in/Sign-out Log

CONTRACTOR shall maintain a detailed sign-in/sign-out log for children 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, and the name and telephone number of the person who is responsible to supervise the child while he/she is away from the facility.

15.3.15 Balanced Diet, Snacks, Special Diets, and Physical Activity

CONTRACTOR shall provide a balanced diet in sufficient quantities as defined in Title 22, Division 6, Chapter 7.5, Section 87076. A variety of snacks shall be made reasonably available unless specified in the NSP.

15.3.15.1 CONTRACTOR shall provide for the special dietary needs of the child including, but not limited to, vegetarian diets, religious diets, or diets based on health needs as identified in the NSP. CONTRACTOR shall inform COUNTY Worker when special dietary needs arise due to medical problems/conditions.

15.3.15.2 CONTRACTOR shall use the most current age-appropriate nutritional and physical activity guidelines recommendation by the Centers for Disease Control and Prevention and the American Academy of Pediatrics (see Exhibit A-1, Reference Links).

15.3.16 Food Preparation and Storage

CONTRACTOR shall comply with Title 22, Division, 6, Chapter 1, Section 80076, for food storage, food preparation, and sanitation procedures to prevent transmission of infectious illnesses.

15.3.16.1 CONTRACTOR shall not serve frozen milk or powdered milk for drinking.

15.4 Transition to Adulthood Services

CONTRACTOR shall provide activities designed to support transition-age children in achieving a successful adulthood as identified in the NSP in collaboration with the CFT and in accordance with the Core Services Matrix (see Exhibit A-1, Reference Links) and Title 22, Division 6, Chapter 7.5, Sections 87022(c)(11), 87068.2, 87068.22(b) and (c), and 87078.1.

15.4.1 For a child 16 years of age or older, the CONTRACTOR shall initiate family finding and engagement practices upon placement to assist the child and the COUNTY Worker in identifying biological or non-related family members to support lifelong connections that will help the child prepare for transition from foster care to independent living in accordance with Title 22, Division 6, Chapter 7.5 Sections 87068.2(f) and 87078(e).

15.4.2 Transitional Independent Living Plan (TILP)

CONTRACTOR shall participate with the COUNTY Worker in the development of a TILP for each child 14 years or older and should receive an updated, signed TILP for any child every 6 months after the initial TILP is received. CONTRACTOR shall have a copy of the TILP from the COUNTY Worker on file. CONTRACTOR will collaborate with the COUNTY Worker to implement the child's TILP as appropriate.

15.4.3 COUNTY's Youth Development Services

The CONTRACTOR shall ensure participation by children ages 16 years and older in the COUNTY's Youth Development Services.

15.4.4 Independent Living Program

CONTRACTOR shall encourage and support participation by children ages 16 and older, in the COUNTY's Independent Living Program and Individualized Transitional Skills Program, including emancipating children, such as career/vocational training, work experience, and higher education opportunities.

15.4.5 Independent Living Skills

CONTRACTOR shall develop an individualized plan for each child to learn basic living skills within the context of the family home setting. Such skills may include, as age appropriate: 1) learning to plan, shop, and prepare balanced meals; 2) purchase and care of clothing; 3) basic housekeeping skills; 4) budgeting; 5) use of public transportation as appropriate; 6) personal safety; and 7) health care and personal hygiene.

15.4.6 CONTRACTOR shall facilitate participation in COUNTY approved Emancipation services and/or develop on-site Emancipation services equivalent to the COUNTY's Independent Living Program for children unable to participate in the COUNTY'S Independent Living Program or approved off-grounds Emancipation services.

15.4.7 CONTRACTOR shall teach the child how to set short-term and long-term goals and objectives appropriate to the developmental level of the child. CONTRACTOR shall discuss possible short-term and long-term goals and objectives with the child as they relate to his/her NSP, career plans, strengths and interests, and educational possibilities. These discussions of life goals are to help prepare the child for Emancipation and adulthood, and, where the permanency plan is for family reunification, return to his/her family.

15.4.8 CONTRACTOR shall not discipline a child, youth or NMD by preventing them from attending career and vocational training programs, working on the job, or college planning activities, such as taking the SAT and ACT or attending a college tour.

15.4.9 CONTRACTOR shall facilitate participation with the public workforce system, which includes the America's Jobs Centers of California (AJCC's) and the Youth Source Centers (YSC), whenever possible, to ensure youth ages 14 and older and NMDs have access and services to promote educational and career readiness skills (see Exhibit A-1, Reference Links).

15.5 Permanency Support Services

CONTRACTOR shall provide services to achieve permanency, including supporting efforts to reunify or achieve adoption or guardianship and efforts to maintain or establish relationships with parents, siblings, extended family members, tribes, or others important to the child as appropriate; and as identified in the NSP in collaboration with the CFT and in accordance with

the Core Services Matrix (see Exhibit A-1, Reference Links) and Title 22, Division 6, Chapter 7.5, Sections 87068.2, 87078, 87078.1 and 87079.

15.5.1 **Permanency Planning**

CONTRACTOR shall document all children's permanency plan on the CONTRACTOR's intake form, as provided by the COUNTY Worker. CONTRACTOR shall work with the COUNTY Worker and the CFT to ensure that a permanent plan of reunification, adoption, relative guardianship or other legal guardianship is documented in the NSP.

15.5.1.1 **Facilitating Legal Permanency Plans**

CONTRACTOR, in collaboration with the CFT and the COUNTY Worker, shall facilitate the implementation of any permanent placement, such as family reunification, adoption, or legal guardianship, as determined by the COUNTY in collaboration with the CFT for a child under the CONTRACTOR's care.

15.5.1.1.1 CONTRACTOR shall attend all CFT meetings to discuss permanency planning. The COUNTY Worker will provide as much advance notice of the meetings as possible.

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

15.5.1.3 **Family Finding, Identifying, Developing, and Maintaining Important Relationships**

CONTRACTOR shall initiate family finding and engagement practices upon placement to assist the child in identifying, developing and maintaining important relationships, provided that these relationships are in the child's best interests and are consistent with COUNTY Case Plan. CONTRACTOR shall assist the COUNTY Worker in identifying these individuals as potential permanency resources. 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, in accordance with the Core Services Matrix and WIC Section 16001.9(a)(15), (see Exhibit A-1, Reference Links).

15.5.1.3.1 For a youth 16 years of age or older, the CONTRACTOR shall assist the youth and the

COUNTY Worker in identifying a caring adult that will help the child prepare for transition to self-sufficiency.

15.5.2 Family Reunification

If the permanency plan is for family reunification, the CONTRACTOR shall assist the COUNTY in reunification efforts by: (1) placing a child at a STRTP site in his/her own neighborhood to the extent possible; (2) facilitating visits and arranging transportation for the child with the family consistent with the orders of the court and the NSP; (3) offering and/or supporting other reunification services such as family counseling; and (4) monitoring the visits with the family consistent with the CFT recommendations, the case plan, and court orders.

15.5.3 Legal Guardianship and Adoption

If the permanency plan is for legal guardianship or adoption, the CONTRACTOR shall participate with the CFT to assess both the strengths and special needs of a child, to assist in determining an appropriate match. CONTRACTOR shall facilitate the child's involvement in legal guardianship or adoption-related activities and visits with prospective families.

15.5.3.1 CONTRACTOR shall provide counseling, support, and education for a child in making decisions and transitions related to legal guardianship or adoption. 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.

15.5.3.2 If the permanency plan is for relative legal guardianship, other legal guardianship, or adoption, the CONTRACTOR shall assist the COUNTY by: 1) facilitating visits and arranging transportation of the child with the COUNTY identified proposed prospective family consistent with the NSP; 2) offering support services such as family counseling to the child and the COUNTY identified proposed prospective family; and 3) monitoring visits with the COUNTY identified proposed prospective family as needed.

15.5.4 Post-Permanency

CONTRACTOR shall provide post-permanency support services for children following reunification, guardianship, or adoption to sustain permanency for up to twelve (12) months in accordance with Title 22, Division 6, Chapter 7.5, Sections 87022.1(b)(10).

15.6 Indian Child Services

CONTRACTOR, whenever serving Indian children, as defined in subdivisions (a) and (b) of WIC Section 224.1, shall provide the core services as specified in the Core Services Matrix, Subparagraphs (A) to (E), inclusive, to eligible children consistent with active efforts pursuant to WIC Section 361.7 and in accordance to the Federal Indian Child Welfare Act (25 U.S.C. Sec. 1901 et seq.) (see Exhibit A-1, Reference Links), its historical significance, the rights of children covered by the act, and the best interests of Indian children as including culturally appropriate, child-centered practices that respect Native American history, culture, retention of tribal membership, and connection to the tribal community and traditions.

15.6.1 CONTRACTOR shall provide unique services to Indian children as identified in the NSP, in close collaboration with the CFT and the DCFS American Indian Unit in collaboration with COUNTY and in accordance with the federal Indian Child Welfare Act (ICWA) (see Exhibit A-1, Reference Links).

15.6.2 CONTRACTOR shall refer to the National Indian Child Welfare Association for further guidance at (see Exhibit A-1, Reference Links).

15.7 CONTRACTOR should engage and collaborate with community based organizations and local law enforcement agencies to improve outcomes through effective intervention strategies for high-risk youth and NMDs. CONTRACTOR shall ensure direct care staff receive annual training and develop intervention strategies to help reduce law enforcement involvement and prevent the youth and NMDs from entering the juvenile justice system. Law enforcement must not be contacted as a substitute for effective care and supervision or the facility's approved continuum of emergency interventions as indicated in Title 22, Division 6, Chapter 7.5, Section 87095.01(e).

16.0 PREGNANT AND PARENTING YOUTH AND NMDs

CONTRACTORS who choose to accept pregnant and parenting youth and NMDs must have a COUNTY and CCLD approved program providing services to the identified target population of youth and NMD parents and their children in accordance to Title 22, Division 6, Chapter 7.5, Subchapter 1.

17.0 ADDITIONAL SERVICES AND SUPPORTS**17.1 Emergency Intervention Plan**

CONTRACTOR shall have an emergency intervention plan approved by CCLD that incorporates all of the requirements of Title 22, Division 6, Chapter 7.5, Sections 87095 and 87095.22.

17.1.1 All direct care staff, supervision staff, administrators or designees, facility social workers and any other treatment staff shall be trained in the procedures to activate the emergency intervention plan. If,

after all relevant procedures of the emergency intervention plan have been exhausted, and the child needs an emergency psychiatric assessment for acute psychiatric hospitalization, the CONTRACTOR shall contact DMH Access at **1-800-854-7771** and the COUNTY Worker.

17.1.2 CONTRACTOR shall abide by the requirements of HSC 1180-1180.6 (see Exhibit A-1, Reference Links) and Title 22, Chapter 7.5, Sections 87061(j)(6) & (7)(F), 87068.1(d), 87095.00(c), 87095.01, 87095.22, 87095.61, 87095.65, 87095.66, and 87095.68 regarding the use of seclusion and behavioral restraints.

17.2 **Tobacco, Alcohol, Drugs, and Illegal Substances**

CONTRACTOR shall ensure: 1) children are not exposed to smoking, second-hand smoke, including vaping and marijuana; 2) children under twenty-one (21) years of age are not permitted to use any tobacco, vaping, or marijuana products under any circumstances; 3) children are not to drink any alcoholic beverages under any circumstances; and 4) children are not to use narcotics, drugs, or illegal substances.

17.2.1 CONTRACTOR shall ensure staff, volunteers, or subcontracted employees do not smoke tobacco products, marijuana, and/or vape in any room or enclosed space.

17.2.2 CONTRACTOR shall document compliance with this section and take necessary corrective action to ensure compliance. "Second-hand smoke" and "Smoking" shall apply as defined in the Business and Professions Code Sections 22950.5(c) and (d).

17.3 **Child's Allowance and Earnings**

CONTRACTOR shall abide by the requirements outlined in Title 22, Division 6, Chapter 7.5, Section 87077, and adhere to their own Plan of Operation and Program Statement.

17.3.1 **Personal Allowance**

CONTRACTOR shall provide each child a base allowance appropriate to age and reasonably commensurate with peer group standards. The base amount shall not be less than the following amounts: \$7.00 (5-7 years); \$10.00 (8-10 years); \$13.00 (11-13 years); \$15.00 (14-15 years); \$18.00 (16-17); and \$25.00 (18-20 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 as described in the CONTRACTOR's Plan of Operation and Program Statement.

17.3.1.1 CONTRACTOR shall increase personal allowances each and every time there is an Aid to Families with Dependent Children-Foster Care (AFDC-FC) rate and/or California

Necessities Index (CNI) increase. The AFDC-FC rate and/or CNI increase percentage must be equally applied to the personal allowance schedule. Personal allowances increases shall be applied and calculated based on any AFDC-FC and/or CNI increases.

- 17.3.1.2 CONTRACTOR shall maintain a log indicating the date, the amount of allowance a child receives, and the child's signature (when age appropriate) upon receipt of the allowance.
- 17.3.1.3 If a child is unable to handle money, the CONTRACTOR shall provide the child with assistance and instruction on how to handle money. Any unspent money must be deposited in the child's account or held in a secured place until the child is able to handle his/her money independently or shall accompany the child when the child's placement is terminated.
- 17.3.1.4 CONTRACTOR shall not substitute monetary allowances with non-monetary items such as clothing, food, and other items that the CONTRACTOR is required to provide.
- 17.3.1.5 CONTRACTOR shall not require a child to use his/her allowance or earnings to purchase items the CONTRACTOR is required to provide. These items include: 1) clothing; 2) personal care/hygiene items; 3) activities; 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.
- 17.3.1.6 The child's allowance, earnings, or other income may be applied toward 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 child to spend his/her allowance, earnings, and other income in accordance with the NSP and as the child desires.
- 17.3.1.7 The weekly monetary allowances shall not be withheld from the child by the CONTRACTOR.

17.3.2 **Child's Earnings**

CONTRACTOR and COUNTY Worker shall mutually agree on the method of securing a child's income and monitoring the child's use of funds, including the establishment of a bank account where

appropriate. CONTRACTOR shall encourage children age fourteen (14) and older to save their earnings for Emancipation.

17.3.2.1 CONTRACTOR may apply monetary consequences in accordance to Title 22, Division 6, Chapter 7.5, Section 87026 and the Foster Youth Bill of Rights (see Exhibit A-1, Reference Links). The COUNTY's Youth Development Services Program incentive money is considered "income" to the child and shall not be withheld from the child by the CONTRACTOR.

17.3.2.1.1 CONTRACTOR shall maintain an account of monetary fines collected.

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

17.4 **Clothing**

CONTRACTOR shall provide a regular monthly clothing allocation starting not more than thirty (30) days following the date of placement in the amount of at least \$70 to be spent on clothing. Donated clothing may supplement but not replace the \$70.

17.4.1 CONTRACTOR shall increase the clothing allowance each and every time there is an AFDC-FC rate and/or CNI increase. The AFDC-FC rate and/or CNI increase percentage must be equally applied to the clothing allowance. The clothing allowance increase shall be applied and calculated based on any AFDC-FC and/or CNI increases.

17.4.2 CONTRACTOR shall ensure that each child has the amount of clothing listed within the timeframes stated in the DCFS Clothing Standard (see DCFS Clothing Allowance Policy No. 0900-506.10 in Exhibit A-1, Reference Links).

17.4.3 After reaching the Clothing Standard, a child may decide to carry over any accrued amount of clothing allowance for use in the following months and can be spent on clothing, shoes, and accessories. If an expensive item(s) is desired that is not within the child's clothing allowance budget, the child may purchase the desired item(s) voluntarily using his/her own funds.

17.4.4 Any clothing allowance not spent must be deposited in the child's account and shall accompany the child when the child's placement is terminated.

17.4.5 Clothing shall fit according to industry size charts and shall never be too small or more than two sizes larger than actual measurements indicate. The clothing shall also be clean, in good condition, and appropriate for the intended use and season, including the school

dress code. CONTRACTOR shall not provide used/second hand underwear or shoes. CONTRACTOR may use donations of new clothing to meet the DCFS Clothing Standard (see DCFS Clothing Allowance Policy No. 0900-506.10 in Exhibit A-1, Reference Links). The child shall be involved in the selection of clothing based on the developmental level and gender expression of the child. The clothing is the property of the child and shall be retained by the child or his/her representative upon termination of placement. CONTRACTOR shall provide for laundry, dry cleaning, and mending of clothing in accordance with the Plan of Operation and Program Statement.

17.4.6 Special Clothing Needs

CONTRACTOR shall plan with a child and arrange for the purchase (as appropriate) of school uniforms, sports clothing, sports equipment, special occasion clothing, work uniforms, and other necessary items for dances, proms, employment interviews, and graduation.

17.4.7 Clothing Storage and Security

CONTRACTOR shall provide appropriate storage for the child's clothing. The COUNTY understands that clothing may disappear and that clothing security is not entirely within the CONTRACTOR's control. All losses shall be documented as part of the clothing inventory, including a brief description of the circumstances involved. CONTRACTOR shall report two or more instances of clothing loss in a six-month period to the COUNTY Worker.

17.4.8 Clothing Inventory

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

17.4.9 Monthly Clothing Allowance Logs

CONTRACTOR shall maintain logs which includes the date and amount of monthly clothing allowance the child receives. The log must also include the child's signature (when age appropriate), acknowledging receipt of the monthly clothing allowance.

17.5 Cell Phones and Other Electronic Devices

The CONTRACTOR must provide for safe storage of personal belongings, including cell phones and other electronic devices. The CONTRACTOR is not required to pay for the child's cell phone service, and may impose reasonable time limits and other rules for cell phone use. The CONTRACTOR may not, however, prohibit a child from possessing or using cell phones unless prohibited by the COUNTY Worker in collaboration with the CFT and as documented in the child's NSP. The CONTRACTOR shall

document in the NSP any restrictions that would create a serious risk of harm to the child and/or other persons. CONTRACTOR may and should apply the Prudent Parent standard to cell phone access and usage.

17.6 **Linens, Hygiene, and Personal Care Items**

17.6.1 **Linens**

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

17.6.2 **Hygiene and Personal Care Items**

CONTRACTOR shall: 1) supply each child, initially and replace as needed, with new personal hygiene and personal care items. These shall include the child's own toothbrush, toothpaste, comb and other hair-care items, shampoo, soap, deodorant, sanitary napkins, etc.; 2) offer each child choice among brands as long as the cost is reasonable; and 3) provide each child specific brands necessary for health reasons. CONTRACTOR shall monitor the use of all products in aerosol or glass containers.

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

17.6.3 **Life Book/Photo Album**

CONTRACTOR shall encourage and assist each child in creating and updating a life book/photo album (may be a digital album) of items that relate to childhood memories. If the child has not taken the life book with him/her, the CONTRACTOR shall provide the child's life book either to the COUNTY Worker at the time the child departs from the CONTRACTOR's care or, when the COUNTY Worker is not present, to COUNTY within three (3) business days of the time of the child's departure.

17.7 **Transportation Services**

No child, youth or NMD shall miss going to school, court, therapeutic, or medical appointments because the CONTRACTOR does not provide or arrange transportation.

CONTRACTOR shall provide or arrange transportation for children, youth and NMDs to participate in activities as agreed with the COUNTY in collaboration with the CFT and as identified in the NSP. These activities may include school, school-based sports, college tours, financial aid workshops, PSAT, SAT or ACT exams, band, performing arts, clubs, ILP activities, teen clubs, place of child, youth or NMD 's employment, adoption-

related events, visits with the family and relatives and prospective adoptive families, job training, cultural, extra-curricular and recreational activities, therapy, medical and dental appointments including sexual and reproductive health care and education, religious service of the child, youth or NMD's preference or family's preference, sibling visits, etc. This can include teaching the child, youth or NMD to take public transportation, and arranging transportation with other care providers or outreach advisors, ILP coordinators, COUNTY Workers, etc.

CONTRACTOR shall additionally provide transportation, to include transportation costs when applicable, as indicated in Exhibit B, CONTRACTOR's Plan of Operation and Program Statement and in accordance with Title 22, Division 6, Chapter 7.5, Section 87074.

17.7.1 For probation children, CONTRACTOR shall make the necessary arrangements for transporting children to and from court hearings.

17.7.2 When transporting youth and NMDs for sexual or reproductive health care and/or education in accordance to Section 15.3.10.2 of this SOW, CONTRACTOR shall respect the youth and NMD's right to not disclose specifics regarding the appointments and their right to receive sexual and reproductive health services in a timely manner, from the provider of their choice, if payment is authorized under Medi-Cal.

17.7.3 Requirements for Vehicles Used to Transport Children

CONTRACTOR shall: 1) provide safe, insured vehicle(s) in compliance with the STRTP Master Contract, Part I, Section 6.0 to provide adequate transportation for children; and 2) abide by all applicable Federal and State laws and regulations in transporting children.

CONTRACTOR shall maintain records to verify that staff who transport the children: 1) have and maintain a valid driver's license with the Department of Motor Vehicles; and 2) insure their vehicles, if used to transport the children, are in compliance with the insurance coverage requirements set forth in the STRTP Master Contract, Part I, Section 6.0.

18.0 PLACEMENT PROCESS (INTAKE AND DISCHARGE)

CONTRACTOR shall comply with the intake and discharge requirements of Title 22, Chapter 7.5, Section 87068.05, 87068.1, 87068.11, and 87068.4.

18.1 Whenever possible the CONTRACTOR shall participate in the CFT for the initial and any subsequent placement transition to help determine the most appropriate placement for the child or NMD.

- 18.2 CONTRACTOR shall ensure non-discrimination on the basis of actual or perceived race, ethnic group identification, ancestry, national origin, tribal affiliation, color, religion, sex, sexual orientation, gender identity, mental or physical disability, or HIV status.
- 18.3 **Child and Adolescent Needs and Strengths (CANS) Assessment**
The CONTRACTOR's Treatment Team shall participate in the completion of the initial CANS assessment and shall be responsible for completing the reassessment every six (6) months. The CANS provides a structured assessment relevant to service planning and decision-making for the individual child/family and for the system of care.
- 18.4 All placement decisions will be made through the Interagency Placement Committee (IPC) in collaboration with the CFT and in accordance with ACL 17-122 and DCFS Policy No. 0100-510.55 (see Exhibit A-1, Reference Links). Whenever possible the CONTRACTOR shall actively participate in the IPC process to ensure the child, youth or NMD is properly matched with the STRTP program.
- 18.4.1 CONTRACTOR shall have the capacity to function as the less restrictive placement option than inpatient hospitalization or a Community Treatment Facility. CONTRACTOR shall collaborate with the COUNTY to enhance placement capacity by being responsive, and accepting referred children for placement who meet the criteria of the CONTRACTOR's Program Statement. CONTRACTOR must consider all the information provided by the placing agency, the CFT and the IPC to determine if the STRTP can meet the referred child's needs. CONTRACTOR must additionally consider the compatibility of the needs of any other children already living in the STRTP to ensure there would be no threat to the health and safety of, or interfere with the effectiveness of the core services provided to, the referred child or the other children residing there. CONTRACTOR shall respond to all referrals within two (2) days. If a pre-placement interview is deemed necessary, it must be conducted within the two (2) business days of being notified of the referral by the COUNTY. The CONTRACTOR shall notify the COUNTY Worker, the assigned OHCMD Quality Assurance Section Monitor, and IPC via email within two (2) days of the child's acceptance.
- 18.4.2 If the CONTRACTOR determines that a referred child, youth or NMD does not meet their criteria, the STRTP is unable to meet the needs of the referred child, youth or NMD, the referred child, youth or NMD is not compatible with the current population, or if the CONTRACTOR determines the referred child, youth or NMD will pose a threat to the health or safety of, or interfere with the effectiveness of the core services provided to, that child, youth or NMD or the other children, youth or NMDs residing there, the

CONTRACTOR shall notify the COUNTY Worker, the assigned OHCMD Quality Assurance Section Monitor, the PAS Supervisor and IPC by completing the IPC Referral Acknowledgment Form, which shall include the reason(s) for the denial the appropriate justification(s), as indicated in Title 22, Division 6, Chapter 7.5, Section 87068.05, and send via email within two (2) days. The CONTRACTOR shall document their assessment and determination in their files.

18.4.3 If the CONTRACTOR is unable to meet the diverse needs of children requiring the STRTP level of care, despite active efforts of the CFT and an IPC to address barriers to placement, the CONTRACTOR may be engaged by the COUNTY to determine whether the CONTRACTOR has demonstrated sufficient responsiveness, capacity, and experience to satisfactorily meet the County's needs.

18.4.4 CONTRACTOR shall comply with all COUNTY IPC protocols. Failure to adhere to the IPC protocols may result in further action as described in Exhibit N, Investigation/Monitoring/Audit Remedies and Procedures.

18.5 CONTRACTOR may place DCFS, Probation, and dual jurisdiction children, youth and NMDs (WIC 300 and 601 or 602 status), in the same STRTP facility once the assigned COUNTY Worker(s) from both Departments, in collaboration with the CONTRACTOR, has determined the identified STRTP facility can meet the specific needs of the child, youth or NMD and there is a commonality of needs with the other placed children, youth and NMDs in accordance with WIC 16514(c) and CDSS ACIN No. I-75-16 (see Exhibit A-1, Reference Links).

18.5.1 CONTRACTOR must consider the safety and needs of children and public safety of the community.

18.6 24/7 Intake

CONTRACTOR shall provide intake services from 8 a.m. to 8 p.m. daily, including weekends.

18.6.1 CONTRACTOR shall provide dedicated phone number(s) with on-call staff available daily on holidays.

18.7 Emergency Placements

Emergency Placement services is an optional component of the STRTP. An Emergency Placement may occur when a child or non-minor dependent (NMD) is believed to meet STRTP criteria and requires placement within 48 hours prior to the determination by the IPC in accordance with WIC Section 11462.01(h); Title 22, Division 6, Chapter 7.5, Sections 87068.1(e); 87068.11(h); and DCFS Policy No. 0600-515.11 (see Exhibit A-1,

Reference Links). Once IPC authorization is received, the placement is no longer considered an Emergency Placement.

Emergency placements are not limited to thirty (30) days. In some instances, the IPC or STRTP may determine that continued placement in the STRTP is not appropriate. If this occurs, the child may remain in the placement for the amount of time necessary to identify and transition the child to an alternative, suitable placement.

If CONTRACTOR accepts emergency placements, CONTRACTOR shall comply with Title 22, Division 6, Chapter 7.5, Section 87068.1(e) and the following:

18.7.1 CONTRACTOR shall only accept emergency placement referrals from the Emergency Shelter Care (ESC) program staff.

18.7.2 CONTRACTOR shall report the available number of beds daily to the ESC Program Manager or ESC monitor via email.

18.7.3 CONTRACTOR's on-call staff shall be available after-hours to accept placements 7 days a week, 24 hrs. a day. Intake processing may occur during the provider's regular hours and must be completed within seven (7) calendar days.

18.7.3.1 CONTRACTOR shall not require a Pre-Placement Interview with the child or NMD for an emergency placement.

18.7.3.2 CONTRACTOR shall collaborate with the assigned ESC monitor for emergency placements between 8 am to 10 pm and with the Emergency Response Command Post (ERCP) from 10 pm to 8 am.

18.7.4 When CONTRACTOR accepts emergency placement of a child or NMD, a written determination from a licensed mental health professional must be made within 72 hours of placement indicating the child or NMD requires the STRTP level of services in order to meet the child's/NMD's behavioral or therapeutic needs.

18.7.4.1 CONTRACTOR shall ensure all applicable STRTP program services begin immediately upon placement.

18.7.4.2 CONTRACTOR shall ensure a CFT meeting, IPC, and NSP are completed within thirty (30) days of placement. The 30-day timeline is not reset or altered if there is a replacement from one STRTP to another.

18.8 Health and Education Passport (HEP) or Equivalent

If the CONTRACTOR does not receive the HEP within thirty (30) days of initial placement or within forty-eight (48) hours of a replacement, the CONTRACTOR shall initiate the HEP as described in WIC Sections 16010 (see Exhibit A-1, Reference Links) and immediately report lack of receipt of the HEP to the DCFS Regional Administrator via email. If the Probation HEP is not provided at the time of placement, the CONTRACTOR shall follow the same procedure as for DCFS, but the CONTRACTOR shall notify the PAS OD.

18.8.1 CONTRACTOR shall not be held responsible in an audit for failure to have documents that were in existence at the time of placement, but were not provided to the CONTRACTOR by the COUNTY.

18.8.2 CONTRACTOR shall provide the updated HEP to the COUNTY Worker at the time a child departs from the CONTRACTOR'S program. If the COUNTY Worker is not present at the time of child's departure, the CONTRACTOR shall provide the HEP within forty-eight (48) hours to: 1) the COUNTY Worker or the COUNTY Worker's office for DCFS; or 2) PAS OD for Probation. CONTRACTOR shall update and be responsible for the HEP information only during the course of the placement.

18.9 Initial Crisis Management Assessment

CONTRACTOR shall conduct an assessment on each child before or as soon as possible after placement in accordance with Title 22, Chapter 7.5, Section 87068.1(d), including: 1) a child's advance directive regarding de-escalation or the use of seclusion or behavioral restraints; 2) identification of early warning signs, triggers, and precipitants that cause the child to escalate or become aggressive; 3) identification of techniques, methods or tools that would help the child control his/her behavior; 4) identification of pre-existing medical conditions, physical disabilities, or limitations that would place the child at greater risk during a restraint or seclusion; and 5) identification of any trauma history, including any history of sexual or physical abuse that the child feels is relevant.

18.10 Declaration in Support of Access to Juvenile Records Form

CONTRACTOR shall complete and submit the LAJUV010, Declaration In Support of Access to Juvenile Records Form (see Release of Confidential DCFS Case Record Information Policy No. 0500-501.20 in Exhibit A-1, Reference Links), in order for the COUNTY Worker to release any juvenile records. CONTRACTOR will ensure that only persons permitted by law have access to records.

18.11 Orientation of New Children

Within one business day of intake, the CONTRACTOR shall provide to, and discuss with, each new child in an age-appropriate manner, a comprehensive overview of the CONTRACTOR's program and procedures, including the following:

- a) Personal rights information in the LIC 613 B, Personal Rights form, the Foster Youth Bill of Rights, and WIC Section 16001.9 (see Exhibit A-1, Reference Links).
- b) For children 16 years of age or older, provide access to existing information regarding the available educational options, including, but not limited to, the coursework necessary for vocational and postsecondary educational programs, and information regarding financial aid for postsecondary education.
- c) Overview of: 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 child's faith or the faith of his/her parents' choice; 7) identification of child's STRTP social worker; 8) child's clothing and weekly allowances; 9) program rules including disciplinary practices and grievance/complaint procedures; 10) school attendance requirements including school dress code and academic expectations; and 11) discharge procedures.

18.11.1 CONTRACTOR shall also provide to, and discuss with, each new child in an age-appropriate manner, the Foster Youth Bill of Rights again in six (6) months from placement and every six (6) months thereafter to ensure understanding. CONTRACTOR shall have the child or the child's authorized representative sign an acknowledgement after completion of each review. CONTRACTOR shall retain copies of the acknowledgement in the child's records file, which shall be made available to COUNTY upon request.

18.11.2 CONTRACTOR shall provide to, and discuss with each child and their authorized representative the runaway plan.

18.11.2.1 If, during the discussion, it is determined that the child has a history of running away from placement or is identified as a Commercial Sexual Exploitation, then the CONTRACTOR's social worker and the child's authorized representative must develop an individualized plan for that particular child, taking into consideration the recommendation from the CFT in accordance to Title 22, Chapter 7.5, Section 87095.24(e)(1).

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

18.12 Readmission of a Child after Discharge from a Medical or Psychiatric Hospitalization:

CONTRACTOR shall readmit any child after discharge from a medical or psychiatric hospitalization. Exceptions to this rule are if: 1) the CONTRACTOR in consultation with the CFT mutually agree that the child's readmission jeopardizes the health and safety of that child or others in the facility; or 2) a mutual treatment decision is reached with the CFT not to return the child to the facility. CONTRACTOR shall immediately notify the child's COUNTY Worker of the decision not to readmit.

18.12.1 CONTRACTOR shall participate in CFT meetings for children in a psychiatric hospital when requested by COUNTY.

18.12.2 CONTRACTOR shall collaborate with the COUNTY Worker to discuss if a bed hold is necessary to determine if the child should return to the facility. The bed hold shall not exceed seven (7) days.

18.13 Movement of Children, Youth and NMDs, Removal and Intent to Discharge Procedures and Notification Requirements

CONTRACTOR shall develop a placement preservation strategy in collaboration with the assigned COUNTY Worker and the CFT and document any interventions and remedies in accordance with Title 22, Division 6, Chapter 7.5, Section 87068.4, WIC 16010.7 and ACL 19-26 (see Exhibit A-1, Reference Links), including consideration of a move within the CONTRACTOR's placement facilities, if available, prior to making a placement change. If CONTRACTOR's reasonable efforts to stabilize the child, youth or NMD's placement are not effective, then the CONTRACTOR may proceed with providing notification to the child, youth or NMD (only if the child is 10 years or older) and the child's attorney (if the child is under age 10), the COUNTY Worker and CFT at least fourteen (14) calendar days prior to CONTRACTOR's intent to discharge unless it is agreed upon at the CFT meeting that less notice is necessary due to an immediate threat to the health and safety of the child, youth or NMD or others. This requirement does not apply to Emergency Replacements as indicated in Section 18.13.5 of this SOW, or for planned placement changes as informed by the child, youth or NMD's CFT and as described in the child, youth or NMD's NSP. This requirement may also be waived by unanimous agreement (full agreement by everyone involved) by the child, youth or NMD's CFT and the child, youth or NMD (if 10 years or older); or the child, youth or NMD's CFT and the child's attorney (if the child is under age 10).

18.13.1 The COUNTY and the CONTRACTOR mutually agree that the lack of stability in placement is harmful to children and that the goal of this section is to maximize communication to lead to increased stability for children. All reasonable efforts shall be made to stabilize a child's placement and to determine through the CFT

process whether any additional services may be provided to the child without resorting to replacement.

18.13.2 Prior to discharging a child, youth or NMD, CONTRACTOR must notify the COUNTY of issues potentially affecting the stability of a child, youth or NMD's continued placement in CONTRACTOR's Program, COUNTY and CONTRACTOR shall convene a CFT meeting to determine whether the child, youth or NMD's placement may be stabilized and additional services may be provided without removing the child, youth or NMD from the CONTRACTOR's Program. CONTRACTOR shall provide the DCFS Regional Administrator and PCW Director, the child, youth or NMD's COUNTY Worker, and the COUNTY Worker's Supervisor a Notice of Intent to Discharge, documenting efforts to stabilize the placement, including police calls and mental health services, in advance of any anticipated discharge. The Notice of Intent to Discharge may be provided by email.

18.13.3 Placement changes must not be made between the hours of 9:00 pm and 7:00 am, unless mutual agreement is reached at minimum by the CONTRACTOR, the child, youth or NMD's representative, the prospective caregiver, the child, youth or NMD's social worker, and the child, youth or NMD (only if the child, youth or NMD is 10 years or older) or the child's attorney (if the child is under age 10) in accordance with Title 22, Division 6, Chapter 7.5, Section 87068.4 and WIC 16010.7 (see Exhibit A-1, Reference Links). This requirement does not apply to Emergency Replacements as indicated below in Section 18.13.5 or for planned placement changes as informed by the child, youth or NMD's CFT and as described in the child, youth or NMD's NSP.

18.13.4 CONTRACTOR shall collaborate with the CFT to develop a transfer plan for the child, youth or NMD. CONTRACTOR shall not transfer a child, youth or NMD unless prior written approval of the transfer has been obtained from the CFT, in accordance with Title 22, Division 6, Chapter 7.5, Section 87068.4.

18.14 Collection and Storage of Personal Belongings at Termination of Placement

When a child is discharged, the CONTRACTOR shall ensure that the child's clothing and personal belongings accompany the child to the next placement. If the child runs away, the CONTRACTOR shall gather the child's belongings and notify the COUNTY Worker that the belongings are at the STRTP site. If the COUNTY Worker does not pick-up the belongings, the CONTRACTOR shall store them for up to ten (10) calendar days from the date of notification. After ten (10) days, the CONTRACTOR shall contact and inform the COUNTY Worker that the belongings will be mailed

to the COUNTY Worker or his/her supervisor at COUNTY's expense unless an alternate plan is agreed upon.

18.14.1 For the Probation child, CONTRACTOR shall hold clothing and personal belongings for up to thirty (30) days and make diligent efforts to contact parents or guardians to pick them up.

18.14.2 The child's personal belongings during transition, should under no condition be placed in anything less than a suitcase or duffel bag.

18.15 **Discharge Summary**

CONTRACTOR shall prepare and submit a Discharge Summary (Exhibit A-10) to the Child's COUNTY Worker within 30 Days from the date the child's placement was terminated. The Discharge Summary shall include, but not be limited to, a closing summary of CONTRACTOR's records relating to the Child, including the type of placement to which the child was discharged (such as reunification with parent(s), relative, adoptive home, legal guardianship, licensed foster home, FFA certified home, small family home, another Short-Term Residential Therapeutic Programs, specified or specialized placement or hospital). A copy of Exhibit A-10 shall be retained in the child's records file and made available to COUNTY upon request.

18.16 **Children's Crisis Residential Program**

The Children's Crisis Residential Program (CCRP) is an optional component of the STRTP who holds a Children's Crisis Residential Mental Health Program approval pursuant to WIC Section 11462.011 (see Exhibit A-1), to serve children, youth or NMDs experiencing mental health crises as an alternative to psychiatric hospitalization. The CCRP must operate in accordance with Division 6, Chapter 7.5, Subchapter 3 and as governed by the provisions in the Department of Health Care Services Children's Crisis Residential Mental Health Program Interim Regulations (see Exhibit A-1, Reference Links).

19.0 **NEEDS AND SERVICES PLAN (NSP)**

CONTRACTOR shall comply with Title 22, Division 6, Chapter 7.5, Sections 87061(j)(4), 87065.2(c), 87068.1(c)(2), 87068.2, 87068.22, and 87068.3 when developing the child's NSP.

19.1 The DCFS 709 form, Foster Child Needs and Case Plan Summary (see DCFS Placement Responsibilities Policy No. 0100-510.61, Exhibit A-1, Reference Links), is to be used in the development of the NSP, but it is not to serve as the plan itself. Probation uses the PROB 1385, Probation Foster Care Case Plan, for the development of the NSP.

19.1.1 CONTRACTOR shall use the Provider NSP template (Exhibit A-11), and in accordance with Title 22, Division 6, Chapter 7.5, Sections 87061(j)(4), 87065.2(c), 87068.1(c)(2), 87068.2, 87068.22, and 87068.3.

- 19.2 The CONTRACTOR's social worker shall develop a comprehensive, individualized NSP, based upon the information provided by the COUNTY Worker, CFT, and the CONTRACTOR's initial assessment, by the 30th day of placement.
- 19.3 All required signatures, which shall at minimum include, the CONTRACTOR's Mental Health Administrator, the child (when age and developmentally appropriate) or NMD, and the child or NMD's assigned County Worker shall be obtained for all initial NSPs. In the event the CONTRACTOR is unable to meet this requirement, the CONTRACTOR shall provide documentation of all efforts and reasons for their inability to meet this requirement and attach to the NSP and maintain in the child's case file. Efforts should include telephone calls and email correspondence and documentation should include date, time, and method of contact.
- 19.4 The completed initial NSP shall be submitted by the CONTRACTOR's staff to the placement worker by the 35th day from placement.
- 19.5 The NSP shall be updated/modified every thirty (30) days thereafter and within five (5) days submitted to the COUNTY Worker.
- 19.6 Updates/modifications to the NSP shall address: 1) the child's need for continuing services; 2) the need for (any) modification in services; and 3) the recommendation(s) of the CFT regarding the feasibility of the child's return to their home, placement in a resource family home, placement in another facility, or move to independent living.
- 19.7 All required signatures, which shall at minimum include, the CONTRACTOR's Mental Health Administrator, the child (when age and developmentally appropriate) or NMD and the child or NMD's assigned County Worker shall be obtained for all updated/modified NSPs. In the event the CONTRACTOR is unable to meet this requirement, the CONTRACTOR shall provide documentation of all efforts and reasons for their inability to meet this requirement and attach to the NSP and maintain in the child's case file. Efforts should include telephone calls and email correspondence and documentation should include date, time, and method of contact.
- 19.8 For Probation children, the NSP shall address the criminogenic needs as identified in the DPO's assessment, and outline specific goals that target the identified criminogenic needs. All goals must be measurable.
- 19.9 A child (if age appropriate) and the COUNTY Worker shall receive copies of the approved NSP and any modifications thereto.
- 19.10 **STRTP Treatment Team**
CONTRACTOR shall provide a professional on-site treatment team. The treatment team shall be led by the CONTRACTOR's social worker or mental

health professional in charge of developing NSPs. It shall also include the facility managers, and the childcare and supervision staff. In consultation with the CFT, the treatment team will define how every adult, in contact with a child, will intervene to help the child overcome the problems and achieve the goals specified in the NSP. The purpose of the treatment team is to coordinate this plan so that each adult, in contact with the child fully understands the plan, his/her part in it, and the nature of his/her intervention with the child.

20.0 VISITATION PLAN

CONTRACTOR shall collaborate with the COUNTY Worker and CFT to develop a comprehensive family visitation plan in accordance with:

- a) the DCFS Family Visitation Policy No. 0400-504.00 (see Exhibit A-1, Reference Links);
 - b) the Juvenile Court Visitation Committee's Family Visitation Guidelines (see Exhibit A-1, Reference Links); and
 - c) the Title 22, Division 6, Chapter 7.5, Sections 87022.1(b)(13)(C), 87068.2(b)(6), 87072(d)(5), and 87087.3(a)(1).
- 20.1 CONTRACTOR shall at minimum follow the visitation frequency described in the following chart pertaining to face-to-face visits unless the Court orders or CFT recommends otherwise:
- (a) For 0-6 months, families should visit at least three times a week for 30-60 minutes.
 - (b) For 6-12 months, families should visit at least three times a week for one hour.
 - (c) For 1-4 years, families should visit at least twice per week for 1 ½ hours.
 - (d) For 5-15 years, families should visit at least once per week for two or more hours.
 - (e) For 16-18 years, there is no recommendation except the child's desires should be strongly considered in creating a Family Visitation Plan.
- 20.2 CONTRACTOR shall maintain a daily log of all visitors that includes the following information: 1) the COUNTY Worker (except On-Site DPOs); 2) the person they are visiting; and 3) the arrival and departure times.

PART D: PERFORMANCE OUTCOME GOALS AND REQUIREMENTS SUMMARY
(Requires updates when information is available)

21.0 SAFETY

CONTRACTOR shall ensure a safe environment, which provides well-being and leads to permanency for each child. Specifically, the CONTRACTOR shall provide all services related to safety described in this Contract and SOW, including but not limited to Exhibit A-7, Safety Performance Outcome Summary. In addition, the CONTRACTOR shall meet or exceed the performance targets described in Exhibit A-7, Safety Performance Outcome Summary.

22.0 PERMANENCY

CONTRACTOR shall provide the necessary services to ensure permanency is achieved by facilitating safe and nurturing relationships, which will lead to reunification, adoption, or legal guardianship as described in this Contract and SOW, including but not limited to Exhibit A-8, Permanency Performance Outcome Summary. In addition, the CONTRACTOR shall meet or exceed the performance targets described in Exhibit A-8, Permanency Performance Outcomes Summary.

23.0 ACCESS TO EFFECTIVE AND CARING SERVICES FOR WELL-BEING

CONTRACTOR shall ensure children receive services as identified through the CFT in the spirit of the CPM to improve their level of functioning in the areas of education/career planning; transition and Emancipation preparation; physical, behavioral, social, and emotional well-being; and self-sufficiency as described in this Contract and SOW, including but not limited to Exhibit A-9, Access to Effective and Caring Services for Well-Being Performance Outcome Summary.

SHORT TERM RESIDENTIAL THERAPEUTIC PROGRAM (STRTP)	
SOW SECTION	REFERENCE LINKS
2.2 (a)	Title 22, Division 6, Chapter 1, Sections 80000-80095, <i>General Licensing Requirements</i> : http://www.cdss.ca.gov/inforesources/Letters-Regulations/Legislation-and-Regulations/Community-Care-Licensing-Regulations/Residential
2.2 (b-e)	Title 22, Division 6, Chapter 7.5, Sections 87000 through 87098.891, <i>Short Term Residential Therapeutic Program</i> (Including Subchapters 1, 2 & 3): http://www.cdss.ca.gov/inforesources/Continuum-of-Care-Reform/Short-Term-Residential-Therapeutic-Program
2.3	California Education Code (EDC), California Health and Safety Code (HSC), California Vehicle Code (VEH), Penal Code (PEN) and California Welfare and Institutions Code (WIC), are all available at: http://leginfo.legislature.ca.gov/faces/codes.xhtml
2.4.1	All County Letter (ACL) 19-27 Gender Affirming Care for Minor and Non-Minor Dependents in Foster Care: http://www.cdss.ca.gov/Portals/9/ACL/2019/19-27.pdf?ver=2019-05-09-101636-810
3.1 & 10.0	PEN, Section 11165.5, Child Abuse and Neglect: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=PEN&sectionNum=11165.5
5.1 & 18.7	WIC, Section 11462.01, STRTP Placement Criteria: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=11462.01.&lawCode=WIC
5.2	WIC, Section 17710(a), Children with Special Health Care Needs: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=17710.&lawCode=WIC
6.0	Pathways to Mental Health Service Core Practice Model Guide: http://www.childsworld.ca.gov/res/pdf/CorePracticeModelGuide.pdf
6.0 & 14.1	Los Angeles County Core Practice Model (CPM): www.gettothecore.org
7.3 & 8.2	Megan's Law Website at http://meganslaw.ca.gov
7.4.2, 15.5.1.3, & 15.3.12.2.1	WIC, Section 16001.9, Personal Rights: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=16001.9.&lawCode=WIC

SHORT TERM RESIDENTIAL THERAPEUTIC PROGRAM (STRTP)	
SOW SECTION	REFERENCE LINKS
7.4.2	HSC, 1512, General Provisions, Visiting Policy Notice: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=1512.&lawCode=HSC
7.4.2	PUB 490, Know Your Sexual and Reproductive Health Rights: http://www.cdss.ca.gov/Portals/9/FMUForms/M-P/PUB490.pdf?ver=2018-05-25-112132-840
7.4.2	PUB 488, Foster Youth Mental Health Bill of Rights: http://www.cdss.ca.gov/cdssweb/entres/forms/English/PUB488.pdf
7.4.2	PUB 379, Foster Care Ombudsman: http://www.cdss.ca.gov/cdssweb/entres/forms/English/pub379.pdf
7.4.2	LIC 610C, Emergency Disaster Plan For Children's Residential Facilities: http://www.cdss.ca.gov/cdssweb/entres/forms/English/LIC610C.PDF
8.1 & 8.3	HSC, Section 1522, Criminal Record Clearance: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=1522.&lawCode=HSC
9.3	Turning Dreams Into Degrees in LA County: A Training to Empower Los Angeles Caregivers to Support Foster Youth to Enroll & Succeed in College: https://www.jbaforyouth.org/la-caregiver-higher-ed-training/
10.0 & 10.3.1	PEN, Section 11165.7, Child Abuse and Neglect Reporting Act: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=PEN&sectionNum=11165.7
10.3 & 10.3.2	PEN, Section 11166, Reasonable Suspicion: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=11166.&lawCode=PEN
10.4	I-Track: https://itrack.dcfslacounty.gov
10.5.5	All County Information Notice (ACIN) I-13-17, "Promising Practices for Youth Who Are Missing or Run Away From Foster Care": http://www.cdss.ca.gov/Portals/9/ACIN/2017/I-13_17.pdf?ver=2017-05-01-151257-900

SHORT TERM RESIDENTIAL THERAPEUTIC PROGRAM (STRTP)	
SOW SECTION	REFERENCE LINKS
10.6	Foster Care Search System (FCSS): https://fcss.dcfslacounty.gov/Login.aspx
11.2	All County Information Notice (ACIN) No. I-28-18, "Requirements for Trauma-Informed Core Services and Training for Short-Term Residential Therapeutic Programs (STRTPs) and Foster Family Agencies (FFAs)": http://www.cdss.ca.gov/Portals/9/ACIN/2018/I-28_18.pdf?ver=2018-05-11-110112-093
12.2	Program Statement Submission System (ePSSS): https://myapps.dcfslacounty.gov/epsss.html
14.1.2	LA County DCFS Policy on the Child and Family Team Process: http://policy.dcfslacounty.gov/Default.htm#Child_and_Family_Teams.htm?Highlight=chi
14.2	WIC, Section 16501(a)(4), Child and Family Team: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=16501.&lawCode=WIC
14.2	California Department of Social Services (CDSS), All County Letter (ACL) No. 16-84, Requirements And Guidelines For Creating And Providing A Child And Family Team: http://www.cdss.ca.gov/lettersnotices/EntRes/getinfo/acl/2016/16-84.pdf
15.0	WIC 11462(b)(1), Trauma Informed and Culturally Relevant Services: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=11462.&lawCode=WIC
15.0-15.5	STRTP Core Services Matrix: http://www.cdss.ca.gov/inforesources/Continuum-of-Care-Reform/Short-Term-Residential-Therapeutic-Program
15.1.1.2 & 15.1.1.6	Psychotropic Medication Guidelines (JV-217-INFO): http://www.courts.ca.gov/formnumber.htm
15.1.1.2	WIC, Section 369.5, Psychotropic Medication Authorization: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=369.5.&lawCode=WIC
15.1.1.5, 15.1.1.6	Psychotropic Medication: Authorization, Review, and Monitoring for DCFS Supervised Children DCFS Policy No. 0600-514.10:

SHORT TERM RESIDENTIAL THERAPEUTIC PROGRAM (STRTP)	
SOW SECTION	REFERENCE LINKS
	http://policy.dcfslacounty.gov/Default.htm#Psychotropic_Meds.htm?Highlight=psychotropic
15.1.1.4 & 18.11	Personal Rights - Foster Youth Mental Health Bill of Rights, dated 2/2016: http://www.cdss.ca.gov/cdssweb/entres/forms/English/PUB488.pdf
15.3.1	WIC, Section 16501.1(d)(4), and (g)(8)(B), Stable School Placements: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=WIC&sectionNum=16501.1 .
15.3.1	EDC, Section 48850(a) and (b), Stable School Placements: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=48850.&lawCode=EDC
15.3.2 & 15.3.3	EDC, Section 48853.5, School Enrollment: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=48853.5.&lawCode=EDC
15.3.4.3 & 15.3.8	ACL 18-104 Additional Case Plan Documentation for Postsecondary Education Support: http://www.cdss.ca.gov/Portals/9/ACL/2018/18-104.pdf?ver=2018-09-14-125746-300
15.3.5.2	California Foster Youth Education Resource Hub: http://www.cdss.ca.gov/inforesources/California-Foster-Youth-Education-Resource-Hub
15.3.5.2 & 15.3.8	ACIN I-15-19 Available Education-Related Resources: http://www.cdss.ca.gov/Portals/9/ACIN/2019/I-15_19.pdf?ver=2019-05-06-072250-567
15.3.6.2	Los Angeles County Office of Education (LACOE), Foster Youth Service Coordinating Program (FYSCP) Tutoring Program and other community-based tutoring resources: https://www.lacoe.edu/Student-Services/Homeless-Children-Youth/Foster-Youth/Tutoring
15.3.8.2	Foster Educational Planning Guide: https://www.jbaforyouth.org/fy-ed-planning-guide/
15.3.8.2	Free Financial Aid Guide for CA Foster Youth: https://www.jbaforyouth.org/ca-fy-financial-aid-guide/
15.3.8.2	California College Pathways: www.cacollegepathways.org

SHORT TERM RESIDENTIAL THERAPEUTIC PROGRAM (STRTP)	
SOW SECTION	REFERENCE LINKS
15.3.8.2	Web-Based Career Assessment Tools O*Net Online: https://www.onetonline.org/
15.3.8.2	Study.com: https://study.com/directory/category/index.html
15.3.8.2	California Community Colleges-My Path: https://www.cccmypath.org/uPortal/f/u2711s1000/normal/render.uP
15.3.8.2	My Next Move: https://www.mynextmove.org/
15.3.8.2	Wage Reality Testing Living Wage Calculator: http://livingwage.mit.edu/
15.3.8.2	Salary Surfer: https://salarysurfer.cccco.edu/SalarySurfer.aspx
15.3.9	Child Health Disability Prevention (CHDP) Program: http://www.lapublichealth.org/cms/CHDP.htm
15.3.9.1	CHDP Program and DCFS Policy No. 0600-506.10: http://policy.dcfs.lacounty.gov/Default.htm#Child Health and Disabil.htm?Highlight=medical
15.3.9.1	Medical/Dental Exams Periodicity Schedule for Children: https://www.aap.org/en-us/Documents/periodicity_schedule.pdf
15.3.9.2	Los Angeles County Department of Public Health: http://publichealth.lacounty.gov/index.htm
15.3.10.3	Health Insurance Portability and Accountability Act: https://www.hhs.gov/hipaa/index.html
15.3.10.3	California Confidentiality of Medical Information Act: https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=56.10.&lawCode=CIV
15.3.10.3	CDSS, ACL No. 16-82, Reproductive and Sexual Health Care and Related Rights for Youth and Non-Minor Dependents (NMDs) in Foster Care: http://www.cdss.ca.gov/lettersnotices/EntRes/getinfo/acl/2016/16-82.pdf
15.3.10.3	CDSS, ACL No. 16-88, California's Plan for the Prevention of Unintended Pregnancy for Youth and Non-Minor Dependents (NMDs) in Foster Care:

SHORT TERM RESIDENTIAL THERAPEUTIC PROGRAM (STRTP)	
SOW SECTION	REFERENCE LINKS
	http://www.cdss.ca.gov/lettersnotices/EntRes/getinfo/acl/2016/16-88.pdf
15.3.10.3	CDSS Resources for Caregivers, Mentors, Social Workers, and Probation Officers: http://www.cdss.ca.gov/inforesources/Foster-Care/Healthy-Sexual-Development-Project/Resources-for-Caregivers-SW-PO
15.3.11.3	Los Angeles County Department of Health Services contracted providers: http://dhs.lacounty.gov/wps/portal/dhs/locations/
15.3.12.2.1, 17.3.2.1, & 18.11	Personal Rights - WIC, Section 16001.9(a), Rights, dated 1/2019: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=16001.9.&lawCode=WIC
15.3.12.2.1 & 18.11	Personal Rights - Know Your Sexual and Reproductive Health Rights, dated 4/2018: http://www.cdss.ca.gov/Portals/9/FMUForms/M-P/PUB490.pdf?ver=2018-05-25-112132-840
15.3.12.5	US Department of Justice, Drug Enforcement Administration, Diversion Control Division, Drug Disposal Information Website: https://apps.deadiversion.usdoj.gov/pubdispsearch/spring/main?execution=e1s1
15.3.13 & 18.8	WIC, Section 16010, Health and Education Records: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=16010.&lawCode=WIC
15.3.14	WIC, Section 362.05, Extracurricular, Enrichment, and Social Activities: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=362.05.&lawCode=WIC
15.3.15.2	Centers for Disease Control, Division of Nutrition, Physical Activity, Obesity: https://www.cdc.gov/nccdphp/dnpao/
15.3.15.2	American Academy of Pediatrics: https://www.healthychildren.org/English/Pages/default.aspx
15.4.9	America's Jobs Centers of California (AJCC's): https://workforce.lacounty.gov/youth-services-2/
15.4.9	Youth Source Centers (YSC): http://ewddlacity.com/index.php/employment-services/youth-age-16-24/youthsource-centers

SHORT TERM RESIDENTIAL THERAPEUTIC PROGRAM (STRTP)	
SOW SECTION	REFERENCE LINKS
15.4.11	Opportunity Youth Collaborative: http://www.laoyc.org/
15.4.11	Know Before You Go: http://knowb4ugo.org/
15.4.11	ILP Online: http://www.ilponline.org/
15.6	WIC, Section 224.1, General Provisions, ICWA: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=224.1.&lawCode=WIC
15.6	WIC, Section 361.7, Dependent Children-Judgments and Orders, ICWA: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=361.7.&lawCode=WIC
15.6 & 15.6.1	Federal Indian Child Welfare Act (ICWA): https://www.ecfr.gov/cgi-bin/text-idx?SID=5851874fabfe7843125fcdad04ef112d&mc=true&node=pt25.1.23&rgn=div5
15.6.2	National Indian Child Welfare Association for Further Guidance: https://www.nicwa.org/icwa/
17.1.2	HSC, Section 1180-1180.6, Seclusion and Behavioral Restraints: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=1180.&lawCode=HSC
17.3.1.8	DCFS Policy on Runaways and Returning Runaway Youth From Other Jurisdictions No. 0100-570.11: http://policy.dcfs.lacounty.gov/Default.htm#Runaways and Returning R.htm#YouthRunsAwayFromPlacement
18.4 & 18.7	Screening and Placement of Children, Youth, and Non-Minor Dependents (NMDs) in a Short-Term Residential Therapeutic Program (STRTP) DCFS Policy No. 0100-510.55: http://policy.dcfs.lacounty.gov/Default.htm#Screening and Placement in a STRTP.htm
18.4	CDSS, ACL No. 17-122, Short-Term Residential Therapeutic Programs (STRTPs) Placement Criteria, Interagency Placement Committees (IPCs), Second Level Review for Ongoing Placements into Group Homes

SHORT TERM RESIDENTIAL THERAPEUTIC PROGRAM (STRTP)	
SOW SECTION	REFERENCE LINKS
	and STRTPs: https://www.cdss.ca.gov/Portals/9/ACL/2017/17-122.pdf?ver=2018-01-10-151213-733
18.5	WIC, Section 300, Dependent Child of the Court: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=300.&lawCode=WIC
18.5	WIC, Section 601, Minor Ward of the Court: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=601.&lawCode=WIC
18.5	WIC, Section 16514(c), Placements of Dependents and Wards: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=16514.&lawCode=WIC
18.5	ACIN No. I-75-16, Placements of Dependents and Wards: http://www.cdss.ca.gov/lettersnotices/EntRes/getinfo/acin/2016/I-75_16.pdf
18.8	WIC, Section 16010, Health and Education Information or Records: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=16010.&lawCode=WIC
18.13 & 18.13.3	WIC, Section 16010.7, Placement Changes: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=16010.7.&lawCode=WIC
18.13	CDSS ACL No. 19-26 Placement Change Requirements: http://www.cdss.ca.gov/Portals/9/ACL/2019/19-26.pdf?ver=2019-05-13-154257-380
18.16	WIC, Section 11462.011, Children's Crisis Residential Program: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=11462.011.&lawCode=WIC
18.16	Children's Crisis Residential Mental Health Program Interim Standards: https://www.dhcs.ca.gov/services/MH/Documents/Information%20Notices/MHSUDS Information Notice 19-004 CCRP/CCRMHP Interim Standards.pdf

SHORT TERM RESIDENTIAL THERAPEUTIC PROGRAM (STRTP)	
SOW SECTION	REFERENCE LINKS
19.1	DCFS Placement Responsibilities Policy No. 0100-510.61 (DCFS 709): http://policy.dcf.lacounty.gov/Default.htm#Responsibilities For Pla.htm?Highlight=0100-510.61
20.0	DCFS Family Visitation Policy No. 0400-504.00: http://policy.dcf.lacounty.gov/Default.htm#Family Visitation .htm?Highlight=visitation
20.0	Juvenile Court Visitation Committee's Family Visitation Guidelines: http://www.courts.ca.gov/cms/rules/index.cfm?title=standards&linkid=standard5_20

**County of Los Angeles - Department of Children and Family Services (DCFS)
Out-of-Home Care Management Division (OHCMD)
Foster Family Agency (FFA) and
Short-Term Residential Therapeutic Programs (STRTP)
Quality Assurance Section**

**CRIMINAL RECORD EXEMPTION NOTIFICATION
INSTRUCTIONS**

The **Criminal Record Exemption Notification** form must be completed and e-mailed password protected with a unique password selected by the Contractor, as an attachment to the assigned OHCMD Quality Assurance (QA) Reviewer, within 2 business days of the FFA/STRTP **submitting** or **obtaining** a criminal record exemption. A subsequent e-mail should be sent to the OHCMD QA Reviewer with the password to open the document. Once the password has been emailed to OHCMD QA Reviewer, a subsequent email with the password will only be required when the Contractor changes the password. The OHCMD QA Monitor will notify the Contractor within 5 days of receiving the **Criminal Record Exemption Notification** form if a resource family home or a STRTP Facility, which has been granted a criminal record exemption, will or will not be utilized as a placement resource for DCFS children.

County of Los Angeles - Department of Children and Family Services (DCFS)
Out-of-Home Care Management Division (OHCMD)
FFA and STRTP Quality Assurance Section

CRIMINAL RECORD EXEMPTION NOTIFICATION

Contractor _____

Please complete the following areas if you have **requested** or **obtained** a criminal record exemption for a prospective/current resource parent, other household member, substitute caregiver/babysitter, or FFA/STRTP staff. Please submit this form password protected with a unique password selected by the Contractor within 2 business days of requesting or obtaining a criminal record exemption via e-mail to the assigned OHCMD Quality Assurance (QA) Reviewer.

1. Information Pertaining to Criminal Record Exemption Request:

Date of Exemption request: _____

Name of person requiring an Exemption:

Relationship: *(Select One)*

- Prospective Resource Parent Current Resource Parent
 Member of Household Substitute Caregiver/Babysitter Staff

2. Information Pertaining to Criminal Record Exemption Obtained:

Date Exemption was obtained: _____

Name of person granted an Exemption:

Relationship: *(Select One)*

- Prospective Resource Parent Current Resource Parent
 Member of Household Substitute Caregiver/Babysitter Staff

3. Criminal Record Exemption is No Longer Needed for this Individual

Date Exemption no longer needed: _____

FOR COUNTY USE ONLY

Exemption Notification received on _____ by QA Reviewer _____

Please Note: It is the responsibility of the FFA/STRTP to assess for appropriateness of placement of DCFS children.

County of Los Angeles - Department of Children and Family Services (DCFS)**Out-of-Home Care Management Division (OHCMD)****FFA and STRTP Quality Assurance Section****NOTIFICATION OF SUBSEQUENT ARREST, CONVICTION,
PROBATION OR PAROLE VIOLATION
INSTRUCTIONS**

When a subsequent arrest, conviction, probation or parole violation of a prospective/current certified foster parent, other household member, substitute caregiver/babysitter, or FFA/STRTP staff is made known to a Contractor, the information shall be submitted within 2 business days by the Contractor to OHCMD by utilizing the **Notification of Subsequent Arrest, Conviction, Probation or Parole Violation** form.

This form must be completed and e-mailed password protected with a unique password selected by the Contractor, as an attachment to the assigned OHCMD Quality Assurance (QA) Reviewer within 2 business days of the Contractor receiving notification of a subsequent arrest, conviction, probation or parole violation for any Staff, Certified Foster Parents, Substitute Caregivers, Babysitters or Household Members. A subsequent e-mail should be sent to the OHCMD QA Reviewer with the password to open the document. Once the password has been emailed to OHCMD QA Reviewer, a subsequent email with the password will only be required when the Contractor changes the password.

When County of Los Angeles supervised children are placed in a resource family home, the Contractor shall also be responsible for submitting this information to OHCMD and all other appropriate parties utilizing the I-Track system.

**County of Los Angeles - Department of Children and Family Services (DCFS)
Out-of-Home Care Management Division (OHCMD)
FFA and STRTP Quality Assurance Section**

**NOTIFICATION OF SUBSEQUENT ARREST, CONVICTION,
PROBATION OR PAROLE VIOLATION**

Contractor: _____

Person for Whom Notification is Necessary: _____

1. Relationship: (Select One)

- Prospective Certified Foster Parent Current Certified Foster Parent
 Member of Household Substitute Caregiver/Babysitter Staff

For Household Members and Substitute Caregivers/Babysitters, please indicate the Prospective or Resource Parent to whom the individual is associated:

Name of Resource Parent: _____

2. Please check to indicate the offense that occurred for the person listed above:

- Arrest Conviction Probation Violation Parole Violation

3. Date Offense Occurred: _____

NOTE: This form must be completed and e-mailed password protected with a unique password selected by the Contractor, as an attachment to the assigned OHCMD Quality Assurance (QA) Reviewer within 2 business days of the Contractor receiving notification of a subsequent arrest, conviction, probation or parole violation for any Staff, Resource Parent, Substitute Caregiver, Babysitter or Household Member.

When County of Los Angeles supervised children are placed in the home, all information must also be reported by the Contractor to OHCMD and all other appropriate parties using the I-Track system.

SPECIAL INCIDENT REPORTING (SIR) GUIDE FOR FOSTER CARE PLACEMENT SERVICES PROVIDERS

The County of Los Angeles Department of Children and Family Services (DCFS) and Probation Department (Probation) have developed this SIR guide. It does not supersede the requirements outlined in California Code of Regulations Title 22, Sections 80061, 84061, 84361, 87061, 87095.61, 88061, 88361, and 88487.6.

The Foster Care Placement Services provider shall maintain a copy of all reports as required in Sections 1 through 6 of this guide in the placed child's file. The provider shall also summarize the information in the child's quarterly reports to the Children's Social Worker (CSW)/Deputy Probation Officer (DPO). Children's files shall be retained at the facility for at least five years following the term of this Contract.

Many of these special incident reporting decisions require good judgment and sound discretion. If in doubt, whether to report or not, the Foster Family Agency (FFA)/ Short-Term Residential Therapeutic Program (STRTP) staff should call the appropriate agency for clarification. Whoever is reporting should be prepared for follow-up questions, have expertise in the reporting procedure, as well as be aware of the timeframes required for reporting. Some incidents may require immediate reporting via telephone to police and the CSW/DPO, as well as via iTrack.

The agency shall report special incidents to the DCFS Out-of-Home Care Management Division Quality Assurance Section (OHCMD QAS), CSW/DPO, Probation Child Welfare's (PCW) Placement Permanency & Quality Assurance (PPQA) Residential Program Monitor Officer of the Day (RPM OD), and Community Care Licensing Division (CCLD) via the **iTrack web-based system** at <https://itrack.dcfslacounty.gov> as specified in the tables below. **Note:** PCW's Placement Administrative Services (PAS) must only be notified via e-mail anytime youth leave the agency overnight such as runaway incidents, return runaways, hospital stays, death, etc.). The e-mail is PlacementExitNotification@probation.lacounty.gov

If the agency cannot obtain complete information regarding the incident within the required reporting timeframes, the agency shall submit an initial SIR that includes as much information as possible. If the agency determines that it is necessary to provide additional information about an incident for which an iTrack report has already been submitted, the agency may submit an addendum within seven (7) business days of becoming aware of the incident per the Title 22 requirements noted above. More than one addendum may be submitted for a SIR. If the iTrack web-based system is off-line, the FFA/STRTP staff shall email the report per the tables below. When iTrack is available, resubmit the report via iTrack noting the date of the previously emailed transmission.

TABLE OF CONTENTS

<u>TYPE OF INCIDENT</u>	<u>PAGE #</u>
1. BEHAVIORAL/MENTAL HEALTH INCIDENT.....	2
2. INJURY, ILLNESS OR ACCIDENT.....	3
3. DEATH	4
4. UNAUTHORIZED ABSENCE.....	4
5. ALLEGED CHILD ABUSE.....	5
6. SCHOOL RELATED.....	6
7. AGENCY EMERGENCY/DISASTER.....	5
8. SIGNIFICANT OPERATIONAL CHANGES.....	8

1. BEHAVIORAL/MENTAL HEALTH INCIDENT – Incident that adversely affects the physical health, mental health, emotional health, educational well-being, or safety of a child.

Incident **may include, but is not limited to**, the following examples:

- Assaultive Behavior (Caregiver)
- Assaultive Behavior (Peer)
- Assaultive Behavior (Other)
- Gang Related
- Hospitalization (Psychiatric)
- Inappropriate Sexual Behavior
- Medication Refusal
- Physical Restraint
- Police/Law Enforcement Involvement
- Property Damage
- Seclusion
- Staff Related
- Substance Abuse
- Suicidal Ideation
- Theft
- Youth Arrested

HOW	TO WHOM	WHEN
Telephone/e-mail	CSW and/or DPO	Within 24 hours
Telephone	PPQA RPM OD	Within 24 hours (if on weekends or holidays, call at 8 AM the next business day)
iTrack (email if iTrack is down and follow with iTrack submittal when the system is available)	CSW and/or DPO	Within 24 hours
	OHCMD QAS and/or PPQA RPM	Within 24 hours
	CCLD	Within 24 hours

The following incidents **must be reported as soon as possible, but no later than five hours of the incident** via telephone or e-mail to CSW/DPO and telephone to PPQA RPM OD; as well as, in writing via **iTrack** within 24 hours of incident:

- Self-Injurious Behavior
- Suicide Attempt

HOW	TO WHOM	WHEN
Telephone/e-mail	CSW and/or DPO	As soon as possible (within 5 hours)
Telephone	PPQA RPM OD	As soon as possible (within 5 hours; for self-injurious behavior and after hours, call at 8:00 AM the next business day; for suicide attempt and after hours, call PPQA and RBS Directors
iTrack (email if iTrack is down and follow with iTrack submittal when the system is available)	CSW and/or DPO	Within 24 hours
	OHCMD QAS and/or PPQA RPM	Within 24 hours
	CCLD	Within 24 hours

2. INJURY, ILLNESS OR ACCIDENT – Incident that results in medical treatment by a health care professional beyond routine medical care, with the exception of planned surgery. If in doubt, report or call the required agency for clarification.

Incident **may include, but is not limited to**, the following examples:

- Accident
- Emergency Room Visit
- Hospitalization (Medical)
- Injury
- Urgent Care Visit

Must be reported as soon as possible but no later than five hours of knowledge of the incident via telephone or e-mail to CSW/DPO and telephone to PPQA RPM OD, as well as, in writing via iTrack within 24 hours of incident.

HOW	TO WHOM	WHEN
Telephone/e-mail	CSW and/or DPO	As soon as possible (within 5 hours)
Telephone	PPQA RPM OD	(As soon as possible (within 5 hours; for self-injurious behavior and after hours, call at 8:00 AM the next business day
iTrack (e-mail only if iTrack is down)	CSW and/or DPO	Within 24 hours
	OHCMD QAS and/or PPQA RPM	Within 24 hours
	CCLD	Within 24 hours

3. **DEATH** – Death must be reported by telephone to police/law enforcement (when appropriate), CSW/DPO, Child Protection Hotline, and PPQA RPM OD **within one hour of incident**, as well as in writing via iTrack within 24 hours of incident.

HOW	TO WHOM	WHEN
Telephone	Police/Law Enforcement	Immediately (Within 1 hour)
	CSW and/or DPO (Agency to confirm that DCFS/Probation will contact parent/guardian)	Immediately (Within 1 hour)
	PPQA RPM OD	Immediately (Within 1 hour; if after hours, call PPQA and RBS Directors)
	Child Protection Hotline (CPHL) at (800) 540-4000	Immediately (Within 1 hour)
Email	PAS Exit Notification E-Mail	Immediately (Within 4 hours)
iTrack (e-mail only if iTrack is down)	CSW and/or DPO	Within 24 hours
	OHCMD QAS and/or PPQA RPM	Within 24 hours
	CCLD	Within 24 hours

4. **UNAUTHORIZED ABSENCE** – Absence of a child without the permission and supervision of the Resource Parent, STRTP or Group Home staff, which threatens the physical health, emotional health, or safety of the child.

Incident **may include, but is not limited to**, the following examples:

- Abduction
- Runaway

Abduction must be reported immediately within one hour of the caregiver’s suspicion or knowledge of the abduction to police/law enforcement, CSW/DPO, and PAS Exit Notification E-mail, as well as in writing via iTrack within 24 hours of abduction.

HOW	TO WHOM	WHEN
Telephone	1. Law Enforcement	Immediately (Within 1 hour)
Telephone/e-mail	2. CSW (If after hours, email CPHL at CPH@dcs.lacounty.gov or call CPHL if a critical missing situation)	Immediately (Within 1 hour)
Telephone/e-mail	3. DPO	Immediately (Within 1 hour)
Telephone	4. Parent/Guardian (if known)	Immediately (Within 1 hours)
E-mail	PAS Exit Notification E-Mail	Immediately (Within 2 hours; if after hours, call PPQA and RBS Directors)
iTrack (e-mail if iTrack is down and submit in iTrack when system is up)	CSW and/or DPO	Within 24 hours
	OHCMD QAS and/or PPQA RPM	Within 24 hours
	CCLD	Within 24 hours

Runaway incidents must be reported as soon as a child is absent without the permission and supervision of the caregiver, which threatens the physical health, emotional health, and/or safety of the child. A child’s unauthorized absence must be

reported as soon as possible but no later than three hours to police/law enforcement, CSW/DPO, and PAS Exit Notification E-mail based on the Reasonable Prudent Parent Standard and considering the child’s needs; as well as in writing via iTrack within 24 hours of runaway.

Note: Mass runaway incidents (3 or more youth) shall be reported via telephone to the designated Probation Directors immediately as defined below, including weekends and holidays.

HOW	TO WHOM	WHEN
Telephone	1. Law Enforcement	As soon as possible (Within 3 hours)
Telephone/e-mail	2. CSW (If after hours, email CPHL or call CPHL if a critical missing situation)	As soon as possible (Within 3 hours)
Telephone/e-mail	3. DPO	As soon as possible (Within 3 hours)
Telephone	4. Parent/Guardian (if known)	As soon as possible (Within 3 hours)
E-mail	PAS Exit Notification E-Mail	As soon as possible (Within 3 hours)
iTrack (e-mail if iTrack is down and submit in iTrack when system is up)	CSW and/or DPO	Within 24 hours
	OHCMD QAS and/or PPQA RPM	Within 24 hours
	CCLD	Within 24 hours

5. ALLEGED CHILD ABUSE – All personnel are required by law to report known, suspected, or alleged incidents of child abuse as defined in Penal Code Section 11165-11174.4.

Incident **may include, but is not limited to**, the following examples:

- Caretaker Absence/Incapacity
- Neglect (general and severe, including medical neglect)
- Physical – an injury purposefully inflicted upon a minor (including corporal punishment and willful cruelty or infliction of unjustifiable pain or punishment)
- Sexual (including sexual assault, sexual exploitation through pornography or prostitution, sexual activity between minors, and sexual activity between an adult and a minor)
- Verbal/Emotional

Must be reported by telephone to police/law enforcement (when appropriate), by telephone/e-mail to CSW/DPO, Child Protection Hotline, and by telephone to PPQA RPM OD **as soon as possible, but within two hours of knowledge of the incident;** as well as, in writing via iTrack within 24 hours of knowledge of the incident.

HOW	TO WHOM	WHEN
Telephone/e-mail	CSW and/or DPO	As soon as possible (Within 2 hours)
Telephone	PPQA RPM OD	As soon as possible (Within 2 hours; if after hours, call at 8 AM the next business day)
Telephone	CPHL for DCFS and Probation	As soon as possible (Within 2 hours)
Telephone	Law Enforcement	As soon as possible (Within 2 hours)
iTrack (Fax only if iTrack is down)	CSW and/or DPO	Within 24 hours
	OHCMD QAS and/or PPQA RPM	Within 24 hours
	CCLD	Within 24 hours

NOTE: Written submission of State Form SS8572, "Suspected Child Abuse Report," within 36 hours is mandatory. Please indicate in the SIR (iTrack) that the SS8572 is forwarded to required parties.

6. SCHOOL RELATED – Incident that involves school-related matters or that occur on school grounds

Incident **may include, but is not limited to**, the following examples:

- Assaultive Behavior (Student/School Staff)
- Expulsion
- Chronic Refusal to Attend School/Chronic Truancy
- Suspension

HOW	TO WHOM	WHEN
Telephone/e-mail	CSW and/or DPO	Within 24 hours of the agency being notified
Telephone	PPQA RPM OD	Within 24 hours of the agency being notified (if after hours, call at 8 AM the next business day)
iTrack (e-mail only if iTrack is down)	CSW and/or DPO	Within 24 hours of the agency being notified
	OHCMD QAS and/or PPQA RPM	Within 24 hours of the agency being notified
	CCLD	Within 24 hours of the agency being notified

7. AGENCY EMERGENCY/DISASTER – Incident that involves the community or physical plant and may have a serious impact on residents or create a potentially dangerous environment.

Incident **may include, but is not limited to**, the following examples:

- Earthquake Damage
- Epidemic
- Explosion
- Fire
- Flood
- Vehicle Accident/Damage Involving a Placed Child

Must be reported by telephone to Local Fire Authority for all fires and explosions and to Local Health Officer for all epidemic outbreaks **within one hour of incident.**

HOW	TO WHOM	WHEN
Telephone	Local Fire Authority for all fires and explosions (Section 80061(b)(1) of CCR)	Immediately (Within 1 hour)
	Local Health Officer for all epidemic outbreaks [California Code of Regulations § 80061(b)(1)]	Immediately (Within 1 hour)
	CSW and/or DPO	Within 24 hours
	OHCMD QAS and PPQA RPM OD	Within 24 hours (for PPQA RPM OD, if after hours, call PQA and RBS Directors)
	CCLD	Within 24 hours
iTrack (e-mail only if iTrack is down)	CSW and/or DPO	Within 24 hours
	OHCMD QAS and PPQA RPM	Within 24 hours
	CCLD	Within 24 hours

8. SIGNIFICANT OPERATIONAL CHANGES – Changes in an organization’s operations and operational structure that may affect the services to the placed children and youth. **NOTE: While agencies are not required to report significant changes via iTrack, these incidents must be reported to all above agencies per the requirements in the California Code of Regulations Title 22, Sections 80061 and 84061, 87061, 88361, and 88487.6.**

Incident **may include, but is not limited to**, the following examples:

- Administration (e.g., Chief Executive Officer, Program Administrator, Mental Health Service Head, Facility Manager)
- Mailing Address (For any facility or resource home)
- Plan of Operation/Program Statement
- Staffing disruption (e.g., strike, disaster evacuation or staff shortage)



**DEPARTMENT OF CHILDREN AND FAMILY SERVICES
SHORT TERM RESIDENTIAL THERAPEUTIC PROGRAMS (STRTP) MONTHLY UTILIZATION SELF-REPORT**

Month/Year _____

STRTP CORPORATION

Agency Name:													
Agency Address:													
Agency Contact:	Phone No.						Email:						
Intake Worker:	Phone No.						Email:						

STRTP SITES

	1	2	3	4	5	6	7	8	9	10	11	12	13
Site Address	Program (STRTP or CTF)	License #	Licensed Capacity	FCRB Capacity	Adjusted Capacity	DCFS Children	Probation Children	Dually Superv. Children	Non-L.A. County Children	DCFS Children in STRTP the last day of the month*	Vacancy	Age Range	Gender M / F

Explain any discrepancies:

- Column 1: Indicate the program type operating under the STRTP license.
- Column 2: Indicate the license number as it appears on the license.
- Column 3: Indicate the capacity approved as it appears on the license.
- Column 4: Indicate the Foster Care Rates Bureau (FCRB) approved capacity as it appears on the Rate Letter.
- Column 5: Indicate the number of actual active beds.
- Column 6, 7 & 8: Indicate the number of LA County children served throughout the month including AWOL/discharged children.
- Column 9: Indicate the number of non-LA County children.
- Column 10: Indicate the number of remaining DCFS children in the STRTP on the last day of the month. *Include dually supervised children in count.
- Column 11: Indicate the actual number of vacant beds.
- Column 12: Indicate the approved age range as it appears on the license.
- Column 13: Indicate the approved gender as it appears on the license.

SAFETY PERFORMANCE OUTCOME SUMMARY*		
PROGRAM: Short-Term Residential Therapeutic Programs (STRTP)		
PROGRAM TARGET GROUP: Children in STRTP		
PROGRAM GOAL AND OUTCOME: Children shall be free of abuse and neglect as specified in HSC, Section 1522(b).		
OUTCOME INDICATORS	PERFORMANCE TARGET	METHOD OF DATA COLLECTION
Abuse & neglect referrals and their disposition	99.68% of children are free from a report of substantiated maltreatment as specified in HSC, Section 1522(b)	CWS/CMS Referrals and I-Track Special Incident Reports
Child-to-child injuries resulting from lack of supervision that necessitate the submission of a SIR and require treatment by a health professional	98% of children are free from child-to-child injuries while under the supervision of STRTP staff	CCLD Citations and I-Track Special Incident Reports

*These outcome indicators and performance targets may change based on any subsequent requirements or guidance regarding performance expectations provided by CDSS or federal authorities. DCFS may also change the outcome indicators or adjust performance targets for future contract periods to maintain optimal levels of performance.

PERMANENCY PERFORMANCE OUTCOME SUMMARY*		
PROGRAM: Short-Term Residential Therapeutic Programs (STRTP)		
PROGRAM TARGET GROUP: Children in STRTP		
PROGRAM GOAL AND OUTCOME: Children shall achieve permanency through reunification, adoption, relative guardianship, or other guardianship as defined in the Case Plan		
OUTCOME INDICATORS	PERFORMANCE TARGETS	METHOD OF DATA COLLECTION
Discharge consistent with Needs and Services Plan (NSP) including permanency plan	At least 62% of the children successfully meet the NSP goals and are discharged in accordance with permanency plan	CWS/CMS Placement History, Court Report, Child's Case File, NSP, Discharge Summary, and I-Track Special Incident Reports
Discharge to less restrictive environment	At least 62% of the children discharged from the STRTP over a six (6) month period are discharged to a less restrictive setting than current placement	CWS/CMS Placement History, Court Report, Child's Case File, NSP, Discharge Summary, and I-Track Special Incident Reports
Placement stability	80% or more of the total children served per year are not replaced per the STRTP's request	Discharge Summary and I-Track Special Incident Reports
Stability of children in family, relative, or foster placement six (6) months after discharge, in accordance with the NSP	87% of children discharged in accordance with the Permanency Plan to reunification or relative placement have not reentered the DCFS system six (6) months after discharge	CWS/CMS Placement History, Court Report, Child's Case File, NSP, and Discharge Summary
	46% of placed children discharged in accordance with the permanency plan to a foster care placement have not changed foster families six (6) months after discharge from the STRTP	CWS/CMS Placement History, Court Report, Child's Case File, NSP, and Discharge Summary

*These outcome indicators and performance targets may change based on any subsequent requirements or guidance regarding performance expectations provided by CDSS or federal authorities. DCFS may also change the outcome indicators or adjust performance targets for future contract periods to maintain optimal levels of performance.

ACCESS TO EFFECTIVE AND CARING SERVICES FOR WELL-BEING PERFORMANCE OUTCOME SUMMARY*		
PROGRAM: Short-Term Residential Therapeutic Programs (STRTP)		
PROGRAM TARGET GROUP: Children in STRTP		
PROGRAM GOAL AND OUTCOME: Children shall receive services as identified through the Child and Family Team in the spirit of the Core Practice Model to improve their level of functioning in the areas of education/career planning; transition and emancipation preparation; physical, behavioral, social and emotional well-being; and self-sufficiency.		
OUTCOME INDICATORS	PERFORMANCE TARGETS	METHOD OF DATA COLLECTION
Completion of individualized Needs and Services Plan (NSP) within thirty (30) days of placement, and every thirty (30) days thereafter	100% of the individualized NSPs completed in thirty (30) days and every thirty (30) days thereafter.	Child's Case Records and NSP
Improved level of child's functioning	At least 62% of the children successfully meet the NSP goals prior to discharge	Child's Case Records and NSP
Children enrolled in school immediately, attending school regularly, achieving academic progress, and participating in supplemental education and extra-curricular activities	At least 83% of the children will have increased educational scores and/or attendance	School Attendance Logs and Report Cards
Children (ages 16 and older) shall receive Transition and Emancipation services and encouraged and supported to participate in the COUNTY's ILP	100% of these children will receive Transition and Emancipation services and encouraged and supported to participate in the COUNTY's ILP	Child Case Records, Discharge Summary and Transitional Living Plan (TILP)
Maintenance of current health and education binders	100% of the children have completed and current health/education binders	Child Case Records and Health and Education binder or equivalent

*These outcome indicators and performance targets may change based on any subsequent requirements or guidance regarding performance expectations provided by CDSS or federal authorities. DCFS may also change the outcome indicators or adjust performance targets for future contract periods to maintain optimal levels of performance.

**SHORT TERM RESIDENTIAL THERAPEUTIC PROGRAMS (STRTP)¹
DISCHARGE SUMMARY**

1. What was the reason for the child's exit from the STRTP?
2. Who determined the child was ready to leave the STRTP?
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) [] NREFM or Relative Home []
RFA Home [] SFH [] FFA RFA Home []
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 aftercare services for the child (individual/conjoint counseling, special education services, etc.)?

¹ For DCFS Placed Children, complete and send to DCFS Out-of-Home Care Management, Division Chief, 9320 Telstar Avenue, Suite 216, El Monte, CA 91731. For Probation youth, contact the Central Placement OHC Unit at (323) 226-8600.

Provider Needs and Service Plan

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TRANSFER OF MEDICATION FORM

CHILD'S INFORMATION

Name: _____ DOB: _____
Date of Termination/Placement Move: _____

ASSIGNED COUNTY WORKER

County Worker (Indicate DCFS/Probation): _____
Contact Phone Number: _____

PERSON TRANSFERRING MEDICATION*

Agency Representative/Title: _____
Name of Agency (Indicate FFA/STRTP): _____
Address: _____
Contact Phone Number: _____

PERSON RECEIVING MEDICATION

Name/Title: _____
Name of Agency, if applicable (Indicate FFA/STRTP/County): _____
Address: _____
Contact Phone Number: _____

MEDICATION INFORMATION

Medication Name: _____
Dosage (Quantity/Frequency): _____
Date Prescribed: _____ Prescribing Physician: _____
Date last seen by Psychiatrist: _____
How many days of medication left? _____ How many refills left? _____
Pharmacy/Address: _____
Most Recent Psychotropic Medication Authorization (PMA) Date (provide receiving party a copy of PMA, if available): _____
Please describe any significant side effects (Provide Receiving Party copies of the JV 218 form – Child's opinion about the medicine and the JV 219 form - Statement about medicine prescribed, if available): _____

Print Name of Person Transferring Medication Signature of Person Transferring Medication Date

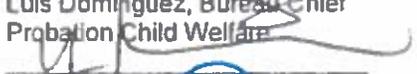
Print Name of Person Receiving Medication Signature of Person Receiving Medication Date

*The person responsible for transferring medication must provide a completed copy of this form to the case carrying County Worker

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Los Angeles County

**PLACEMENT
COORDINATING
MEMORANDUM**

No. 2017-02	Page 1 of 5
Original Date: November 9, 2017	
Reissue Date	
Approved:	
	
Luis Dominguez, Bureau Chief Probation, Child Welfare	
	
Kym Renner, Deputy Director Department of Children & Family Services	
	
Robert Byrd, District Chief Department of Mental Health	
	
Lenora Scott, Regional Manager Community Care Licensing	

**Transgender Children/Non-Minor Dependents (NMDs)
in Out-of-Home Care**

Overview

This memorandum provides clarification on the placement requirements for transgender children/NMDs placed in out-of-home care based on legislation, SB 731, passed in October 2015. This legislation requires that children/NMDs be given the option to be placed according to the gender identified by the youth. A child/NMD identifying as transgender is confidential information, including from parents/caregivers. Refer to your agency's existing policy on child/NMD confidentiality.

Placement Decisions

Placement decisions will be made based upon the Interagency Placing Committee (IPC) and the Child and Family Team (CFT) meetings. Self-identification is going to be a fluid process, which may occur before, during, or after being placed. Not all transgender children/NMDs will want to be placed based on their gender identity. However, some children/NMDs will be clear in their desire and must be placed accordingly. As per legislation, the intake process must include assessment of all the child's/NMD's placement needs, not solely based on the child's/NMD's gender identity.

With regards to room assignments, a child's/NMD's gender identity should not be the only deciding factor. Best practice is to ask the child/NMD whether they feel more comfortable sharing a room with male- or female-identified roommate(s). Roommate compatibility

assessments should be completed routinely. SB 731 policy shall be provided to children/NMDs and parents/caregivers at orientation.

A transgender child's/NMD's identity is confidential information. Staff may not divulge this information to anyone, including a transgender child's/NMD's roommate, without the transgender child's/NMD's express permission to do so. The placement agency can advocate for rooming assignments based on the needs of the child/NMD.

Training

All staff in any capacity must meet the Continuum of Care Reform (CCR) Interim Licensing Standards (ILS), which includes cultural competency, sensitivity and best practices for caring for children/NMDs identified as transgender. All program and clinical staff that engage with the child/NMD throughout the course of their therapeutic program must be trained on how to engage children/NMDs with cultural competency that is specifically considerate of transgender children/NMDs, as well as having an understanding of the process of gender identification and the various stages of gender transition (e.g. social, medical).

Case Planning and the Child and Family Team (CFT)

The CFT will drive the case planning process and ensure that significant connections are included in the plan for the child/NMD. The CFT will ensure that parents/caregivers have sufficient services, support and resources to meet the needs of the child/NMD in their care. The CFT will assist with accessing these supportive services and resources. In addition, it will provide and facilitate whatever additional expertise is necessary to form and/or maintain healthy relationships between parents/caregivers and transgender children/NMDs, including advocacy and education of outside parties (e.g. educational, legal, medical).

Acceptance from parents/caregivers of the child's/NMD's gender identity may vary and can be a fluid process. The CFT will work with the agency in protecting the transgender child/NMD from potential rejection experiences in out-of-home care. The goal of the case planning process is to be supportive of the child/NMD, their peers, and parents/caregivers wherever they may be in their own process.

Anytime there is a change in placement based on the transgender child's/NMD's housing need, the CFT will work closely in the transfer of the child/NMD. Personnel from both the current placement and the potential new placement will closely collaborate prior to and during the transfer to ensure continuity of care.

Gender-Affirming Medical Care

When possible and appropriate, parent(s)/legal guardian(s) should be involved in the child's/NMD's medical care. Children 12 years of age and older can receive hormone

therapy, including but not limited to: hormone blockers, and hormone replacement therapy; however, parental or court consent is required, with limited exceptions (Family Code 6922). Should the child request gender affirming care, the agency shall have the child/NMD assessed by a qualified licensed medical practitioner, as soon as possible, preferably one with competency in working with transgender children/NMDs. If any child/NMD placed is already in the process of transitioning through the use of hormones, the agency may need legal approval (parental or court) for continued treatment and must obtain medical advice, guidance, and clearance for formal prescriptions, all of which the agency must ensure is in compliance with the agency's medical protocols and the physician treatment plan. Surgical treatment under 18 years of age related to their gender identity will be assessed by a qualified licensed medical practitioner.

In the event that the medical professional recommends gender-affirming medical care, or the youth expresses the desire for gender-affirming medical care and the parent(s)/legal guardian(s) do not give consent, a court hearing date shall be immediately requested to approve the medical care.

Name Changes and Use of Pronouns

Transgender children/NMDs may choose a name and pronoun to be used at the facility that reflects their gender identity, even if their name has not been legally changed and/or legal documentation has not been updated. Agencies shall develop policy which requires staff and residents to address transgender children/NMDs using their chosen name and gender pronouns. A child/NMD's personal rights shall be respected; misgendering and use of derogatory terms must be addressed based on the agency's respective policies.

A transgender child's/NMD's chosen name and/or pronoun shall be included on all documents, unless the child/NMD requests otherwise. On all legal documents, the child/NMD will be referred to by their legal name, along with the child's/NMD's chosen name as an AKA, with the preferred name emphasized in order to minimize confusion as to which name to use. In limited circumstances, different arrangements may be made, if necessary, to ensure the safety and privacy of a transgender child/NMD. The CFT can be utilized to access resources regarding petitions to the court to legally change the child's/NMD's name and/or gender.

Bathroom/Shower Use

Transgender children/NMDs have the right to access bathrooms and showers that align with their gender identity, regardless of sex assigned at birth, and/or legal documentation. Safety planning and prudent parenting standards shall be utilized for transgender children/NMDs regarding the use of bathrooms and showers. Alternative arrangements should *only* be made at the request of the child/NMD; transgender children/NMDs shall not be compelled to use alternative bathrooms/showers. Prudent Parenting standards should apply when the child's/NMD's needs may put them in danger. Alternative arrangements may include, but are not limited to:

- a. Accessibility of single stall, gender neutral bathrooms, and/or private showers.
- b. Staff supervision during use of communal bathrooms/showers.
- c. Separate shower schedule for transgender children/NMDs.

Definitions

Gender Identity: Each person's internal understanding of their gender, or the perception of a person's gender identity, which may include male, female, a combination of male and female, neither male nor female, a gender different from the person's sex assigned at birth, or transgender.

Misgendering: Referring to a person by a name or pronoun with which they do not identify.

Transgender: A person whose gender identity does not correspond with his or her sex assigned at birth.

Governing Statutes

Health and Safety Code (HSC) Section 1502.8 - The department shall adopt regulations consistent with paragraph (24) of subdivision (a) of Section 16001.9 of the Welfare and Institutions Code.

HSC Section 1529.2 – States, in part, that:

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.

HSC Section 124260 – States, in part, that a minor who is 12 years of age or older may consent to mental health treatment or counseling services if, in the opinion of the attending professional person, the minor is mature enough to participate intelligently in the mental health treatment or counseling services.

Welfare and Institutions Code (WIC) Section 16001.9 – States, in part, that all minors and non-minors in foster care shall have the following rights:

(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) To be placed in out-of-home care according to their gender identity, regardless of the gender or sex listed in their court or child welfare records.

(25) To have caregivers and child welfare personnel who have received 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.

WIC Section 16006 – Children and Non-Minor Dependents in out-of-home care shall be placed according to their gender identity, regardless of the gender or sex listed in their court or child welfare records.

Interim Licensing Standards Short-Term Residential Treatment Program, Articles 1 Through 10, California Department of Social Services Version 2: 01/27/17 Effective 01/27/17 -

Article 7 Physical Environment

87087. Buildings and Grounds

(a) In addition to Section 80087, the following shall apply.

(b) Bedrooms shall meet, at a minimum, the following requirements:

(1) Not more than two children shall share a bedroom.

(2) Bedrooms shall be large enough to allow for easy passage and comfortable use of any required assistive devices, including but not limited to wheelchairs, between beds and other items of furniture.

(3) Children of different sexes shall not share a bedroom unless:

(A) A minor parent is sharing a bedroom with the minor parent's child of the opposite sex.

(B) Each child is under five years of age, or

(C) A licensee is permitting a child to share a bedroom consistent with their gender identity regardless of the gender or sex listed on the court or child welfare.

Title 22, Division 6, Chapter 5, Article 7, Section 84087 – Buildings and Grounds Requirements for Group Homes

Title 22, Section 84065.2 Personnel Duties – States, in part, that:

(c) Social work staff shall complete or assist in the completion of the following for each child:

(1) An intake study, as specified in Section 84068.1.

**Office of Management and Budget (OMB)
Title 2 Code of Federal Regulations (CFR)
Chapter I, Chapter II, Part 200 et. al
and 2 CFR 1.100, Title 2, Part 1**

These exhibits can be obtained via internet by accessing the US Government Printing Office's home page at:

https://www.ecfr.gov/cgi-bin/text-idx?SID=0b5dbf7c673a7f2cc48b1d49ecab500c&mc=true&tpl=/ecfrbrowse/Title02/2tab_02.tpl

and

<https://www.gpo.gov/fdsys/pkg/CFR-2017-title2-vol1/pdf/CFR-2017-title2-vol1.pdf>

**DEPARTMENT OF AUDITOR-CONTROLLER
CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK**

The purpose of the handbook is to establish accounting, internal control, financial reporting, and contract administration standards for organizations (contractors) that contract with the COUNTY.

Revision: March 2014

AUDITOR-CONTROLLER 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 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 system. The internal control standards described apply to organizations with adequate staffing. Organizations with insufficient staff to implement the internal controls as described herein must adopt alternative controls (e.g., use of appropriate alternative staff or Board Officers, etc.) to comply with the intent of the standards to ensure effective internal control systems are in place within the organization. The CONTRACTOR'S subcontractors must also follow these standards unless otherwise stated in the Agreement.

A. ACCOUNTING AND FINANCIAL REPORTING

1.0 Basis of Accounting

Unless otherwise specified by the funding source, CONTRACTORS may elect to use either the cash basis or accrual basis of accounting during the year for recording financial transactions. Monthly invoices must be prepared on the same basis that is used for recording financial transactions.

The COUNTY recommends the use of the accrual basis for recording financial transactions.

Accrual Basis

Under the accrual basis for recording financial transactions, 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:

- Recorded accruals must be reversed in the subsequent accounting period.

1.1 If a CONTRACTOR elects to use the cash basis for recording financial transactions during the year:

- Necessary adjustments must be made to record the accruals at the beginning and the end of each year of the contract and at the end of the contract.
- All computations, supporting records, and explanatory notes used in converting from the cash basis to the accrual basis must be retained.

1.2 Prepaid Expenses

Prepaid expenses (e.g., insurance, service agreements, lease agreements, etc.) should only be expensed during a given Agreement year to the extent goods and services are received, or are applicable to that Agreement year.

2.0 Accounting System

Each CONTRACTOR 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 requires that a Payroll Register (see Section 2.6) also be maintained. Postings to the General Ledger and Journals shall be made at least on a monthly basis. The CONTRACTOR shall maintain a separate Cost Center(s), which clearly identifies funds received and expended on services provided under the attached Agreement.

2.1 General Journal

A General Journal shall be maintained for recording adjusting entries, reversing entries, closing entries, and other financial transactions not normally recorded in the Cash Receipts Journal or Cash Disbursements Journal. Entries in the General Journal must be adequately documented, and entered in chronological order with sufficient explanatory notations.

Example:

	<u>Debit</u>	<u>Credit</u>
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 cost columns are required for salary expense and other recurring cost classifications for each program.

Note (2) Entries in the description column must specify the nature of the cost and the corresponding cost 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 cost classifications and description information required when a Cash Disbursements Journal is used.

Disbursements without supporting documentation will be disallowed upon audit. Cancelled checks and credit card statements (VISA, AMEX, department store, etc.) will not constitute acceptable support. See Sections A.3.2 and B.2.4 for additional guidance on expense documentation requirements.

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 the expenses and revenues of each of the CONTRACTOR'S programs (both COUNTY and non-COUNTY programs).

2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

- The COUNTY recommends that CONTRACTORS 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 (at a minimum last four digits of the SSN)
- 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 discussed above must be recorded in the cash disbursements journal.

CONTRACTOR will ensure compliance with all applicable federal and State requirements for withholding payroll taxes (e.g., FIT, FICA, FUTA, SIT, SIU, etc.), reporting, filing (e.g., 941, DE-7, W-2, W-4 and 1099s), and all applicable tax deposits.

CONTRACTOR will ensure compliance with Internal Revenue Service guidelines in properly classifying employees and independent contractors.

2.7 CONTRACTOR Invoices

Each CONTRACTOR shall present an invoice to the COUNTY each calendar month to report the program(s) financial activity of the month. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the contract period. An invoice/billing submission shall be provided to the COUNTY as required in the applicable COUNTY contract.

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. CONTRACTOR shall report, to the local law enforcement agency having jurisdiction, any act(s), which may reasonably be thought to constitute a crime, and/or which appear to have resulted in the destruction, damage or alteration of any record subject to the provisions of this Handbook. CONTRACTOR shall make their report to the local law enforcement agency not more than twenty-four hours after becoming aware of the acts which have resulted in the destruction, damage, or alteration of the record.

A copy of the resulting crime/incident report must be retained by the agency for a period of time under which the underlying records were

destroyed, or damaged were required to be retained plus an additional four years, and shall be retained for a longer period in the case of unresolved litigation, or audit.

To the extent automated accounting records contain confidential information including but not limited to the names and addresses of individuals, Social Security Numbers, etc. The computer files containing this information must be adequately encrypted using the most current encryption standards to prevent unauthorized access and use.

3.1 Retention

All accounting records (e.g., journals, ledgers, etc.), financial records and supporting documentation (e.g., invoices, receipts, checks, etc.) must be retained for a minimum of five years after the termination of the CONTRACTOR'S Agreement, unless a longer retention period is prescribed by the Agreement, or by applicable laws and regulations, in which case the CONTRACTOR shall comply with the longer retention period and all other retention requirements set forth in the Agreement or the applicable laws and regulations.

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, including electronic documentation clearly establishing the nature of the expenditure and its relevance to the COUNTY program being contracted for shall be required to support an outlay of funds. Unsupported disbursements will be disallowed upon audit. CONTRACTOR will be required to repay COUNTY for all dollar for dollar disallowed costs. ***Photocopies (including scanned images) of invoices or receipts, any internally generated documents (e.g., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases. To the extent the source for electronic documentation is an original hardcopy document (e.g., PDF scans of original vendor invoices) CONTRACTOR shall retain the original source document for inspection by COUNTY. County at its sole discretion may accept photocopies of supporting documentation in preference to the original documents.***

Supporting documentation is required for various types of expenditures. CONTRACTORS shall provide acceptable supporting documentation for all expenditures, and, with regard to the following categories of

expenditures, acceptable supporting documentation shall consist solely of the documentation listed for each expenditure type. Another form of documentation may be used, in lieu of the listed types of acceptable supporting documentation, provided the CONTRACTOR obtains the prior written approval of the COUNTY to use a specific type of alternative documentation.

Payroll – timecards 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. Personnel records shall also 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 proof that employees have the required licenses/certifications.

Consultant Services – contracts detailing the nature and scope of services to be provided, time and attendance records (where applicable, as determined by COUNTY), 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. CONTRACTOR shall also maintain copies of all completed federal form 1099s, establishing that all payments to all consultants were reported in a timely fashion to federal and State taxing agencies.

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. For travel related to conferences, CONTRACTOR shall at a minimum retain conference literature, including but not necessarily limited to agendas and handouts detailing the purpose of the conference, as part of the CONTRACTOR'S documentation of the propriety of the travel expenditure. 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. Maximum reimbursable lodging amount is the COUNTY'S maximum reimbursement rate for employees for a single occupancy hotel accommodation. Receipts shall also be required for airfare, car rentals, ground transportation and parking.

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 shall maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc. The contractor shall also maintain documentation acknowledging the receipt of the specific goods and services for the expenditure (e.g., stock received reports, packing slip signed by the receiving employee, etc.). For internal control purposes, the CONTRACTOR may also maintain vouchers, purchase orders, requisitions, etc.

Vehicle Expenses - A vehicle mileage log must be maintained which establishes the extent to which company owned vehicles are used for business, versus non-business purposes. For all business related trips, the log shall identify trip dates, the origin and destination of the trip along with beginning and ending odometer readings and the resulting mileage. For other vehicle expenses such as gasoline and maintenance, invoices/receipts must be maintained which reflect the vehicle license number, or vehicle identification number of the vehicle being serviced or fueled. The record maintenance requirements for company-owned vehicles, also applies to personal vehicles used for business purposes.

Outside Meals - receipts and/or invoices for all meals, a record of the nature and business purpose of each meal, and identification of the participants.

Loans from Employees/Related Parties – Loans to the CONTRACTOR by employees and/or related parties shall be supported by a written loan agreement and records documenting that the lent funds were deposited into a CONTRACTOR bank account. CONTRACTOR shall also maintain documentation showing that the loan proceeds were actually used for County programs. To the extent that the loan agreement provides for the payment of interest, the interest may not be an allowable expense under the Agreement. If the payment of interest is allowable, interest shall not be accrued at a rate which exceeds the most current available County Treasury Rate plus one percent.

3.3 Payments to Affiliated Organizations or Persons

Prior to making payments to affiliated organizations or persons (i.e., related party transactions), CONTRACTOR shall complete a disclosure statement identifying the nature of the affiliated, or related organization /persons.

CONTRACTOR shall not make payments to affiliated organizations or persons 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 a legal organization (corporation, partnership, association, etc.) will be considered affiliated for purposes of this Agreement. COUNTY shall be solely responsible for determining affiliation unless otherwise allowed and approved by the State or federal agencies.

Payments to affiliated organizations or persons will be disallowed upon audit to the extent the payments exceed the lower of actual costs or the reasonable costs (fair market value) 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 – Vendor 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. Similarly, income from investments (e.g., interest or dividends), where the source of the amount invested is COUNTY program funds, shall be deemed restricted revenue that must be utilized on allowable expenditures, or returned to the COUNTY as specified under the attached Agreement.

5.0 Audits

For routine audits and inspections, CONTRACTOR will make available to COUNTY representatives, upon request, during working hours, during the duration of the contract and for a period of five years thereafter (unless a longer period is specified under the Agreement, or by applicable laws and regulations), all of its books and records, including but not limited to those which relate to its operation 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.

In general, audits will normally be performed during normal business hours, Monday through Friday. However, COUNTY retains the right to inspect and conduct investigations of CONTRACTOR'S program/fiscal operations and contract compliance at any time, without prior notice to CONTRACTOR seven days a week, when the COUNTY has information which it, in its sole discretion, deems justifies such an unannounced visit, inspection, audit or investigations.

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 Circular.

A copy of any Single Audit report shall be filed with the COUNTY within the timeframes prescribed by the Circular 133, or under the attached Agreement.

7.0 Subcontracts

CONTRACTOR shall not 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. At the sole discretion of COUNTY, CONTRACTOR may submit an electronic copy of executed subcontracts in preference to a hardcopy.

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's use. 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

When collections are received by mail, two employees should be assigned to open the mail and list all collections received on a check remittance log.

All checks shall be restrictively endorsed upon receipt.

Cash received shall be recorded on pre-numbered receipts and the receipts/check remittance log shall be reconciled to the amount being deposited.

Voided receipts shall be retained and the sequence of receipts issued/voided shall be periodically accounted for.

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. If CONTRACTOR can establish that a larger limit is warranted, CONTRACTOR may request authorization from COUNTY to increase the limit to an amount greater than \$500.

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 best practice is 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 or check receipts in the CONTRACTOR'S accounting records.

1.4 Bank Reconciliations

Bank statements should be received and reconciled by someone with no cash handling, or check writing responsibilities.

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 (other than those made for petty cash purchases), shall be made using an Agency check, electronic funds transfer, or debit/credit card.

Blank check stock shall be secured and accounted for to preclude unauthorized use.

Checks shall not be payable to "cash" or signed in advance. Similarly, electronic debits to "cash" shall not be made. Checks written to employees

for reimbursement of out-of-pocket costs must be supported by receipts and invoices.

A second signature is recommended on all checks over \$500, unless otherwise specified in the contract. In instances where the payee is also a signor on the check, the disbursement shall be reviewed and approved by a higher level employee, or Board member who shall also sign the check.

If the bookkeeper signs checks, a second signature shall be required on the checks, regardless of limits specified in the 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 duplicate payments or reuse.

Disbursements without adequate supporting documentation will be disallowed upon audit.

2.2. Approvals and Separation of Duties

Employees responsible for approving cash disbursements and/or signing 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 original 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, fees, etc., then some written documentation shall be maintained and approved by a supervisory employee not associated with the transaction. **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 card used on behalf of the CONTRACTOR, should be limited to purchases where established purchasing and disbursement practices are not suitable.

Credit cards issued in the CONTRACTOR'S name must be adequately safeguarded 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, the employee making the purchase, and the justification for 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 upon 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. To the extent CONTRACTOR utilizes electronic timecards and time reports, CONTRACTOR must ensure that both the employee and supervisor certify time reported using electronic signatures. Where electronic timecards and time reports are used, CONTRACTOR'S reporting system must be able to electronically record the date/time the timecard was prepared/reviewed. CONTRACTOR'S electronic time reporting system

must also have sufficient controls to prevent unauthorized alteration/changes to electronic time records and reports.

3.2 Personnel and Payroll Records

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals. Any automated personnel and payroll records which contain confidential information such as employee addresses, medical condition information, etc. should be adequately encrypted to prevent unauthorized access and use using the latest encryption standards.

Personnel and payroll records shall include, but are not limited to, the following:

- Employee's authorized salary rate
- Employee information sheet (e.g., employee contact information, emergency contact information, etc.)
- Resume and/or application
- Proof of qualifications for the position, if required (e.g., notarized copy or original diploma, license(s), etc.)
- Performance evaluations
- Criminal record clearance (if required)
- Citizenship Status
- Benefit balances (e.g., sick time, vacation, etc.)
- Health Clearances (if required)

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.

3.3 Limitations on Positions and Salaries

The CONTRACTOR shall not pay any salaries higher than those authorized in the contract, or the attachments thereto.

If an employee serves in the same, or dual capacities under more than one agreement or program, time charged to the contracts or programs taken as a whole may not exceed 100% of the employee's actual time worked.

Salaried employees shall be paid a salary that corresponds with the employee's work schedule. For example, a ½-time salaried employee

performing the same or similar work should be paid proportionately less than a full-time salaried employee.

The salary expense of salaried employees working on more than one agreement or program shall be allocated to each program based on the ratio of the number of hours worked on each program during the pay period to the total number hours worked during the pay period.

The CONTRACTOR shall not make retroactive salary adjustments for any employee without written approval from the COUNTY.

Separation of Duties

- Payroll checks should be distributed by persons not involved in timekeeping, preparing of payroll transactions, or reconciling bank accounts.
- All employee hires and terminations, or pay rate changes, shall be approved in writing by authorized persons independent of payroll responsibilities.

4.0 Capital Assets

Capital assets are tangible assets of significant value having a useful life that extends beyond the current year and are broadly classified as land, buildings and improvements, and equipment.

Land cannot be depreciated. All other capital assets with an acquisition cost of \$5,000 or more shall be capitalized.

Acquisition cost means the net invoice unit price of an item, including shipping costs and sales taxes, the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it was acquired.

Capital asset purchases shall be approved by the CONTRACTOR'S Board of Directors or their authorized representative.

Capital assets shall not be ordered, or purchased during the last three months of the term of the CONTRACTOR'S Agreement with the COUNTY, unless the acquisition is pre-approved by the COUNTY.

4.1 Acquisition

As specified in the contract, CONTRACTOR shall submit a purchase versus lease analysis to COUNTY and obtain written authorization before

making any capital asset purchase where the acquisition cost is \$25,000 or more, and all, or a portion of the cost of the capital asset will be charged to the COUNTY's contract.

Non-Capital Asset Equipment

Non-capital asset equipment is defined as equipment with a unit cost less than \$5,000, a useful life over one year, and can generally be easily carried or moved; especially by hand (e.g., personal computers, related peripherals, typewriters, fax machines and other portable assets).

4.2 Asset Identification and Inventory

All fixed assets including capital and non-capital asset equipment, 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 source(s) 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 Depreciation and Use Allowance

Unless otherwise approved by the COUNTY, compensation for the use of buildings and other capital improvements may be made through depreciation, or a use allowance:

- The computation of depreciation/use allowance is based on the acquisition cost of the asset(s).
- The computation should exclude the cost of land, buildings, and equipment donated by federal, State or COUNTY governments and the cost of buildings and land contributed by the CONTRACTOR to satisfy funding matching requirements.
- For depreciation, an appropriate useful life must be established for the asset(s) which considers factors such as the nature of the asset used, susceptibility to technological obsolescence, etc.
- Appendix B to IRS Publication 946, "How to Depreciate Property", contains guidelines for establishing an asset's useful life.

- A use allowance is computed as an annual rate that may not exceed an annual rate of two-percent of the acquisition cost if the asset is a building or improvement. A use allowance in excess of the ceiling percentage must be justified by the CONTRACTOR.

4.4 Rental Costs of Buildings and Equipment

- Allowable to the extent that the rates are reasonable considering rental costs of comparable property, market conditions in the area, condition of the property being leased, etc.
- Under a “sale and leaseback” arrangement, rental costs would be allowable up to the amount that would be allowed if the CONTRACTOR had continued to own the property.
- Under a “less than arms length” lease, costs are only allowable up to the amount that would be allowable had title to the property vested in the CONTRACTOR.

4.5 Security

Physical security should be adequately maintained over fixed assets to prevent misuse or theft of COUNTY property.

4.6 Property Management

The CONTRACTOR shall assume responsibility and accountability for the maintenance of all fixed assets 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. In cases where the loss resulted from suspected criminal activity (e.g., theft, vandalism, arson, etc.) the incident must be reported to the local law enforcement agency with jurisdiction over the location of the suspected crime. A copy of the resulting crime/incident report must be retained by the agency for a period of time under which the underlying records were destroyed, or damaged were required to be retained plus an additional four years, and shall be retained for a longer period in the case of unresolved litigation, or audit.

CONTRACTOR shall dispose of or return to the COUNTY all fixed assets in accordance with the Contract.

- 5.0 Bonding – All officers, employees, and contractors who handle cash or have access to the contractor's funds (e.g., prepare checks, etc.) shall be bonded.
- 6.0 Investments – COUNTY program funds may not be utilized for 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 to provide the services required by the Agreement. CONTRACTOR shall use these funds on actual expenses in an economical and efficient manner and ensure they are reasonable, proper and necessary costs of providing services and are allowable in accordance with the applicable OMB Circular.

1.1. Limitations on Expenditures of Program Funds

CONTRACTOR shall comply with the Agreement and applicable OMB Circular(s). The Circular defines direct and indirect costs, discusses allowable cost allocation procedures and the development of Indirect Cost Rates, and specifically addresses the allowability of a variety of different costs.

If a CONTRACTOR is unsure of the allowability of any particular type of cost or individual cost, the CONTRACTOR should request advance written approval from the COUNTY prior to incurring the cost.

1.2 Expenses Incurred Outside the Agreement Period

Expenses charged against program funds may not be incurred prior to the effective date of the Agreement or subsequent to the Agreement termination, or expiration date. Similarly, current period expenses related to events or activities that occurred prior to the effective date of the Agreement may not be allowable. For example, legal costs incurred prosecuting or defending a lawsuit stemming from events which occurred during a period not covered by a valid Agreement between CONTRACTOR and COUNTY are not allowable.

1.3 Budget Limitation

Expenses may not exceed the maximum limits shown on the contract budget.

1.4 Unspent Funds

CONTRACTOR shall return any unspent program funds to the COUNTY, unless otherwise permitted by the contract. In addition, the COUNTY will determine the disposition of unspent program funds upon termination of the Agreement.

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 Allocable Expenses

For CONTRACTORS that operate programs or 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(s), agencies shall define their allocable expenses 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 for allocated expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

Under no circumstances shall allocated expenses be charged to an extent greater than 100% of actual expenses or the same expense be charged both directly and indirectly.

2.1 Direct Costs

Unless otherwise set forth in this contract, or required by the funding source(s), direct costs are defined as those costs that can be identified specifically with a particular final cost objective (e.g., 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 the employees' timecards and the payroll expenses 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 relevant and equitable methods of allocation

2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or joint purposes 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 significant one-time expenses, or subcontractor payments)

2.3 Acceptable Indirect Cost Allocation Methods

OMB Circulars (i.e., A-87 and A-122) describe the following allowable methods for allocating indirect costs:

- Simplified allocation method
- Direct allocation method
- Multiple allocation base method
- Negotiated indirect cost rate

Simplified Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all allocable costs are considered indirect costs and an indirect cost rate is determined by dividing total allowable indirect costs by an equitable distribution base.

Example:

Agency-wide indirect costs	\$250,000
Less: Capital Expenditures	<u>10,000</u>
Allocable indirect costs	240,000
Total Agency-wide direct 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>

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, rentals, facilities maintenance, telephone, and other similar expenses are prorated individually to each direct activity on a basis appropriate for that type of cost.

The remaining costs, which consist exclusively of general administration and general expenses, are then allocated using the simplified allocation method previously discussed.

Multiple Base Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs in varying degrees. Using this method, indirect costs are grouped to permit allocation of each grouping on the basis of the benefits provided to the major functions. Each grouping is then allocated individually using the basis most appropriate for the grouping being allocated.

2.4 Cost Allocation Plan

If the CONTRACTOR has a negotiated indirect cost rate approved by a federal agency, it shall submit a copy of the approval letter when requested by COUNTY.

If the CONTRACTOR does not have a negotiated indirect cost rate, CONTRACTOR shall submit an annual Agency-wide Cost Allocation Plan when requested by COUNTY. The Cost Allocation Plan shall be prepared in accordance with COUNTY instructions and the applicable OMB Circular and include the following information:

1. CONTRACTOR general accounting policies:
 - Basis of accounting
 - Fiscal year
 - Method for allocating indirect costs (simplified, direct, multiple, negotiated rate)
 - indirect cost rate allocation base
2. Identify the CONTRACTOR'S direct and indirect costs (by category) and describe the cost allocation methodology for each category.
3. Signature of CONTRACTOR management certifying the accuracy of the plan.

Negotiated Indirect Cost Rates

Agencies have the option of negotiating an indirect cost rate or rates for use on all their federal programs. The CONTRACTOR must submit a cost allocation plan to the federal agency providing the most funds to the organization. The approved indirect cost rate is then applied to the total approved direct cost base.

If CONTRACTOR has a federally approved indirect cost rate, CONTRACTOR shall submit a copy of the approval letter to COUNTY upon request.

D. UNALLOWABLE COSTS

OMB Circulars address the allowability of a variety of different costs. For all costs, there are certain restrictions and limitations; however, the following costs are not allowable under any circumstances:

- Bad debts
- Contingency provisions
- Contributions and donations
- Fines and penalties (e.g., Including but not limited to NSF Check Fees, Traffic Citation Fees)
- Fundraising activities
- Interest expense (unless expressly allowed by federal guidelines)
- Losses on other awards

E. OVERPAYMENTS

If upon audit, or at any time during the Agreement year, it is determined that invoices submitted to the COUNTY which were 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. GOVERNANCE

OVERVIEW

Large numbers of nonprofit corporations, organized for public benefit, receive public funds through contracts with Los Angeles County. Many County service contracts support key public initiatives, including protecting children, providing health care and foster employment, and reducing the effects of mental impairments and substance abuse.

Nonprofit organizations doing business with Los Angeles County must conduct their work in a manner consistent with their charitable mission and the public purposes embodied in County contracts. This demands that nonprofit agency governing boards be conscious of their fiduciary responsibilities in providing oversight and making decisions.

Directors, officers, and employees of nonprofit corporations with which Los Angeles County contracts shall not:

- permit or benefit from self-dealing transactions (unless permitted by law), or unreasonable compensation
- misuse or dissipate scarce public resources

1.0 Independence

It is recommend that Nonprofit agencies doing business with the County of Los Angeles have a governing board of at least 5 directors (however, under no circumstances shall a governing board have less than 3 directors), a majority of whom (1) have not been employed by it within 5 years before their election, (2) have no direct or indirect material financial interest in the organization, or any other relationship that could create a conflict of interest on the part of the director(s). A financial interest may exist for reasons of business, investment, or family relationship (including a director's brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law).

"Financial interest" means an actual or potential ownership, investment, or compensation arrangement in or with any entity or individual with which the organization has, or is negotiating, a transaction or arrangement. The term "independent", when used to describe Directors who serve on the oversight committees described in paragraph 3.0 refers to persons meeting the requirements of this paragraph.

2.0 Oversight Mechanisms

An organization's governing board shall provide for its governance in accordance with the following:

- Adopt and disclose the organization's governance standards including director qualifications, responsibilities, and compensation.
- Adopt and disclose a code of business conduct and ethics for directors, officers, and employees, and promptly disclose to the County any waivers of the code affecting organization directors, officers, or employees.
- Be familiar with the terms and conditions of all the Organization's County contracts. No less than annually, the board should review the Organization's compliance with contract provisions, particularly including insurance, internal control, federal and State reporting and payment requirements for payroll withholding, and report deviations to the County oversight department.

An organization's governance guidelines and code of ethics shall provide means to annually distribute to and obtain from directors, officers and employees written acknowledgments of their adherence to the organization's governing standards. They must incorporate a mechanism for disclosing and addressing possible conflicts of interest. They must provide for appropriate record-keeping, particularly of transactions and arrangements required to be reviewed by the governing board and where significant organization resources are expended by or for officers, directors and employees.

An organization's governance guidelines and code of ethics shall provide for "just and reasonable" compensation and benefits consistent with the compensation amount or guidelines established in the Organization's contract(s) with the County. Compensation and benefits should be determined in light of that paid to executives of agencies of comparable size and function (See Section B.3.3, "Limitations on Positions and Salaries"). No employee may receive compensation or benefits for more than one Organization job. For example, the CEO cannot receive

compensation or benefits for the job of CEO and another job such as program manager, etc.

3.0 Oversight Committees

An organization's governing board shall establish committees having the following characteristics, compensation, and duties.

Nominating Committee

The Board shall establish a nominating committee composed entirely of independent directors to consider new appointments to the Board.

Compensation and Benefits Committee

The Board shall establish a compensation and employee benefits committee composed entirely of independent directors to establish compensation and benefits for the Organization Chief Executive Officer (CEO), or President and the Chief Financial Officer (CFO), or Treasurer.

Audit Committee

The Board shall establish an Audit Committee of no fewer than three directors, all of whom must be independent, and one of whom shall have financial experience. In no event shall employees, including, but not limited to the president, chief executive officer, the treasurer, or chief financial officer serve on the Audit Committee.

Annual Audit Duties:

- If the Organization expends federal awards in excess of \$500,000 in a year (\$750,000 for fiscal years beginning on or after December 26, 2014), the Audit Committee will recommend an independent auditor to perform the annual single audit (under the provisions of OMB Circular A-133, Audits for States, Local Governments and Non-Profit Organizations) of the Organization's financial records to the Agency's Board of Directors. The audit shall be performed in accordance with Generally Accepted Government Auditing Standards and comply with the Single Audit Act.
- The Audit Committee must negotiate the independent auditor's compensation on behalf of the governing Board, oversee its work, and resolve disagreements between management and auditors regarding financial reporting.
- The Audit Committee must confer with the auditor to review the audit and decide whether to accept it, satisfy itself that the financial affairs of

the nonprofit organization are in order, and ensure that the County receives a copy of the annual audit report and all other audits, reviews, and other third party reports.

Additional Audit Committee Duties

The Audit Committee must:

- Establish procedures for receiving and addressing complaints regarding accounting, internal controls, and auditing matters.
- Monitor and take steps to ensure proper management response to major performance or fiscal deficits, such as the expressed concerns or claims of major creditors.
- Pre-approve all audit and non-audit services provided by the auditor. Non-audit services are defined as any professional services provided other than those provided in connection with an audit or review of the financial statements of the Organization. Following is a list of non-audit services for which the independent auditor cannot perform unless the firm follows the independence standard in the Yellow Book issued by the U.S. Comptroller General:
 - ✓ Bookkeeping or other services related to the accounting records, or financial statement of the audit client;
 - ✓ Financial information systems design and implementation;
 - ✓ Internal audit outsourcing services;
 - ✓ Management functions or human resources;
 - ✓ Investment adviser, or investment banking services;
 - ✓ Legal services and expert services unrelated to the audit.

G. MISCELLANEOUS REQUIREMENTS

1.0 Insurance

CONTRACTOR is responsible for securing and maintaining insurance coverage as required by the Agreement. CONTRACTOR must notify COUNTY when insurance is revoked, reduced to a level or coverage less than required, or otherwise made ineffective.

Insurance shall include an endorsement naming the COUNTY as an additional insured.

2.0 Activity

No funds, materials, property, or services contributed to the COUNTY or the CONTRACTOR under this Agreement shall be used in the performance of any political activity, the election of any candidate, or the defeat of any candidate for public office.

3.0 Reporting Fraud/Misconduct

CONTRACTORS are expected and required to report suspected fraud, waste, or misuse of public monies, and misconduct of County personnel to the Los Angeles County Fraud Hotline (Hotline). CONTRACTORS are also expected and required to report suspected fraud committed by their employees and subcontractors when that fraud affects their contract with the COUNTY. Reportable conditions include, but are not limited to:

- Requests for bribes/kickbacks/gratuities by County personnel.
- Favoritism/nepotism in the awarding of County contracts, or selection of vendors.
- Theft or misuse of any funds, resources or equipment.

Reportable conditions shall be reported to the Hotline upon their discovery by CONTRACTOR. Failure to report the types of fraud/misconduct discussed above may be grounds for contract termination.

The reporting party may remain anonymous. Reports can be made via telephone, mail or by internet to:

Online: www.lacountyfraud.org

Email: hotline@auditor.lacounty.gov

Toll Free: (800) 544-6861

U.S. Mail: Los Angeles County Fraud Hotline
Office of County Investigations
Kenneth Hahn Hall of Administration
500 W. Temple Street, Room 515
Los Angeles, CA 90012

AUDITOR-CONTROLLER/DEPARTMENT OF CHILDREN AND FAMILY SERVICES/PROBATION DEPARTMENT FISCAL AUDIT PHASES, FISCAL AUDITS OF FOSTER CARE PLACEMENT SERVICES CONTRACTORS (FOSTER FAMILY AGENCY, FOSTER FAMILY AGENCY-EMERGENCY SHELTER CARE, SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAMS, INTENSIVE SERVICES FOSTER CARE FOSTER FAMILY AGENCY FOR CHILDREN WITH SERIOUS EMOTIONAL AND BEHAVIORAL NEEDS, AND INTENSIVE SERVICES FOSTER CARE FOSTER FAMILY AGENCY FOR CHILDREN WITH SPECIAL HEALTH CARE NEEDS).

I. Overview

To minimize delays and to increase understanding of the fiscal auditing process by COUNTY and the Foster Care Placement Services Contractors (referred to herein as CONTRACTOR), the following is a description of the fiscal audit protocols followed by the Auditor-Controller (A-C), the Department of Children and Family Services (DCFS), and the Probation Department (Probation) during fiscal audit reviews. All specified timeframes are estimated, and actual timeframes may differ depending on A-C and DCFS/Probation staffing, workload, and coordination of scheduling with each CONTRACTOR. The period(s) to be audited shall be consistent with the Contractor's accounting year-end.

II. Purpose of Fiscal Audit Review

The purpose of the fiscal audit review will be to determine whether, pursuant to the Agreement, foster care placement services monies are appropriately accounted for and Expended on reasonable and allowable Expenditures in providing the necessary care and services for children placed by COUNTY and served by CONTRACTOR. A-C staff also evaluates the adequacy of CONTRACTOR's accounting records, internal controls, and compliance with the Agreement and applicable federal and State regulations governing the disbursement of foster care funds.

III. Applicable Regulations

We refer to the following guidelines and regulations in conducting our fiscal audits:

- County Foster Care Placement Services Master Contracts, including Exhibit C-2, Auditor-Controller Foster Care Placement Services Contract Accounting and Administration Handbook
- Uniform Administrative Requirements – 2 Code of Federal Regulations – Section 200
- California Department of Social Services Manual of Policies and Procedures

- California Code of Regulations, Title 22

IV. Notification of Review

A-C staff will contact CONTRACTOR's representatives to notify them of the fiscal audit review and to arrange for an entrance conference. Absent extenuating circumstances, the entrance conference is to be held within 30 calendar days of request, at a mutually agreeable time. A letter will be sent to CONTRACTOR confirming the scheduled entrance conference date, time and location, and applicable documents that need to be available for review. DCFS/ Probation will be sent a copy of the confirmation letter.

V. Entrance Conference

Prior to the entrance conference, A-C staff will have reviewed the CONTRACTOR's Program Statement and Agreement to become familiar with the program and to identify questions or issues to be addressed or clarified during the entrance conference.

The entrance conference permits the CONTRACTOR and the A-C staff to discuss the scope of the review. A-C staff will introduce themselves, give a brief summary of the review objectives, discuss CONTRACTOR operating hours, work space, CONTRACTOR's fiscal audit contact person, and perform an inventory of the CONTRACTOR's records requested in the confirmation letter. CONTRACTOR should ensure appropriate fiscal personnel are in attendance to answer any questions and discuss any concerns and problems encountered with CONTRACTOR records.

VI. Preliminary

The preliminary work will start after the entrance conference. This phase is an educational process for A-C staff. All requested documentation must be made available to the A-C Staff, including but not limited to, employee records, children's case files containing clothing and food receipts, and those records identified in Section 11.0, Records and Investigations, of the Agreement.

Preliminary work will consist of becoming familiar with CONTRACTOR's accounting system and financial and accounting records, and evaluating its system of internal controls. From this work, A-C staff will determine how the records will be tested and the extent of detailed test work that will be performed in each area (i.e., billings, salaries, non-personnel expenditures, etc.).

It is important for CONTRACTOR to have its financial and accounting records available or prepare final schedules detailing all financial activities of CONTRACTOR for the fiscal audit review period. This will expedite the review and provide A-C staff with the population of transactions subject to review.

VII. Detailed Field Work

The detailed fieldwork is an extension of the preliminary work and involves a more in-depth review of accounting and financial records, documents and transactions. A-C staff will be requesting information from CONTRACTOR in the various areas under review. The duration of detailed fieldwork varies and may take from a few weeks to several months to complete, depending on CONTRACTOR availability, condition of, and availability of the account records, and other variables.

Preliminary findings will be verbally discussed with CONTRACTOR during this stage of the review.

VIII. Summary of Preliminary Results

Upon completion of the fieldwork, CONTRACTOR will be provided a summary of the preliminary results to allow the CONTRACTOR to comment, and ensure all relevant documentation has been obtained. Absent extenuating circumstances, a due date of no less than ten (10) business days, from the date CONTRACTOR is provided a summary of preliminary results, will be set by the A-C staff for CONTRACTOR to present additional documentation in response to the summary of preliminary results. Documentation provided after the due date may not be reflected in the draft fiscal audit report and/or may delay completion of the fiscal audit process.

IX. Preliminary Draft Fiscal Audit Report/Pre-exit Meeting

Within 30 calendar days of the due date for receipt of additional information from CONTRACTOR, A-C staff will issue to CONTRACTOR a preliminary draft fiscal audit report, which contains preliminary draft findings and recommendations. The preliminary draft fiscal audit report will be sent via electronic mail to the CONTRACTOR's Chief Executive Officer and Chief Financial Officer. A copy of the preliminary draft fiscal audit report will be provided to DCFS/Probation.

After receipt of the preliminary draft fiscal audit report, CONTRACTOR may request a pre-exit meeting with A-C and DCFS/Probation staff to discuss the preliminary draft fiscal audit report. If CONTRACTOR desires a pre-exit meeting, CONTRACTOR must submit its request to the A-C either by telephone, or electronic mail, within 30 calendar days following receipt of the preliminary draft fiscal audit report. If CONTRACTOR does not request a pre-exit meeting in writing within the allowable time period, CONTRACTOR will be deemed to have waived the right to a pre-exit meeting.

If CONTRACTOR and A-C/DCFS/Probation hold a pre-exit meeting:

*The pre-exit meeting will be held in person or if mutually agreed upon, by telephone, and participants will include the A-C, DCFS, Probation, CONTRACTOR's staff/management, and non-legal representatives who are knowledgeable of the events in relation to the preliminary draft fiscal audit report

being discussed.

At the pre-exit meeting, CONTRACTOR may provide additional documentation related to the findings and recommendations included in the preliminary draft fiscal audit report. After the pre-exit meeting, A-C and DCFS/Probation staff will review the documentation and determine its effect, if any, on the findings and recommendations. A-C and DCFS/Probation staff will revise the preliminary draft fiscal audit report, as A-C and DCFS/Probation determine appropriate. The preliminary draft fiscal audit report updated for any revisions deemed appropriate by the A-C and DCFS/Probation will herein be referred to as the exit draft fiscal audit report.

- NOTE: In general, A-C, DCFS/Probation will not review any additional documentation, which CONTRACTOR provides, related to the findings and recommendations in the preliminary draft fiscal audit report, at any time subsequent to the pre-exit meeting. However, in the event extenuating circumstances exist, A-C, DCFS/Probation may at their sole discretion, consider additional documentation submitted subsequent to the pre-exit meeting. CONTRACTOR should therefore be sure to provide all information, which it deems relevant at the pre-exit meeting to ensure that it is taken into consideration.

If CONTRACTOR and A-C/DCFS/Probation do not hold a pre-exit meeting:

- A-C, DCFS/Probation will not review any additional documentation, which CONTRACTOR provides, related to the findings and recommendations in the preliminary draft fiscal audit report.

A-C and DCFS/Probation staff will issue the exit draft fiscal audit report (see Section X Issuance of Exit Draft Fiscal Audit Report).

X. Issuance of Exit Draft Fiscal Audit Report

An exit draft fiscal audit report will be prepared and sent to CONTRACTOR. CONTRACTOR will be asked to review the exit draft fiscal audit report and prepare for an exit conference, which will be scheduled within 30 calendar days of the date the exit draft fiscal audit report is received by CONTRACTOR. A-C and DCFS/Probation will contact CONTRACTOR to schedule the exit conference.

XI. Exit Conference

The purpose of the exit conference is to discuss the exit draft fiscal audit report, and the findings and recommendations contained therein, as well as any proposed wording changes, which may be sought by CONTRACTOR.

COUNTY's role at the exit conference will be to answer questions regarding COUNTY policies, and clarify administrative procedures to be followed after the

A-C and DCFS/Probation issue the final report. COUNTY personnel will defer any discussion related to the resolution of specific findings and recommendations until the final report is officially released.

In consideration of the discussions at the exit conference, the A-C and DCFS/Probation may, in their sole discretion, make revisions to the exit draft fiscal audit report. A-C/DCFS staff will notify CONTRACTOR via phone of any revisions to the exit draft fiscal audit report. The exit draft fiscal audit report, updated for any revisions deemed appropriate by the A-C and DCFS, will herein be referred to as the final draft fiscal audit report.

XII. CONTRACTOR Response to Final Report

Within thirty (30) calendar days of the date the final draft fiscal audit report is received by CONTRACTOR, CONTRACTOR shall submit a response to the findings and recommendations, via electronic mail, to the DCFS/Probation Fiscal Monitoring Section. The response should address each of the findings affecting CONTRACTOR's operations, including but not limited to compliance/internal control issues and identified questioned Expenditures, and indicate corrective actions planned or already taken. As to corrective actions planned, CONTRACTOR shall identify the dates that corrective action will be implemented and completed. If CONTRACTOR disagrees, they may request an informal hearing from DCFS.

XIII. DCFS/Probation Response to Final Report

DCFS/Probation (or another office/agency within Los Angeles County) will evaluate the adequacy of the CONTRACTOR's written response to the final draft fiscal audit report. Within 25 calendar days of DCFS'/Probation's receipt of CONTRACTOR's written response to the final draft fiscal audit report, DCFS/Probation will provide CONTRACTOR with DCFS'/Probation's written response, which sets forth the required DCFS/Probation corrective action plan (CAP). Should Contractor disagree with the contents of the CAP, Contractor shall submit a response to the DCFS/Probation CAP within 15 business days via electronic mail to DCFS Fiscal Monitoring Section/Probation Central Placement Office. DCFS/Probation will review the Contractor's response to the DCFS/Probation CAP and issue a final required DCFS/Probation Corrective Action Plan within 5 calendar days. Should CONTRACTOR not comply with the Corrective Action Plan, DCFS/Probation may, in their sole discretion, exercise any and all remedies, including but not limited to placement of CONTRACTOR on Do Not Refer or Do Not Use status.

XIV. Final Report to the Board of Supervisors

The A-C, DCFS/Probation will make every effort to issue the final report, with the Contractor's response attached, to the Board of Supervisors within 60 calendar days after the issuance date of the final draft fiscal audit report. CONTRACTOR

will be provided with a copy of the final report at the same time as it is issued to the Board of Supervisors. The final report along with the Contractor's response and DCFS'/Probation's CAP will be posted on the A-C website and will be deemed a public record pursuant to the Public Records Act (Cal. Govt. Code section 6250, et seq.) It is the policy of the A-C to post final reports on the website within 24 hours of issuance.

XV. Establishment of a Repayment Plan

Within thirty calendar days of the date of DCFS'/Probation's response to the Final Report, CONTRACTOR, shall schedule an appointment with DCFS Fiscal Monitoring staff/Probation Central Placement Office to sign a repayment agreement for recovery of the questioned Expenditures identified in the Final Report. CONTRACTOR shall sign the repayment agreement no later than 30 calendar days after the date of DCFS'/Probation response to the Final Report. Should CONTRACTOR not comply with the repayment plan for questioned Expenditures, DCFS'/Probation may, in their sole discretion, exercise any and all remedies, including but not limited to placement of CONTRACTOR on Do Not Refer or Do Not Use status.

**Short-Term Residential Therapeutic
Programs Cost Report
(Form SR 3)**

Semi-Annual Expenditure Reports

Payroll and Fringe Benefits Report (Form SR 4)

Federal Revenue Certification (Form SR 9)

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name _____ Employee Name _____

Contract No. _____

GENERAL INFORMATION:

Your employer referenced above has entered into a Master 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 Master 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 Master 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 Master 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 Master 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 Master 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 and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other contractors 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. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. 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 that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I 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 or by me under the above-referenced Master Contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County contractors is provided to me during this employment, I shall keep such information confidential.

I 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 materials to my immediate supervisor upon completion of this Master Contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name _____

Non-Employee Name _____

Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a Master Contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor 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 Master 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 Master 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 Master 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 Master 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 Master 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 and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other contractors 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. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I 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 or by me under the above-referenced Master Contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County Contractors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced 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 materials to the above-referenced Contractor upon completion of this Master Contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

31-405	SOCIAL WORKER RESPONSIBILITIES FOR PLACEMENT (Continued)	31-405
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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 2016)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages 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 2016 are less than \$53,505 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 give an employee a Form W-2 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 you give an employee a substitute Form W-2, but it 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, 2017.

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 download copies of the notice at www.irs.gov/formspubs. Or you can go to www.irs.gov/orderforms to order it.

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?

An eligible employee claims the EIC on his or her 2016 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2016 and owes no tax but is eligible for a credit of \$800, he or she must file a 2016 tax return to get the \$800 refund.

PAYMENT RESOLUTION NOTIFICATION

Business Information Systems Division (BIS) is currently in the process of modifying The Foster Care Search System (FCSS) to allow Foster Care Services Contractors and non-contracted Foster Care Providers (FFA, STRTP, and ISFC-FFA) to submit their Foster Care payment discrepancies online. We are anticipating the updates to be available for use in mid-2018.

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 92nd 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 92nd 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 92nd 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 92nd 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 92nd 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).

- 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 2nd 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.

CONTRACT INVESTIGATION, MONITORING, AND AUDIT REMEDIES AND PROCEDURES

These internal policies and procedures are attached to the Foster Care Placement Services (FCPS) Contracts to inform CONTRACTORS of Department of Children and Family Services' (DCFS) and the Probation Department's (Probation) investigation, monitoring, and audit remedies and procedures. These policies and procedures are subject to revision by DCFS and the Probation, upon 30 days prior written notice to CONTRACTOR (which will not require a contract amendment), and DCFS and Probation 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 (DNR) and Do Not Use (DNU) actions must be approved by DCFS' Director or the Probation's Chief Probation Officer or his or her Deputy Director level designee. Such variance may not be arbitrary and capricious, unreasonable, or discriminatory.

DCFS and Probation are responsible for monitoring and investigating, as a whole, all facilities licensed by Community Care Licensing Division (CCLD) to provide out-of-home care when there are allegations of child abuse, neglect or exploitation, or for administrative, programmatic or fiscal non-compliance.

During the normal course of its compliance monitoring or as the result of an investigation, DCFS or Probation may take action, when necessary, to protect placed children in these facilities, including requesting immediate corrective action, placing the CONTRACTOR on Hold, Administrative Hold, DNR, or DNU status. Staff may recommend a corrective action plan, Hold, Administrative Hold, DNR, or DNU Status, regardless of whether law enforcement or CCLD take similar action.

The County of Los Angeles Auditor-Controller is also responsible for completing fiscal review audits of CONTRACTORS. Fiscal review audit findings are not addressed in this 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 and Probation 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 and neglect in out-of-home care, or in audits of program or fiscal contract requirements.

1. **Corrective Action Plan (CAP)** - When DCFS and Probation reasonably determines that a CONTRACTOR's noted non-compliance is correctable; a CAP shall serve as the CONTRACTOR's commitment to resolve noted areas or items of non-compliance.
2. **Administrative Hold** – After providing the CONTRACTOR with a 15 business day Notice of Intent to place CONTRACTOR on an Administrative Hold, if during which time the CONTRACTOR cannot demonstrate its resolution of the issues, COUNTY retains the right to temporarily suspend referrals of children to CONTRACTOR by placing CONTRACTOR on an Administrative Hold status, for up to a 45-day period. Administrative Holds are for administrative, programmatic, and fiscal non-compliance issues requiring immediate resolution that are not related to child safety.

Limited to an additional 45 days, an Administrative Hold status may be extended for extenuating circumstances beyond the control of DCFS and Probation, with the understanding that the

extension of the Administrative Hold status on a CONTRACTOR will require the approval of the Director or his Deputy Director level designee.

3. **Investigative 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 or Probation 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 and Probation, 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 non-compliance with a significant administrative, fiscal, or programmatic requirement of the Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Part I, Section 16.0 of FCPS Contracts. A Hold request must be approved by a Division Chief, or Bureau Chief.
4. **Do Not Refer (DNR) Status** - DNR refers to the suspension of new DCFS and 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 children; 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 non-compliance with significant administrative, fiscal, or programmatic requirements of this Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Part I, Subsection 16.1 of the FCPS Contracts, and as further described in Exhibit N. A DNR recommendation must be approved by a Deputy Director or a Deputy Chief.
5. **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. DNU 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 children; 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 non-compliance with significant administrative, fiscal, or programmatic requirements of this Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Part I, Subsection 16.1 of the FCPS Contracts, and as further described in Exhibit N. A DNU recommendation must be approved by a Deputy Director or a Deputy Chief.
6. **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 or a Bureau Chief.

B. Corrective Action Plan (CAP) Procedures

1. Any verbal notice that is given to CONTRACTOR to make needed corrections, requested by DCFS or Probation, that requires immediate action to resolve child safety issues (including safety of Non-Minor Dependents) shall include specific due dates, not to exceed beyond three calendar days. DCFS or Probation will provide written confirmation of the requested corrective action within three business days.

2. Where immediate action is not required, CONTRACTOR shall submit CONTRACTOR's proposed CAP to DCFS and Probation within 30 calendar days from receipt of the written confirmation from DCFS or Probation (Contractor Notification Letter); the timeframe depends on the nature of the non-compliance. The CONTRACTOR's CAP is reviewed and approved by DCFS and Probation within 15 business days.
3. The CAP must address each finding made in the Contractor Notification Letter. An appropriate CAP identifies the noted non-compliance, includes a brief statement of the estimated root-cause and includes the detailed action that will be implemented to correct the noted non-compliance. This is followed by an explanation of how the corrective action will be implemented; an explanation of what actions will take place to ensure that the corrective action is maintained; and the CONTRACTOR's plan to prevent subsequent repeated instances of the same non-compliance or inappropriate action. The CAP should include the requisite timeframes necessary for full implementation and identify the title(s) of the CONTRACTOR's staff that will insure the corrective actions are implemented. The CAP should also include the CONTRACTOR's internal Quality Assurance or Continuous Improvement Process to allow for an appropriate adjustment of CONTRACTOR's policies, procedures as necessary and when the CONTRACTOR will complete its internal root-cause analysis as necessary. A CAP addendum will be required if the CAP does not adequately address all issues.
4. DCFS or Probation (or together if necessary) will conduct follow-up to assess for implementation of CONTRACTOR's approved CAP. This may include where necessary, unannounced visits to the resource family approved home, the STRTP or ISFC sites, and if necessary to other CONTRACTOR locations to verify the corrective action implementation. Once the corrective action has been completed and verified, the CONTRACTOR is notified in writing.
5. A Hold, DNR, or DNU Status may be imposed at the discretion of DCFS or Probation, if the requested corrective action is not implemented and maintained or if the CONTRACTOR does not submit an approved CAP or CAP addendum within the agreed-upon timeframes.

C. Administrative Hold Procedures

1. COUNTY will notify CONTRACTOR in writing via electronic mail 15 business days prior to the effective date of DCFS or Probation's (or both) intention to place CONTRACTOR on an Administrative Hold for Administrative reasons not related to child safety. The COUNTY will notify the CONTRACTOR by phone call prior to sending out the Notice of Intent letter to place the CONTRACTOR on Administrative Hold.
2. The Contractor 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 Departments' representative at the Children's Administrator III, Assistant Regional Administrator, Probation Director, Probation Senior Director, or higher level, other COUNTY (DCFS, Probation, and Auditor-Controller) Departmental staff, or CCLD to discuss the investigative 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 the date of the Contractor's Notification Letter of placement on Hold, DNR, or 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 or Probation interview any witnesses identified by the CONTRACTOR who have not already been interviewed.

4. Based on the reason (i.e., Fiscal, Contractual, Programmatic), an appropriate designated middle management level staff will conduct the Review Conference. DCFS, Probation, and CONTRACTOR will 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 or Probation 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 or the approval must be in writing from the Court. DCFS and Probation 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, Probation, Auditor-Controller, or CCLD personnel shall participate in the Review Conference; and legal representatives shall not be present at the Review Conference.

5. The Children's Administrator III, Assistant Regional Administrator, Director, or higher 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 or Probation with regard to the intended recommendation. This determination will be put in writing and provided to CONTRACTOR within 15 business days of the Review Conference.
6. Hold, DNR, or DNU Status may be lifted at any time that DCFS or Probation obtains information which leads them 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, or DNU Status no longer applies, DCFS and Probation shall act as expeditiously as possible to remove CONTRACTOR from such status.

D. Investigative Hold, Do Not Refer (DNR), and Do Not Use (DNU) Procedures

1. COUNTY will notify CONTRACTOR in writing via electronic mail within 72 hours of DCFS or Probation's (or both) decision to place CONTRACTOR on an Investigative Hold, Hold, DNR, or DNU for reasons related to child safety. The COUNTY will notify the CONTRACTOR by phone call prior to sending out the written notice of placement on an Investigative Hold, Hold, DNR, or DNU. 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, or DNU Status. The Contractor 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. The Contractor 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 Departments' representative at the Children's Administrator III, Assistant Regional Administrator, Director, or higher level, other COUNTY (DCFS, Probation, and Auditor-Controller) Departmental staff, or CCLD to discuss the investigative 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 the date of the Contractor's Notification Letter of placement on Hold, DNR, or 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 or Probation interview any witnesses identified by the CONTRACTOR who have not already been interviewed.
4. Based on the reason (i.e., Fiscal, Contractual, Programmatic), an appropriate designated middle management level staff will conduct the Review Conference. DCFS, Probation, and CONTRACTOR will 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 and Probation 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 or the approval must be in writing from the Court. DCFS and Probation 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, Probation, Auditor-Controller, or CCLD personnel shall participate in the Review Conference; and legal representatives shall not be present at the Review Conference.

5. The Children's Administrator III, Assistant Regional Administrator, Director, or higher 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 and Probation with regard to the intended recommendation. This determination will be put in writing and provided to CONTRACTOR within 72 hours of the Review Conference.
6. Hold, DNR, or DNU Status may be lifted at any time that DCFS or Probation obtains information which leads them 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, or DNU Status no longer applies, DCFS and Probation shall act as expeditiously as possible to remove CONTRACTOR from such status.

Revised 1/9/2018

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

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.

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



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 brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete 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 brazalete 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.



REPORT ON OUTSIDE EMPLOYMENT ACTIVITIES

- Any [insert Contractor name] employee or independent contractor who is providing services under a contract with the Los Angeles County Department of Children and Family Services is required to complete a Report on Outside Employment Activities and to consult with his or her supervisor for approval.
- The Report on Outside Employment Activities must be completed on an annual basis and submitted to [insert Contractor name].
- Outside employment includes any gainful profession, trade, business or occupation for any person, firm, corporation or governmental entity and includes self-employment.

EMPLOYEE/INDEPENDENT CONTRACTOR INFORMATION		
Name:	Title:	Work Location:
Duties:	Employee Number:	Telephone Number:

I. DECLARATION – *[Please mark the statement that applies to your situation.]*

- I am not presently engaged and will not be engaged in the future in any outside employment (including self-employment). If I decide to engage in outside employment in the future, I understand I must immediately complete a new Report on Outside Employment Activities and provide the updated report to my supervisor.
- I am presently engaged or will be engaged in the future in outside employment (including self-employment). This outside employment:
- Is not in conflict with my official duties for [insert Contractor name];
 - Does not involve advisory or consultant services which might conflict with interests of the County of Los Angeles; and
 - Does not involve work using a professional license such that, when combined with my work for [insert Contractor name], will exceed the allowable caseload or hours under applicable rules and regulations.

[Please complete the attached description of outside employment.]

II. ACKNOWLEDGMENT

I certify the accuracy of the information I have provided and acknowledge that the information I have provided may be subject to verification.

In addition, I agree that if there is any change in my outside employment status, I will immediately report this to my supervisor. I understand that failure to do so may result in disciplinary action, up to and including termination of my services as an employee or independent contractor.

Print Name: _____

Signature: _____ Date: _____

III. SUPERVISOR REVIEW AND ACKNOWLEDGEMENT

I have reviewed this report and approve the employee/independent contractor to work for [insert Contractor name.]

Print Name: _____ Title: _____

Signature: _____ Date: _____

SAMPLE

DESCRIPTION OF OUTSIDE EMPLOYMENT

Employer Name:
Employer Address:
Employer Telephone Number:
Employee Title:
Employee Duties:
Hours Worked (Per Week)*:

*Hours Worked must be declared to the best of your ability. "Hours vary" will not be accepted for approval.

Employer Name:
Employer Address:
Employer Telephone Number:
Employee Title:
Employee Duties:
Hours Worked (Per Week)*:

*Hours Worked must be declared to the best of your ability. "Hours vary" will not be accepted for approval.

Employer Name:
Employer Address:
Employer Telephone Number:
Employee Title:
Employee Duties:
Hours Worked (Per Week)*:

*Hours Worked must be declared to the best of your ability. "Hours vary" will not be accepted for approval.

REPORT ON CONFLICT OF INTEREST

- Any [insert Contractor name] officer, Board of Directors member, or volunteer who is providing services under a contract with the Los Angeles County Department of Children and Family Services is required to complete a Report on Conflict of Interest.
- The Report on Conflict of Interest must be completed on an annual basis and submitted to [insert Contractor name].
- Outside employment includes any gainful profession, trade, business or occupation for any person, firm, corporation or governmental entity and includes self-employment.

I. DECLARATION

I am not presently engaged nor plan to be engaged in any outside employment (including self-employment):

- Which is in conflict with my official duties for [insert Contractor name]; or
- Which involves advisory or consultant services which might conflict with interests of the County of Los Angeles.

II. ACKNOWLEDGMENT

I certify the accuracy of the information I have provided and acknowledge that the information I have provided may be subject to verification.

In addition, I agree that if there is any change in my conflict of interest status, I will immediately report this to [insert Contractor name]. I understand that failure to do so may result in termination of my services as an officer, Board of Directors member, or volunteer.

Print Name: _____

Signature: _____ Date: _____

**DISCHARGE OUTCOME AND
PLACEMENT STABILITY REPORT**