

Intensive Services Foster Care - Special Health Care Needs

Standard & Unique Exhibits

Exhibit A	Statement of Work
Exhibit A-1	Foster Family Agency Reference Links
<i>Exhibit A-2</i>	Service Delivery Sites
Exhibit A-3	Intentionally Left Blank
Exhibit A-4	Intentionally Left Blank
Exhibit A-5	Special Incident Reporting Guide for FFAs
Exhibit A-6	FFA Monthly Utilization Report Template
Exhibit A-7	Intentionally Left Blank
Exhibit A-8	Intentionally Left Blank
Exhibit A-9	Intentionally Left Blank
Exhibit A-10	Discharge Summary for DCFS: Foster Family Agency
Exhibit A-11	Provider Needs and Services Plan/Quarterly Report Template Information
Exhibit A-12	Applicant's Authorization for Release of Information
Exhibit A-13	Foster Family Agency's Plan of Operations and Program Statement
Exhibit A-13a	CDSS Approval Letter for Resource Family Approval (RFA) Implementation Plan
<i>Exhibit A-14</i>	ISFC FFA Facility License(s)
<i>Exhibit A-15</i>	ISFC FFA Rate Letter
Exhibit A-16	Intentionally Left Blank
Exhibit A-17	Adoption License or MOU
<i>Exhibit B</i>	Line Item budget
Exhibit C	Office of Management and Budget (OMB) Title 2 Code of Federal Regulations (CFR), Part 200 and 2 CFR 1.100, title
Exhibit C-1	Auditor-Controller Foster Family Agency Contract Accounting and Administration Handbook
Exhibit C-2	Auditor-Controller/Department of Children and Family Services/Probation Department Fiscal Audit Phases,
Exhibit C-3	Los Angeles County Annual Revenue and Expenditure Report including Form FCR 12 FFA
<i>Exhibit D</i>	Contractor Acknowledgment and Confidentiality Agreement Form
Exhibit D-1	Contractor Employee Acknowledgment and Confidentiality Agreement Form
Exhibit D-2	Contractor Non-Employee Acknowledgment and Confidentiality Agreement Form
<i>Exhibit D-3</i>	Confidentiality of Criminal Offender Record Information (CORI) Form
Exhibit D-4	Resource Foster Parent Acknowledgment and Confidentiality Agreement
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 (FEIC)
Exhibit G	Payment Resolution Notification (COV 71)
Exhibit H	Overpayments 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 (EEO) Certification
<i>Exhibit L</i>	Charitable Contributions Certification
<i>Exhibit M</i>	Defaulted Property Tax Certification Form
Exhibit N	DCFS Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures (As Amended on February 24, 2014)
<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>	Certification of Compliance with Background and Security Investigation
Exhibit S	Intentionally Left Blank
<i>Exhibit T</i>	County of Los Angeles Contractor Employee Jury Service Program Certification Form (Code 2.203)
Exhibit U	County's Administration
<i>Exhibit V</i>	ISFC Contractor's Administration
Exhibit W	Sample Report on Outside Employment
Exhibit W-1	Sample Report on Conflict of Interest
Exhibit X	Federal Award Information
Exhibit Y	Intentionally Omitted
Exhibit Z	Information Security and Privacy Requirements
Exhibit AA	Compliance with Fair Chance Employment Hiring Practices Certification

NOTE: The exhibits highlighted in grey are and will be included in the "Unique Exhibits" packet.

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

**MASTER CONTRACT FOR
INTENSIVE SERVICES FOSTER CARE FOSTER FAMILY AGENCY
(ISFC FFA) FOR CHILDREN WITH SERIOUS EMOTIONAL AND
BEHAVIORAL NEEDS**

STATEMENT OF WORK

APRIL 2023

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES AND PROBATION
DEPARTMENT
MASTER CONTRACT FOR
INTENSIVE SERVICES FOSTER CARE FOSTER FAMILY AGENCY FOR CHILDREN
WITH SERIOUS EMOTIONAL AND BEHAVIORAL NEEDS
STATEMENT OF WORK
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PART A: DEFINITIONS

Definitions - The following words in this SOW shall have the meaning given below, unless otherwise apparent from the context in which they are used.

Child and Family Team (CFT) – A group of individuals child/youth/non-minor dependent (NMD) and family and all of the ancillary individuals who are working with them to address the child/youth/NMD's needs and strengths, focuses on issues such as successful treatment of the child/youth/ NMD's mental health needs and achieving goals in other child-serving systems in which the child or child/youth/NMD is involved. The Child and Family team shares a vision with the family and is working to advance that vision, while a CFT is how the members communicate. No single individual, agency, or service provider works independently. Working as part of a team positively impacts decision-making.

Disenrollment – means when a child/youth/NMD leaves the program without meeting treatment goals and/or was moved to a higher level of care. Examples include: Foster Parent (FP) asked child/youth/NMD to leave, child/youth/NMD moved due to investigation of FP, child/youth/NMD moved due to sexual or other dangerous behavior in the home, Agency decided to move the child/youth/NMD out of the home, child/youth/NMD needed a more appropriate treatment, hospitalization, AWOL, ESC/TSC, STRTP/GH, child/youth/NMD requested to be moved or dis-enrolled. This can also be when a child/youth/NMD is moved out of the home which is outside of the ISFC agency's control. Examples include: court ordered (HOP, reside with sibling, etc.), adoption.

Domains – means the areas of safety, family, legal, emotional/behavioral, school/educational, money matters, housing/living environment, social relationships, fun/recreational, health/medical, work/vocational and cultural/spiritual.

Evidenced Based Practice and Evidence-Based Practices (EBPs) – means practices and interventions that have a combination of the three factors: best empirical research, best clinical experience and consistency with family/client values.

Graduated – means when the child/youth/NMD has met Mental Health treatment goals and placed in lower level of care. This could also include when a child/youth/NMD moves to Wraparound or IFCCS.

Health Insurance Portability and Accountability Act (HIPAA) –set of rules to be followed by doctors, hospitals, and other health care providers. HIPPA helps ensure that all medical records, medical billing and patient accounts meet certain consistent standards with regard to documentation, handling and privacy.

ISFC FFA Social Worker- Is the case social worker who works for the FFA to provide oversight and link the family to needed services. Also they Interview the child/youth/NMD regarding quality of life issues and follow the COUNTY requirements. They document in accordance with contract guidelines. The FFA social worker makes a minimum of one weekly face to face contact with the child/youth/NMD with at least two of those contacts per month in the home of the Resource Family home.

In Home Support Counselor (IHSC) – means FFA staff who provides support services and IHBS services to the child/youth/NMD and approved Resource Family home and bill Medi-Cal for these services. This could include but is not limited to providing school support, behavioral support, transportation to appointments, and support to the caregiver.

Informal/Natural Supports – means family’s network of interpersonal and community relationships. They are active unpaid team members/participants who will be available to the family during and after the close of services.

Integrated Core Practice Model (ICPM) – means a set of practices and principles for child/youth/NMD served by both the child welfare and mental health system. The framework for ICPM is a shared set of practice principles to be used when providing services to the member of the Katie A. Class including members of the Katie A. subclass. The values and principles are summarized in the **Treatment Foster Care Program Manual**.

Intensive Services Foster Care Program Manager – Is the DCFS designated staff who oversees program operations to ensure they meet COUNTY’s expectations; and effectively communicates with the County ISFC program administrative team to ensure FFA’s compliance with the contracts and title 22 regulations

ISFC Planning Consultation Team means a group led by the Department of Mental Health (DMH) who in conjunction with representatives from the Departments of Children and Family Services and Probation Department meet with the ISFC agencies to determine ISFC placement and matching of an unmatched Level of Care (LOC) ISFC determined child/youth/NMD.

Licensed Clinical Supervisor-is a licensed clinical social worker who supports and guides treatment team to reflect on and integrate clinical aspects of the case and provide weekly supervision (individual and group) for any treatment team members that bill Medical.

Level of Care (LOC) Criteria for ISFC Eligibility The LOC for ISFC is one of the criteria mandated by the California State Department of Social Services to determine rates. The eligibility criteria include but is not limited to confirmed information regarding behaviors that have been presented for the past 6 months and warrant the need to ensure safe placement of a child. The eligibility criteria may include one or more of the following:

- Adjudicated violent offenses, significant property damage, and/or sex offenders/perpetrators
- Aggressive and Assaultive
- Animal Cruelty
- Commercial Sexual Exploitation of Children (CSEC)
- Eating Disorder
- Fire Setting

- Gang Activity
- Habitual Runaway
- Habitual Truancy
- Special Health Care Needs (SHCN)
- Psychiatric Hospitalization(s)
- Severe mental health issues-including suicidal ideation and/or Self Harm
- Substance Use/Abuse

Medical Necessity – A set of criteria that includes three essential components that are required for a service to qualify for reimbursement: 1) an outpatient “included” diagnosis from the most current ICD code set, 2) an impairment as a result of the included diagnosis, and 3) an intervention that includes each of the following: a. the focus of the proposed intervention is to address the condition in 2 above, b. the expectation that the proposed intervention will significantly diminish the impairment **or** prevent significant deterioration in an important area of life functioning **or** allow the child to progress developmentally as individually appropriate, and c. the condition would not be responsive to physical health care based treatment.

Specialty Mental Health Services (SMHS) is a program that is “carved-out” of the broader California Medi-Cal program administered by the Department of Health Care Services (DHCS) and operates under the authority of a waiver approved by the Centers for Medicare and Medicaid Services (CMS) under Section 1915(b) of the Social Security Act. As the single State Medicaid agency, DHCS is responsible for administering the Medi-Cal SMHS Waiver Program which provides SMHS to Medi-Cal beneficiaries through COUNTY Mental Health Plans (MHPs). The MHPs are required to provide or arrange for the provision of SMHS to beneficiaries in their counties that meet medical necessity criteria, consistent with the beneficiaries’ mental health treatment needs and goals. The Los Angeles County Department of Mental Health (LACDMH) acts as the Local Mental Health Plan (LMHP), the entity which enters into an agreement (under the State Contract) with the State DHCS to arrange for and/or provide specialty mental health services within the COUNTY.

Trauma Responsive Care – is an approach that consists of the identification of a child/youth/NMD’s trauma-related needs and the development of an appropriately responsive individualized treatment plan as well as the provision of guidance for the parents and Resource Family in providing for the child/youth/NMD’s underlying needs.

Therapeutic Foster Care Services (TFCS) - services that the State refers to as TFC or Treatment Family Care. This refers to the Rehab intervention services provided by the Resource Parent as defined by the Medi-Cal Manual for ICC IHBS and TFC.

PART B: INTRODUCTION

1.0 Intensive Services Foster Care (ISFC) Program Principles

- 1.1. ISFC shall be provided by a Foster Family Agency (FFA) contracted by Los Angeles COUNTY and responsible for (1) the recruitment, certification, training of, and support to, ISFC Resource Families in compliance with the State Resource Family Approval (RFA) process and (2) the provision of the core services to children, child/youth/NMD, or non-minor dependents (NMD) supervised by the Department of Children and Family Services (DCFS) or the Probation Department and under the care of the FFA as outlined in Welfare and Institutions Code (WIC) 11463(b).
 - 1.1.1. ISFC contractors are required to train, and make a good faith attempt to approve, and certify relatives and non-related extended family members (NREFM) initially identified by the COUNTY as possible ISFC Resource Homes. ISFC Contractor shall notify the County within ten business days of any denial.
- 1.2. Intensive Services Foster Care (ISFC) is the highest level of care in California provided by approved FFAs for the delivery of intensive therapeutic services to children who have been determined by the Level of Care (LOC) to meet the criteria for medical necessity for Specialty Mental Health Services (SMHS) and/or to be in need of supervision and care services greater than traditional of foster care.
 - 1.2.1. FFAs with an approved Program Statement for ISFC and with a Medi-Cal Certification and contract with COUNTY DMH Mental Health Plan for the delivery of SMHS shall provide Intensive Case Coordination (ICC), Intensive Home Based Services (IHBS). FFAs may also provide Therapeutic Family Care Services (TFCS). All services to be as described in the current Medi-Cal Manual for ICC, IHBS, and TFC.
- 1.3. Los Angeles COUNTY ISFC programs require FFAs providing ISFC services under this contract to either have a contract with Los Angeles COUNTY DMH or obtain a DMH contract within twenty-four months of ISFC contract execution. FFAs pending DMH contract must have a formal agreement with Los Angeles COUNTY DMH contracted agency for the provision of intensive mental health services as mutually agreed upon with the FFA and DCFS/Probation prior to commencing ISFC service until the DMH contract is executed.
- 1.4. FFAs with an approved Program Statement for ISFC and with a Medi-Cal Certification and contract with COUNTY DMH Mental Health Plan for the delivery of SMHS shall provide Intensive Case Coordination (ICC), Intensive Home Based Services (IHBS). FFAs may also provide Therapeutic Family Care Services (TFCS). All services to be as described in the current Medi-Cal Manual for ICC, IHBS, and TFC.
- 1.5. Los Angeles COUNTY ISFC programs shall provide specially selected and trained FFA ISFC staff and ISFC RFA resource parents as outlined in WIC

Section 18358 and Sections 1830.205 or 1830.210 of Title 9 of the California Code of Regulations.

1.6. The State and COUNTY laws, regulations and codes that apply to the delivery of ISFC programs are found in the sources listed herein:

(a) California Manual of Policies and Procedures, Title 22, including:

- Division 6, Chapter 1. (*General Licensing Requirements*), Chapter 4, (*Small Family Homes*), and Chapter 8.8 (*Foster Family Agencies*) for the Resource Home requirements;
- Division 6, Chapter 9.5, Subchapter 1, (*Foster Family Homes*) for Non-Minor Dependents;
- Current State FFA Interim Licensing Standards for Continuum of Care Reform (CCR) Articles 9 and RFA Subchapter 1)

(b) WIC Section 18358 on Intensive Services Foster Care (ISFC) and all other WIC Sections relevant to the provision of ISFC.

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

(d) CONTRACTOR’S Department of Mental Health (DMH) Contract

(e) The statutes referenced in this Exhibit A, Statement of Work (SOW) from the California Education Code (EDC), California Health and Safety Code (HSC), California Vehicle Code (VEH), and California Welfare and Institutions Code (WIC) are available at <http://leginfo.legislature.ca.gov/faces/codes.xhtml>

(f) The California Code of Regulations for Title 9 (DMH) and Title 22 (Social Services) referenced in this Exhibit A, SOW are available <https://govt.westlaw.com/calregs/Index?transitionType=Default&contextData=%28sc.Default%29>

(g) The Pathways to Mental Health Services Core Practice Model Guide and the Medi-Cal Manual for ICC IHBS and TFC is available at: <http://www.dhcs.ca.gov>

1.7. The CONTRACTOR shall develop internal operational procedures that demonstrate how its Quality Control Plan (QCP) will ensure monitor for compliance with all aspects of the following:

- (a) All applicable federal, State, municipal, COUNTY, and local laws, regulations and policies;
- (b) State Community Care Licensing Division and COUNTY approved Program Statement;
- (c) This Statement of Work;
- (d) The Los Angeles COUNTY Foster Family Agency Master Contract.

2.0 DCFS/PROBATION INTENSIVE SERVICES FOSTER CARE (ISFC) PROGRAM GOALS

- 2.1. ISFC CONTRACTORs shall provide for the care and supervision of DCFS and Probation foster child/youth/NMD. ISFC CONTRACTORs shall concurrently deliver intensive mental health interventions, in compliance with their DMH Contract or with the DMH contracted provider until their contract is established, in a home-based setting using highly qualified and trained professional teams that include specially trained resource families. Los Angeles COUNTY ISFC programs require FFAs providing ISFC services under this contract to either have a contract with Los Angeles COUNTY DMH or obtain a DMH contract within twenty-four months of ISFC contract execution. FFAs pending DMH contract must have a formal agreement with Los Angeles COUNTY DMH contracted agency for the provision of intensive mental health services as mutually agreed upon with the FFA and DCFS/Probation prior to commencing ISFC service until the DMH contract is executed.
- 2.2. ISFC programs shall provide for care and supervision and intensive mental health services that are time-limited, individualized services for each ISFC child/youth/NMD with the goal of improving the social and emotional functioning, decreasing aggressive and defiant behaviors, and promoting placement stability at lower levels of care, thereby reducing time lines to permanency for those child/youth/NMD eligible for the program.
- 2.3. DCFS and Probation in partnership with DMH are committed to the development and implementation of 300 ISFC slots (beds) for children under its jurisdiction. An ISFC CONTRACTOR is expected to participate in reaching this goal through **continuous dedicated efforts of recruitment**.
- 2.4. ISFC CONTRACTORs shall provide ongoing recruitment and maintain a minimum of 2 ISFC resource family homes with a goal to reach 8-16 ISFC resource family homes.

3.0 PROGRAM PRACTICE EXPECTATIONS

- 3.1. In line with State mandates, ISFC has incorporated in this SOW the principles of the Integrated Core Practice Model (ICPM) in order to engender a shared set of values necessary in the provision of a family-centered service delivery system to the child/youth/NMD receiving ISFC services. It is the expectation of DCFS Children's Social Worker/Probation Placement Officer that the CONTRACTOR will integrate to every extent possible the principles and elements of the ICPM.
- 3.2. A cornerstone of the Integrated Core Practice Model (ICPM) is the convening and participation in Child and Family Teams (CFTs) for each child receiving ISFC services.
 - 3.2.1. CONTRACTOR'S ISFC staff shall participate in, or convene as necessary, a CFT to plan for any eligible child into its ISFC program. The CFT should take place prior to placement into the ISFC program or no later than 7 days after intake and then at least once a month thereafter or more frequently if needed to meet the needs of the child/youth/NMD and their families.
 - 3.2.2. ISFC CONTRACTOR staff shall participate in or convene a CFT to plan for any transition of a child/youth/NMD prior to discharge or no later than 14 days post discharge.
- 3.3. CONTRACTOR shall provide Evidence-Based Practices as well as Trauma-Informed Care in an effort to increase achievement of its stated COUNTY goals and reduce recidivism for child/youth/NMD in care. To be fully successful such practices and care must also be delivered in a culturally-responsive manner.
 - 3.3.1. CONTRACTOR shall provide Trauma Informed Care which consists of the identification of a child/youth/NMD's trauma-related needs and the development of an appropriately responsive Client Treatment Plan (CTP) as well as the provision of guidance for the parents and resource family in providing for the child's underlying needs.
- 3.4. CONTRACTOR shall commit to the development and maintenance of the programs that demonstrate solid training and awareness of the principles of cultural relevance and competency and population diversity in all policies, practices, and personnel.
- 3.5. CONTRACTOR shall develop and implement a specific resource parent support plan that includes respite care, or substitute caregiver, system for ISFC resource parents that organizes and delivers regular and continuous opportunities for self-care and personal breaks throughout the time they are caring for ISFC child/youth/NMDs in their home.

- 3.5.1. CONTRACTOR shall provide respite for up to 2 weeks per year for each ISFC designated home.
- 3.5.2. CONTRACTOR shall designate an ISFC home as inactive if a home is unable or unwilling to have ISFC child/youth/NMDs in the home for 30 or more consecutive days. The ISFC home may become activated upon the date they accept ISFC child/youth/NMDs into their home, providing all required trainings and requirements are current.
- 3.6. CONTRACTOR's ISFC team, the mental health clinicians, supervisors/managers, and resource parents shall develop a shared plan that clearly outlines roles, responsibility, training, support, and leadership needed to provide an integrated program for each child/youth/NMDs under their care, with a particular focus on how underlying needs and mental health goals will drive the provision of services. This can be demonstrated through consistent completion of the Needs and Service Plan (NSP) and Client Treatment Plan (CTP)
 - 3.6.1. CONTRACTOR shall not assign multiple roles, for the same child/youth/NMDs, to the ISFC team, or to any ISFC social worker or mental health staff without the written approval of the COUNTY ISFC managers. Each child shall have a team that includes a separate person for each role of the team. Team members may not have two team roles with the same child/youth/NMD.
 - 3.6.2. CONTRACTOR shall assign an ISFC team to each child/youth/NMD including the following members: ITFC Program Manager, Licensed Clinical Supervisor, FFA Social Worker, In Home Support Counselor, Foster Parent, and Therapist.
 - 3.6.3 CONTRACTOR shall assign one FFA Social Worker, In Home Support Counselor (IHSC), and one Therapist to each ISFC child/youth/ NMD.
 - 3.6.4 Contractor shall maintain a maximum ratio for the FFA Social Worker of 1 full time staff to every 8 ISFC children/youth/NMDs or 1 FFA Social Worker to 15 children/youth/NMDs across programs with each ISFC child/youth/NMD counting as 2 children/youth/NMDs.
 - 3.6.5 Contractor shall maintain a maximum ratio for the IHSC of 1 IHSC to 12 children/youth/NMDs. The ratio should not exceed this amount at any one-time period.
 - 3.6.6 To meet the intensive needs of individuals receiving services through ISFC, Contractor shall ensure that the IHSC, FFA Social Worker, and

Therapist provide the following services, at a minimum, to the children/youth/NMDs and the caregiver(s), based on medical necessity and informed by the CFT:

3.6.6.1 Individual/Family Therapy: 2 hours per month

3.6.6.2 Intensive Home Based Services: 2 hours per month

3.6.6.3 Intensive Care Coordination: 2 hours per month

3.6.7 CONTRACTOR shall ensure that the ISFC Social Worker and Mental Health staff working with an ISFC child/youth/NMD operate as a team and meet on a regular basis, no less than once a week, to plan for the ISFC child/youth/NMD under their care as well as the development of a communication system that can include, but is not limited to contacts via electronic mail, phone texts, telephone calls, or ad hoc meetings. DMH requires all contacts be in compliance with the DMH contract.

3.6.8 CONTRACTOR shall have a designated ISFC staff member for the purposes of ISFC recruitment and training.

CONTRACTOR shall provide a specific and measurable recruitment plan of action to meet allocation and the need of the COUNTY placing agencies for ISFC homes. The plan of action will include monthly documented updates provided to the COUNTY ISFC program managers.

4.0 PROGRAM STATEMENT

4.1. CONTRACTOR'S Program Statement shall be approved by Community Care Licensing Division (CCLD) and the COUNTY prior to commencing the implementation of the Contract.

4.2. CONTRACTOR shall update the Program Statement whenever there are any changes in operation and services, including ISFC manual, State and Federal laws and COUNTY policy.

4.3. CONTRACTOR'S Program Statement Amendments shall be approved by the CCLD and the COUNTY prior to commencing the implementation of any changes in operation and services.

4.4. COUNTY reserves the right to request changes to the Program Statement based on the needs of DCFS and Probation.

5.0 SERVICE DELIVERY SITES

- 5.1. CONTRACTOR'S services shall be delivered through the locations specified on the service delivery site(s), *Exhibit A-2*, in the ISFC FFA Contract and in compliance with the process should there be changes in address.
- 5.2. CONTRACTOR shall not place children/youth/NMDs at Resource Homes associated with a service delivery site not approved on *Exhibit A-2*.
 - 5.2.1. Failure on the part of the CONTRACTOR to comply with the provisions of this Section may result in all appropriate action set forth in the ISFC and FFA Master Contracts.

6.0 INFORMATION TECHNOLOGY

CONTRACTOR shall comply with the information technology requirements as specified in the FFA Master Contract.

PART C: SCOPE OF WORK

1.0 TARGET POPULATION

1.1. TARGET DEMOGRAPHICS

The primary target demographics for ISFC program are children/youth/NMDs ages 6 to 21 years old with serious emotional and behavioral challenges who meet the ISFC eligibility requirements as defined by the Level of Care (LOC) Rate Determination Protocol and are in need of a temporary family setting as an alternative to congregate care in a Short-term Residential Therapeutic Program (STRTP)/Group Home or are in the process of stepping down from an STRTP/Group Home and requires more intensive services to stabilize in a community setting.

1.2. ISFC ELIGIBILITY CRITERIA

- 1.2.1. For Out-of-Home care, the identification of ISFC as an appropriate service for the child shall be in accordance with his or her Child and Family Team and the Levels of Care process designed by the State and COUNTY.
- 1.2.2. LOC approved unmatched children/youth/NMDs shall be referred to and approved by the ISFC Planning Consultation Team comprised of representatives from DMH, DCFS or Probation to determine matching and availability for a potential ISFC home placement.

1.2.3. ISFC children shall meet the LOC ISFC criteria to be eligible for ISFC. The eligibility criteria include but are not limited to confirmed information regarding behaviors that have been presented for the past 6 months and that warrant the need to ensure a safe placement of a child. The eligibility criteria may include one or more of the following:

- Adjudicated violent offenses, significant property damage, and/or sex offenders/perpetrators
- Aggressive and Assaultive
- Animal Cruelty
- Commercial Sexual Exploitation of Children (CSEC)
- Eating Disorder
- Fire Setting
- Gang Activity
- Habitual Runaway
- Habitual Truancy
- Special Health Care Needs (SHCN) Psychiatric Hospitalization(s)
- Severe mental health issues-including suicidal ideation and/or Self Harm
- Substance Use/Abuse

1.2.4. ISFC program allows for no more than three foster children, two of whom may be ISFC eligible child/youth/NMDs, to be placed in an ISFC home unless approved by the Director of DCFS or Chief Probation Officer of the Probation Department.

1.2.5. ISFC children/youth/NMDs shall meet the following criteria:

- (a) Are full-scope Medi-Cal (Title XIX) eligible;
- (b) Have an open Probation and/ or DCFS services case;
- (c) Are completing a publicly funded education program;
- (d) Meet the medical necessity criteria for Specialty Mental Health Services (SMHS)

or,

(e) May have behaviors not otherwise met in a lower level of care.

2.0 REQUIRED SERVICES

2.1. ISFC FFA Master Contract Requirements

ISFC CONTRACTORS shall comply with all Safety, Permanency, and Well-Being/Self-Sufficiency requirements set forth in the Master FFA Contract in addition to the ISFC specific requirements listed in this ISFC SOW.

2.2. Core Services for ISFC CONTRACTORS

As outlined in the Master FFA Statement of Work, there are six core services that must be provided by an FFA. Included below are the expected services for the ISFC FFA programs in Los Angeles COUNTY.

2.2.1 Specialty Mental Health Services (SMHS): At the ISFC level of care in Los Angeles COUNTY, CONTRACTOR shall have a contract with the LA COUNTY DMH under the local Mental Health Plan (MHP) and comply with all of the Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) Medi-Cal SMHS service eligibility, delivery, and expectations outlined in that DMH contract. Los Angeles COUNTY ISFC programs require FFAs providing ISFC services under this contract to either have a contract with Los Angeles COUNTY DMH or obtain a DMH contract within twelve months of ISFC contract execution. FFAs pending DMH contract must have a formal agreement with Los Angeles COUNTY DMH contracted agency for the provision of intensive mental health services as mutually agreed upon with the FFA and DCFS/Probation prior to commencing ISFC service until the DMH contract is executed.

2.2.1.1 Additional services outside the required core SMHS, may or may not be delivered by the ISFC FFA, but may be necessary in the course of treatment of the child.

2.2.1.2 ISFC CONTRACTORS may elect to provide SMHS Therapeutic Family Care Services (TFCS) as prescribed by State Department of Health Care services (DHCS) wherein certain eligible ISFC resource parents provide in-home mental health services in conjunction with the treatment plan and under the clinical supervision of an ISFC FFA Licensed Clinical Supervisor. See All COUNTY Information Notice (ACIN) 1-52-16E and the most current edition of the state Pathways to Mental Health Medi-Cal Manual for ICC, IHBS and TFC.

2.2.2 Transition Services:

As in the Master FFA Statement of Work and State regulations, the ISFC provider must provide support services for the child/youth/NMD entering or leaving the ISFC program and/or home.

2.2.2.1 A primary support service is the initiation and participation of a CFT meeting

2.2.2.2 Such services must include the legally compliant sharing of relevant information between the transferring ISFC agency and the new agency. The information shall include, but is not limited to, medical and educational records in the continuum of care. The appropriate sharing of mental health records is of particular importance for children/youth/NMD entering or leaving an ISFC program.

2.2.2.3 To the extent possible, the child/youth/NMD should participate in the transition planning process in order to ease the transition, including pre-placement visits when appropriate depending upon the ability of the child.

2.2.2.4 Transition services must include family finding efforts that begin at the initial CFT, as well as temporary care to stabilize, support and maintain the placement, such as respite care.

2.2.2.5 The ISFC treatment team shall in collaboration with the CFT, and any other mental health team, determine the frequency and extent of temporary, transitional mental health after care services that may be needed to assist the child/youth/NMDs into the next place of residence.

2.2.3 Supportive Services:

Supportive services are to be provided in an array of domains. In addition, applicable services and supports associated with each life domain, which may include, but are not limited to safety, emotional and psychological well-being, behavioral, family and living situation, social and recreations, cultural and spiritual, educational and vocational, health and developmental shall also be provided. The basic expectations for these services are outlined in the State core services standards for FFAs.

2.2.3.1 Special attention shall be given to the ISFC child/youth/NMD that needs additional, more intensive, or more frequent services

and assistance in these areas given the higher needs associated with the ISFC population.

2.2.3.2 ISFC CONTRACTOR shall conduct as part of the initial Needs and Services Plan (NSP) and subsequent Quarterly Reports, a review of all domains relevant to the child/youth/NMDs and document specifically how the ISFC Social Worker and/or clinical staff will provide the intensive support services in line with the child/youth/NMD's underlying needs.

2.2.3.3 The support services can be provided directly by the ISFC CONTRACTOR or by relevant and appropriately trained community agencies or programs.

2.2.4 Transition to Adulthood Services:

ISFC CONTRACTORS shall provide relevant services, as one of the required FFA core services, to any ISFC transition age child/youth/NMD receiving ISFC services. Those services shall include but are not limited to:

- (1) Training in the interactive life skills including participation in Transitional Independent Living Plans and other programs provided by programs outside of or within the ISFC FFA,
- (2) Development and maintenance of lifelong biological or nonrelated family relationships as well as healthy intimate relationships and practices that express the child/youth/NMD's sexual orientation and/or gender identity,
- (3) Educational preparation and support for vocational colleges and/or public/private universities,
- (4) Employment preparation and support in the development of the professional skills needed in the identification and navigation of the job market,
- (5) Information on housing assistance and options, and
- (6) Linkages to Regional Center and California Children Services (CCS) when appropriate.

2.2.5 Permanency Support Services:

ISFC is intended to be a time-limited intensive support to child/youth/NMDs that requires such intervention and supervision in

order to stabilize their behavioral and mental health and, thereby, increasing chances of successful reunification or achieving other means of permanency.

2.2.5.1 CONTRACTOR shall re-evaluate, the child/youth/NMDs at least every 90 days and as needed, to determine if he or she still meets medical necessity criteria for intensive mental health services, behavioral needs and LOC criteria and create a plan to transition to a lower level of care when appropriate. The re-evaluation process should come from the CFT process. The plan can allow child/youth/NMDs to remain in the ISFC home, but not at the ISFC rate level and service level.

2.2.5.2 CONTRACTOR shall provide ongoing assistance and support services to identify and maintain relationships with parents, siblings, extended family members, tribes or others who are important to the child/youth/NMDs and who may provide a permanent home.

2.2.5.3 CONTRACTOR shall provide assistance and support including, but not limited to, family finding and engagement as well as the provision of such mental health services as family or conjoint therapy and psycho-education that will facilitate the child/youth/NMDs transition to a permanent home and/or to life-long relationships.

2.2.5.4 CONTRACTOR shall via the CFT process, establish a transition plan for any ISFC child/youth/NMD that has stabilized and is determined by a mental health assessment, behavioral needs and LOC criteria to no longer meet the eligibility for ISFC. If the plan is to have the child/youth/NMDs move to a lower level of care home or remain in the same resource home, then the CONTRACTOR shall notify the ISFC Program Manager or designee and the Children Social Worker/Probation Placement Officer to have an LOC redetermination.

2.3. CONTRACTOR shall comply with the following requirements in addition to the core services above:

2.3.1 Adopt and promote a trauma informed culture and understanding so that all members of the ISFC team, including ISFC resource parents, support counselors, therapists, social workers, and permanency partners, shall be trained in the theory, language, and practice of trauma informed care, supervision, and treatment.

- 2.3.2 Ensure a 24-hour, seven (7) day per week qualified on-call ISFC Social Worker or Manager is available to respond to emergency and crisis situations and to oversee the in-person/face to face response to ensure safety and appropriate services, including mental health coverage, are being provided to the child/youth/NMD and to the ISFC Resource Parent.
- 2.3.3 CONTRACTOR shall provide for the ISFC specific selection, training and support of ISFC FFA Social Worker Case Manager and In-Home Support Counselors (IHSC).
 - 2.3.3.1 Caseloads of the CONTRACTOR'S Social Worker Case Managers shall not exceed the ISFC requirements found in WIC 18358 or other regulations related to the provision on ISFC.
 - 2.3.3.2 The CONTRACOTOR shall assign an In-Home Support Counselor (IHSC) to each resource home, as outlined in WIC 18358 or other regulations related to the provision on ISFC.
- 2.3.4 CONTRACTOR shall develop a recordkeeping that clearly documents the placed child/youth/NMD date of intake into ISFC, the delivery of all services and supports to the child.
- 2.3.5 CONTRACTOR shall maintain record keeping of the date of resource parents' ISFC certification, dates and topics of all ISFC resource parent training, dates and topics of all ISFC staff training, and all of the requirements set down by CCLD and the County FFA and ISFC contracts.
- 2.3.6 CONTRACTOR shall conduct initial and continued evaluation and assessment of the ISFC resource parents and homes whenever there is a change in household membership, location, service delivery, health or other circumstance that could potentially affect stability of the placement, the safety, and/or the quality of the ISFC services for the placed child/youth/NMD.
- 2.3.7 CONTRACTOR shall collaborate with the COUNTY ISFC Program Manager and when appropriate, with the ISFC Planning Consultation Team in the matching process prior to the suitable placement of eligible unmatched ISFC child/youth/NMDs into the ISFC homes.
 - 2.3.7.1 ISFC program allows for no more than three foster children, two of whom may be ISFC eligible children/youth/NMDs, to be placed in an ISFC home. In compelling circumstances, such as to accommodate a pre-existing relationship, additional placements can be approved by the Director of DCFS or Chief

Probation Officer of the Probation Department. An assessment of risk and compatibility needs to be completed prior to any additional eligible/non-eligible child/youth/NMD being placed in the home and any child/youth/NMD placed under these circumstances must have an NSP that ensures timely support and services. (AB 819).

- 2.3.8 CONTRACTOR shall develop and update the initial NSP and Quarterly Reports in consultation with the CFT to address the unique needs and strengths of each child and describe the specific underlying needs of the child/youth/NMD and the appropriate ISFC Level of Care Rate that ensures continuity and stability of placement, consistent with child/youth/NMDs mental health treatment plan and goals and includes a plan for planned and crisis respite care.
- 2.3.9 CONTRACTOR shall establish and maintain written policies and protocols on the areas listed below that can be made available to the Children Social Worker/Probation Placement Officer and ISFC Program Managers and DMH ISFC Program Administrators upon request:
- (a) CONTRACTOR'S approach to the recruitment, selection, orientation, and training of ISFC Resource Parents and to the extent possible, outreach to potential ISFC Resource Parents that have a background in special education, psychological counseling, nursing, or child development and who are able to meet the needs of children/youth/NMDs as identified by the placing agency.
 - (b) An ISFC resource parent support plan that sets out a strategy for regular individual and group support activities, training expectations, and provision for specific self-care and respite options, with the latter in compliance with both State and COUNTY respite guidelines
 - (c) Specific protocol for keeping child/youth/NMD safe including but not limited to, responding to self-harming and suicide attempts, runaways, sexual acting out, violent or assaultive behavior, or other high risk behaviors, as well as a protocol to follow up on any such safety risks by developing a set of interventions to reduce or eliminate future episodes, including a plan for 24-hour, seven (7) day per week in-person/face to face response by ISFC staff to the home or other locations when needed.
 - (d) Collaborate with the Children Social Worker/Probation Placement Officer on the organization and coordination of Child and Family Team (CFT) meetings in the development of all service and treatment plans.

3.0 ISFC RATES AND LEVELS OF SERVICE

ISFC services are tailored specifically to meet the needs of child/youth/NMDs that meet the eligibility requirements. ISFC is a time-limited mechanism for mental health and behavioral intervention to stabilize the child/youth/NMD to: reunify with their families, other permanent option, or to lower levels of foster care, or achieve self-sufficiency.

3.1 The monthly rate for ISFC services is set by CDSS Foster Care Rates Bureau (FCRB). The ISFC rates are based on the level of care provided to the ISFC eligible child/youth/NMD. The rate is specifically for the care and supervision of the child/youth/NMDs and not for mental health or behavioral services. The monthly rate is subject to change through future legislative modifications.

3.2 ISFC receives the highest rate level for foster care as determined by [WIC 18360](#), http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=18358.30.&lawCode=WIC, All COUNTY Letter (ACL) no. [19-70](#), <http://www.cdss.ca.gov/Portals/9/ACL/2019/19-70.pdf?ver=2019-07-11-13929-230> or any All COUNTY Letter superseding it. The FCRB monthly rate is broken down in to the following components:

- ISFC Resource Parent
- ISFC Administrative Costs
- Social Services and Support

3.3 For this monthly rate, the CONTRACTOR shall:

- 3.3.1 CONTRACTOR shall designate a qualified staff as Program Manager for the ISFC services.
- 3.3.2 CONTRACTOR shall perform activities necessary for the administration of the program including recruitment, training, approving, and monitoring of the ISFC resource parents.
- 3.3.3 The CONTRACTOR Program Manager shall attend and participate in the Roundtable meetings organized by COUNTY Program Managers as well as periodic workgroups or events designed to assist the CONTRACTOR in program implementation as well as resource parent recruitment, training and certification.
- 3.3.4 CONTRACTOR shall provide social work case management services in compliance with the State ISFC statutes in WIC.

- 3.3.5 CONTRACTOR shall ensure that each placed ISFC child/youth/NMD will, in consultation with the CFT, provide ongoing assessments at least initially at intake and every three months thereafter, to determine if ISFC best meets their needs or if a redetermination needs to be considered.
- 3.3.6 The CONTRACTOR shall pay no less than the rate specified in ACL 19-70, any ACL superseding it, or the amount stipulated by the Welfare and Institution Code per child/youth/NMDs per month to the ISFC Resource Parent. This amount is subject to change in response to legislative updates or modifications related to increases in the California Necessities Index.
- 3.4 CONTRACTOR will ensure that all documentation and case notes supporting the monthly reimbursements for care and supervision are updated no less than 30 days from service provision. All documentation supporting other funding sources such as Medi-Cal reimbursement for mental health services as stipulated in the State Pathways to Mental Health, ICC, IHBS, TFC Manual are filed separately and updated timely in compliance with the CONTRACTOR'S DMH contract and Medi-Cal Standards.

4.0 STAFF QUALIFICATIONS AND REQUIREMENTS

- 4.1 The CONTRACTOR shall provide the following staff: (1) a Social Worker (2) an In-Home Support Counselor (IHSC), (3) on-call 24/7 qualified staff for in-person/ face to face crisis intervention, (4) Mental Health Clinicians, (5) ISFC Resource Parents, (6) other support staff as needed, and (7) relevant supervisors and administrators. Mental Health Clinicians are not required to be a part of the team, when the youth does not meet medical necessity.
- 4.2 The CONTRACTOR shall ensure its ISFC staff meets the State's ISFC qualifications, training, and duty requirements as outlined in WIC 18360 or other statutes relevant to ISFC as well as COUNTY FFA Master Contract requirements where they are more restrictive than those of the State ISFC regulations. IHSC's shall meet the requirement as defined by the State ACL 18-25 for support staff which requires a BA and 6 months of experience in working with children/youth who have serious emotional or behavioral needs or children/youth who have special needs including, but not limited to, intensive medical needs or a minimum of an associate's degree and one year of experience in working with children/youth who have serious emotional or behavioral needs, or children/youth who have special needs including, but not limited to, intensive medical needs. All ISFC staff must complete the training for ISFC prior to working with child/youth/ NMDs.
 - 4.2.1 For any waivers or exceptions to these requirements that are allowed by State regulation, CONTRACTOR shall submit a request for such

approval to the COUNTY ISFC Program Manager before allowing the staff in question to begin delivering the service.

- 4.3 For any ISFC staff that provide mental health services billable to Medi-Cal, CONTRACTOR shall ensure services are clearly recorded in the appropriate mental health records of the child/youth/NMD to indicate the time and duration of delivery of each type of service per COUNTY DMH standards and ensure a summary of these services within Health Insurance Portability and Accountability Act (HIPAA) requirements are also recorded in the social worker records for the child/youth/NMD.
- 4.4 For any ISFC Social Worker and IHSC that provide services to the child/youth/NMDs and family, CONTRACTOR shall ensure services are clearly recorded in the appropriate case file of the child/youth/NMDs to indicate the time and duration of delivery of each type of service and that a summary of these services included.
- 4.5 CONTRACTOR shall ensure they have a dedicated Resource Parent Recruiter/Trainer. The Contractor shall provide a monthly report on all the ISFC recruitment and training activities. The Recruiter/Trainer focuses on the recruitment of ISFC Foster Parents and oversees the development of the ISFC foster parent training and pre-service training. The Recruiter/Trainer should have an educational background in a relevant field (e.g., social work, psychology, child development) and experience in working with child/youth/NMDs in residential and/or foster care. The Recruiter/Trainer should demonstrate ability to engage with families; proficiency in teaching and public speaking; and ability to collaborate with members of a team.

4.6 Mental Health Staff Qualifications and Services:

CONTRACTOR shall provide intensive mental health services to ISFC child/youth/NMD under care and supervision that comply with the CONTRACTOR'S DMH Contract, the State Pathways to Mental Health Medi-Cal Manual for ICC, IHBS and TFC, and professional standards of practice as directed by COUNTY DMH. Los Angeles COUNTY ISFC programs require FFAs providing ISFC services under this contract to either have a contract with Los Angeles COUNTY DMH or obtain a DMH contract within twelve months of ISFC contract execution. FFAs pending DMH contract must have a formal agreement with Los Angeles COUNTY DMH contracted agency for the provision of intensive mental health services as mutually agreed upon with the FFA and DCFS/Probation prior to commencing ISFC service until the DMH contract is executed.

4.7 Other Specialized Staff and Administrators:

- 4.7.1 CONTRACTOR may utilize specialized staff or administrators who are not on-going members of the ISFC team to perform functions related to the ISFC program such as: recruitment, orientation and training of ISFC resource parents, or educational liaisons among other activities that reflect more generalized FFA duties. This function would exclude direct service team members.
- 4.7.2 CONTRACTOR shall ensure that (a) each specialized staff or administrator has the education, training and experience to provide the specialized service to ISFC child/youth/NMDs or ISFC resource parents; and (b) each specialized staff or administrator is trained on the policies and principles of ISFC and how these policies and principles relate to the specialized function they perform.

5.0 ISFC RESOURCE PARENT QUALIFICATIONS AND REQUIREMENTS

5.1 Certification of ISFC resource parents:

- 5.1.1 All ISFC Resource Parents must first meet State RFA standards and requirements.
- 5.1.2 ISFC Resource Parents shall meet one or both of the two ISFC caregiver levels: (1) standard ISFC Resource Parents or (2) more highly trained and clinically supervised TFCS Resource Parents that assist in the provision of mental health services to the ISFC child/youth/NMDs in their home. CONTRACTOR is to recruit, train, and support both pools of caregivers with the intent to promote and sustain their role as the primary agent of change for the placed child/youth/NMDs in their ISFC home.

5.2 ISFC Resource Parent Qualifications

- 5.2.1 CONTRACTOR shall ensure that the ISFC Resource Parent meets the State RFA requirements.
- 5.2.2 CONTRACTOR shall ensure that the ISFC Resource Parent receives the specialized pre-service, supplemental and specialized ISFC training as outlined in WIC 18358 or other current State standards and regulations for ISFC.
 - 5.2.2.1 CONTRACTOR shall ensure that during the certification and recertification process, a thorough assessment will be made regarding the history of, attitude towards, and temperament of the prospective ISFC resource parent (including other adults living in the home or substitute care givers) regarding the use of discipline. The date of the assessment and any relevant

comments or concerns shall be retained in the ISFC resource parent's file in the FFA records.

5.2.2.2 CONTRACTOR shall ensure that during the certification and recertification process the prospective or current ISFC resource parent's trauma history and his or her subsequent understanding of how it may have affected his or her own life or their ability to work with ISFC child/youth/NMDs is clearly assessed with the date of the assessment and any relevant comments or concerns shall be retained in the ISFC resource parent's file in the FFA records.

5.2.3 Based on the information provided by the COUNTY ISFC Program Manager or designee the CONTRACTOR shall make a determination on the suitability of the prospective and current ISFC Resource Parent's ability to provide care and supervision for ISFC child/youth/NMDs.

5.2.4 CONTRACTOR shall notify the COUNTY ISFC Program Manager or designee of CCLD exemptions granted for the prospective ISFC resource parent and any other adults living in or regularly visiting the home prior to certifying any resource parent.

5.2.5 CONTRACTOR shall monitor the documentation of all ISFC resource parents to ensure that it clearly delineates the non-Medi-Cal care and supervision activities from the Medi-Cal mental health activities.

5.3 Training Requirements:

CONTRACTOR shall provide a process to train and document the training of all prospective or current ISFC resource parents, including respite resource parents. CONTRACTOR shall ensure that the training schedule and hours comply with current State and COUNTY requirements for ISFC pre-service and continuing service hours and topics.

5.3.1 Training Hours: The State required pre-service and subsequent year training hours and topics as outlined in WIC 18358 or other requirements relevant to ISFC shall be delivered and documented by the CONTRACTOR.

5.3.2 Training for ISFC resource parents shall include a minimum of 40 hours of pre-placement training, (Those who have completed 12 hours of preapproval caregiver training during the RFA process only need an additional 28 hours to complete the required 40 hours of pre-placement training).

- 5.3.3 For a FFH or Certified Family Home, up to 12 hours of preplacement training as required by HSC Section 1517 may be counted towards the 40-hour requirement.
- 5.3.4 If the ISFC resource family is caring for children with special health care needs, training hours may be satisfied on an hour-by-hour basis for the training received pursuant to WIC Section 17731(c).
- 5.3.5 In a two-parent household, placement of an eligible child may be made once at least one of the resource parents has completed 40 hours of pre-placement training as long as the second parent has completed 20 hours of pre-placement training. In such a circumstance, the second parent must complete the remaining 20 hours of preplacement training within 12 months of placement of the child.
- 5.3.6 The 40 hours of pre-placement training must include information relating to working with children who have experienced trauma, behavior de-escalation techniques and cardiopulmonary resuscitation and first aid. The pre-placement training may be customized to each resource parent based on the child the family intends to serve. Additional pre-placement training subject matter topics may be required by the COUNTY placing agency, depending on the special needs of an eligible child/youth to be placed with the ISFC resource family.
- 5.3.7 Ongoing Training-ISFC resource parents must complete 24 hours of ongoing training within 12 months of the placement of an eligible child/youth, and 12 hours per year for each year thereafter. Eight hours of this required training may be satisfied each year through annual RFA caregiver training or for FFHs or Certified Family Homes, annual training received required by that licensure or certification. As with initial training, if the ISFC resource family is caring for children with special health care needs, training hours may be satisfied on an hour-by-hour basis for the training received pursuant to WIC Section 17731(c).
- 5.3.8 For two-parent ISFC resource families, at least one of the parents must complete 24 hours of training within 12 months of the placement. Additionally, each parent must complete 12 hours per year for each year thereafter.

5.4 ISFC Resource Parent Support:

CONTRACTOR shall design, implement and document a support process of each ISFC resource parent including respite caregivers and/or temporary substitute caregivers as appropriate and in compliance with State and COUNTY respite guidelines. Support activities shall include: (1) monthly resource parent support meetings; (2) respite care plan; (3) resource parent warm line; (4) self-care training and activities; (5) communication system (e.g.,

face-to-face, telephonic, electronic) for the ISFC FFA staff to collect feedback at least three to five times a week.

6.0 MONITORING REQUIREMENTS:

6.1 CONTRACTOR shall monitor all ISFC resource parents to ensure: (1) the well-being of emotionally disturbed child/youth/NMD under their care; (2) participation in initial and ongoing in-service training; (3) demonstration of an understanding of and ability to meet the needs of emotionally disturbed child/youth/NMDs; (4) participation in the development and implementation of individual case and treatment plans for the child/youth/NMDs in the ISFC team and as appropriate, the CFT meetings; (5) the timely and thorough attention and follow up for all medical and dental needs; (6) timely reports of all serious incidents, including any use of physical contact to discipline or manage per State regulations, laws, and COUNTY policy.

6.2 Required Notifications on Changes in ISFC Resource Homes

6.2.1 CONTRACTOR shall ensure that all changes in an ISFC Resource Parent status be reported within three (3) business days of learning of the change to the COUNTY ISFC Program Manager or designee via email. The report is to include the name, address, telephone contact of the Resource Parent and a specific description of the reason for the change in status: (a) newly approved ISFC homes, (b) newly disapproved ISFC homes, (c) homes transitioning to or from ISFC Respite Only homes, (d) homes that have moved to inactive status resulting from no ISFC child/youth/NMD in the home for 30 or more days (e) homes transitioning on or off a voluntary or involuntary suspension of ISFC services whether initiated by the Resource Parent, FFA, DCFS Out-of-Home Care Management Division (OHCMD) or DCFS Contracts Administration Division (CAD) or Probation Placement Permanency & Quality Assurance (PPQA), and (f) any other status change that affects the ISFC resource parents ability to have an ISFC child/youth/NMDs under their care.

6.2.2 CONTRACTOR shall ensure that any pending premature termination of an ISFC child/youth/NMDs placement in an ISFC Resource Home be reported to COUNTY ISFC Program Manager via email within twenty-four (24) hours, or by the end of the next business day. In this subsection, "pending premature termination" is defined as one of the following circumstances that may not require the filing of an SIR: discussion with ISFC resource parent of a notice to terminate services, sudden changes in the ISFC Resource Home household due to illness, job loss, addition or loss of a significant household member, urgent family matters, or any other significant life event experienced by members of the household that may affect the ISFC services and placement to the ISFC child/youth/NMDs in residence.

PART D: SERVICE TASKS TO ACHIEVE PERFORMANCE OUTCOME GOALS

1.0 Intake:

CONTRACTOR shall ensure that every unmatched child/youth/NMD placed into an ISFC program has been screened by the ISFC Planning Consultation Team as eligible for ISFC services via the COUNTY Program Manager or designee.

1.1 Matching of Eligible ISFC child/youth/NMD with ISFC Resource Parents:

- 1.1.1 CONTRACTOR shall ensure that the FFA ISFC staff contact and collaborate with the Children Social Worker/Probation Placement Officer and the COUNTY Program Managers to collect relevant information about the child/youth/NMDs, his or her family, educational needs, mental health needs, court orders, case plan, visitation and availability and to determine the suitability of the potential match and placement.
- 1.1.2 CONTRACTOR shall ensure that the FFA ISFC intake staff contact and collaborate with the COUNTY Program Managers to ensure child/youth/NMD on the eligibility list are given priority. CONTRACTOR shall give priority to those on the waitlist for any open ISFC available resource family appropriate to the population served in that home.
- 1.1.3 CONTRACTORS shall collaborate with the COUNTY ISFC Program Managers prior to intake in a pre-placement teleconference to review ISFC child/youth/NMD's need for ISFC services and to identify ISFC Resource Parents who can provide appropriate care and supervision to the specific child under review. The pre- placement teleconference will be required for all cases, including both matched and unmatched youth. The accepting agency for a child/youth/NMD is required to inform the COUNTY within two (2) business days of the pre-placement teleconference to provide a placement date or detailed reason for denial.
- 1.1.4 Prior to placement, CONTRACTOR'S ISFC staff in collaboration with the child/youth/NMDs Children Social Worker/Probation Placement Officer may arrange for pre-placement visits if it is determined by the CFT that such visits would benefit the child/youth/NMD's transition into the ISFC home and not cause any undue emotional distress related to current or past experiences.
- 1.1.5 If at any point prior to the placement CFT, the Children Social Worker/Probation Placement Officer or the ISFC Planning Consultation Team can demonstrate that the child/youth/NMD needs may not adequately be met in the proposed ISFC resource home based on existing documentation, CONTRACTOR shall be notified immediately

that they cannot place the child/youth/NMDs with that ISFC resource parent.

- 1.1.6 CONTRACTORS shall notify COUNTY ISFC Program Manager or designee within two business days after the pre-placement teleconference, by electronic mail, the name and address of the ISFC Resource Parent and the placement date so that the COUNTY ISFC Program Manager or designee can provide the placing Children's Social Worker/Probation Placement Officer an official letter stating that the ISFC placement has been approved so the appropriate placement papers can be generated and the ISFC rate can be uploaded into the payment system.
- 1.2 Risk and Compatibility Study Prior to the Placement of More Than One child/youth/NMD in a ISFC Resource Home:
 - 1.2.1 CONTRACTOR shall comply with the State regulations on the number of child/youth/NMDs allowed in an ISFC Resource Home as outlined in WIC 18358 or other relevant statutes for ISFC capacity which limits the number of ISFC child/youth/NMDs in the ISFC home.
 - 1.2.2 The ISFC program allows for no more than three foster children/youth/NMDs to be placed in an ISFC home. In the event that the Director of DCFS or the Chief Probation Officer of the Probation Department deems that compelling circumstances justify more than three children/youth/NMDs being placed in the home, a risk and compatibility study must be completed and the CFT must be consulted prior to the placement.
 - 1.2.3 Prior to placement of a second ISFC child/youth/NMD, or any subsequent child/youth/NMD or sibling placement a licensed FFA operating as an ISFC program must provide each COUNTY placing agency with a written assessment of the risk and compatibility of placing subsequent foster children. Placement may be made if approved by the placing COUNTY agency and considering the recommendations of the CFT.
 - 1.2.4 CONTRACTOR shall obtain approval from the COUNTY or from the DCFS ISFC Program Manager, prior to the placement of more than one child/youth/NMDs in an ISFC Resource Home by submitting a written assessment of the risks and compatibility of placing child/youth/NMDs together who are emotionally disturbed or who have serious behavioral problems.
 - 1.2.5 CONTRACTOR shall reassess an ISFC Family Home whenever there is a major event in the family (e.g., death, divorce, marriage, birth of another child, serious illness, loss of job, and so forth) or a Serious

Incident Report with the ISFC child/youth/NMDs that raises concerns about their care and supervision. CONTRACTOR shall retain the reassessments, document any problems, and record how the problem was solved.

1.3 Intentionally Left Blank

1.4 Denial of Placement of child/youth/NMDs Who Do Not Meet the License or Program Statement Criteria:

1.4.1 CONTRACTOR is responsible for providing the reason for denial of placement of the child/youth/NMD within 2 business days from the pre-placement teleconference.

2.0 Safety Response, Planning, and Notifications

2.1 CONTRACTOR'S ISFC Social Worker and Clinical Staff and the ISFC resource parents shall be trained to implement safety and preventive measures to respond to any self-harming and/or other behaviors that pose risk to the child/youth/NMDs or others. If, after all relevant safety and preventive measures have been exhausted and the placed child/youth/NMDs needs an emergency psychiatric assessment for acute psychiatric hospitalization; or exhibit escalating behaviors indicating danger to self or others, CONTRACTOR shall contact the DMH 24/7 ACCESS/Psychiatric Mobile Response TEAM (PMRT) 1-800-854-7771 or 9-1-1 if the behaviors demonstrate immediate danger. Also they are to notify the Children Social Worker/Probation Placement Officer and COUNTY ISFC Program Manager.

2.2 CONTRACTOR will ensure that the ISFC Social Worker, IHSC, or other relevant administrator or staff, notify the COUNTY ISFC Program Manager, or designees, via email within 1 (one) business day for all incidents that indicate a sign of threat or continued risk to the physical or mental health status of the ISFC child/youth/NMDs including all such incidents that require a Serious Incident Report (SIR) on the i-Track System.

2.3 In the event of an emergency, CONTRACTOR may move the placed child/youth/NMD to another ISFC Resource Home or ISFC Respite Home within their agencies without prior authorization from the Children Social Worker/Probation Placement Officer. For the purposes of this paragraph, an emergency is defined as any situation that threatens the health and safety of the placed child/youth/NMDs or others in the Resource Home.

2.4 In the event of an emergency replacement, CONTRACTOR shall make every effort to keep the child/youth/NMDs in the same school.

2.5 CONTRACTOR shall notify the placed child's Children's Social Worker/Probation Placement Officer, the Supervising Children's Social

- Worker/Probation Placement Officer's Supervisor, the Children's Social Worker/Probation Placement Officer's Supervisor's Manager and COUNTY ISFC Program Manager or designee regarding the emergency replacement. Notification shall be made as soon as possible but no later than 24 hours after the placed child/youth/NMDs is moved.
- 2.6 After business hours emergency replacement, CONTRACTOR shall notify the Child Protection Hotline (800-540-4000) with a follow-up email to the Children's Social Worker/Probation Placement Officer, the Supervising Children's Social Worker/Probation Placement Officer's Supervisor, the Children's Social Worker/Probation Placement Officer's Supervisor's Administrator and COUNTY ISFC Program Manager or designee by the end of the next business day.
- 2.7 CONTRACTOR shall discuss the situation that led to the emergency replacement with the Children's Social Worker/Probation Placement Officer or the Supervising Children's Social Worker/Probation Placement Officer's Supervisor and COUNTY Program Manager Representative and document the conversation and decision in the respective case. Further, a CFT will also be held as soon as possible after the incident to provide or update a safety plan.
- 2.8 Child/youth/NMDs Referred to a Psychiatric Hospital
- 2.8.1 CONTRACTOR shall comply with the following:
- Notify the COUNTY ISFC Program Manager or designee and Children Social Worker/Probation Placement Officer as soon as possible, but not later than the next business day and complete an SIR.
 - Participate in case conferences, hospital discharge conference and/or the CFT meetings for the placed child/youth/NMDs referred to a psychiatric hospital.
 - Continue to provide the services to the extent possible to the placed child/youth/NMDs during the hospitalization.
 - Ensure the ISFC resource parent or the FFA's ISFC staff visit the child/youth/NMDs during the hospitalization and/or maintain contact by telephone unless otherwise directed by the hospital medical staff.
 - Keep the ISFC bed open for no more than 14 days; however, if the 14-day bed hold expires, CONTRACTOR shall collaborate with the Children Social Worker/Probation Placement Officer and COUNTY ISFC Program Manager to close the placement and re-open it when the child/youth/NMDs returns.

- Allow a child/youth/NMDs to return to the program following a hospitalization discharge up to 2 weeks from the hospital entry and initiate a CFT meeting within 24 hours of their return to the home.
- Exceptions to the above re-admission rules are allowed only when:
 - CFT, including the Children Social Worker/Probation Placement Officer, decides not to return the child/youth/NMDs to the ISFC Resource Home
 - CONTRACTOR and the Children Social Worker/Probation Placement Officer mutually agree that the re-admission jeopardizes the immediate health and safety of the child/youth/NMDs or others in the home
 - In both cases, CONTRACTOR shall immediately notify the COUNTY ISFC Program Manager or designee of the decision not to re-admit by telephone and follow up with an electronic mail message by the end of the next business day with a statement describing the reasons for not accepting the child back into the home.

3.0 Service Delivery

CONTRACTOR shall provide all Core Services outlined in the CDSS FFA Licensing Standards above in addition to COUNTY ISFC services.

- 3.1 CONTRACTOR shall ensure that all members of the ISFC team (social work case managers, in-home support counselors, mental health clinicians and other relevant professionals when appropriate) meet regularly, on face-to-face at a minimum, once a week to review, track and adapt as necessary the plans for the ISFC child/youth/NMDs
- 3.2 CONTRACTOR shall have the ISFC Resource Parent participate in the ISFC and Child and Family team meetings whenever possible but no less than 1 time per month.
- 3.3 CONTRACTOR shall ensure that the ISFC team makes and documents attempts to engage relevant community or professional partners and informal supports for the ISFC child/youth/NMD in order to obtain information on the strengths and needs of the child/youth/NMD to assist the ISFC team in evaluating the individualized plan for the child/youth/NMD. Moreover, such partners and informal supports should be invited to participate in CFT meetings when appropriate.
- 3.4 CONTRACTOR shall ensure that the ISFC team documents appropriate respite strategies for each ISFC child/youth/NMD and ISFC resource parent

within the first 30 days of placement in preparation for the healthy and emotionally supportive respite or substitute caregiver option. The documentation shall be in the initial Needs and Services Plan or in the case file. The respite plan shall also be reviewed by the child/youth/NMDs, ISFC team, and CFT on a quarterly basis or more if needed and documented in the case file or Quarterly Report. The respite plan shall be in compliance with the State and COUNTY respite guidelines.

3.5 Mental Health Service Delivery

CONTRACTOR shall (a) develop a treatment plan for all ISFC child/youth/NMDs in the CFT and (b) ensure the necessary mental health/psychiatric services in the plan comply with the CONTRACTOR's DMH Legal Entity contract and the Short-Doyle/Medi-Cal Organizational Provider's Manual; and (c) document all relevant treatment services as stipulated in the Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home-Based Services (IHBS), and Therapeutic Foster Care (TFC) for Medi-Cal Beneficiaries (Third Edition) and the DMH. Guide to Procedure Codes for Claiming Mental Health Services. Los Angeles COUNTY ISFC programs require FFAs providing ISFC services under this contract to either have a contract with Los Angeles COUNTY DMH or obtain a DMH contract within twelve months of ISFC contract execution. FFAs pending DMH contract must have a formal agreement with Los Angeles COUNTY DMH contracted agency for the provision of intensive mental health services as mutually agreed upon with the FFA and DCFS/Probation prior to commencing ISFC service until the DMH contract is executed.

3.5.1 CONTRACTOR shall verify and document in the case file that the selected clinician or specialist, from outside of the agency, meets all professional standards (i.e., license, certification, training and experience) to provide the specialized service. CONTRACTOR will ensure the information is shared with the ISFC team working with the child/youth/NMDs and with the Children Social Worker/Probation Placement Officer.

3.5.2 CONTRACTOR shall ensure that the ISFC mental health practitioners participate in the CFT meetings as appropriate for any ISFC child/youth/NMDs under their clinical care.

3.5.3 Administration of Prescription and Non-Prescription Medications:

3.5.3.1 CONTRACTOR shall comply with the FFA Master Contract regarding the administration and management of prescribed and over-the-counter medications.

- 3.5.3.2 CONTRACTOR shall comply with all State and COUNTY regulations in the approval, administration and management of all psychotropic medications prescribed to the ISFC child/youth/NMDs.
- 3.5.3.3 CONTRACTOR shall have a formal plan for emergency provision of psychiatric and medication evaluations by a Board Certified Child Psychiatrist, either on staff or subcontracted, or obtained through written agreement for fee-for-service and who is licensed and certified to treat child/youth/NMDs.
- 3.5.3.4 CONTRACTOR shall arrange a consultation or case review for those child/youth/NMDs that have been in ISFC foster care for over 12 consecutive months and every 6 months thereafter, to determine if ISFC is the most appropriate level of care to address the child/youth/NMDs readiness for graduation and LOC redetermination.

4.0 Discharge Planning

CONTRACTOR shall agree that the primary goal of the ISFC Program is to seek and maintain stability in placement for ISFC child/youth/NMD so that they can successfully reach stabilization and no longer require intensive supervision or mental health interventions. All reasonable efforts shall be made to stabilize the placement and, when appropriate, to consult with the COUNTY ISFC Program Manager and DMH ISFC Program Administrators whether additional services may prevent an unnecessary replacement from the ISFC Resource Home.

- 4.1 CONTRACTOR shall notify the Children's Social Worker/Probation Placement Officer and COUNTY ISFC Program Manager or designee, or ISFC DMH Administrator via electronic mail as soon as the CONTRACTOR becomes aware but within no more than 3 business days of an issue that may lead to replacement.
- 4.2 CONTRACTOR shall convene or participate in a case conference or CFT meeting to determine whether the child/youth/NMD placement may be stabilized and/or additional services may be provided without removing them from the ISFC Resource Home, including in-home crisis stabilization services.
- 4.3 CONTRACTOR shall document efforts to stabilize and maintain the child/youth/NMDs in placement, including existing and additional mental health services, daily resource parent support telephone check-ins and in-home crisis stabilization services, in advance of any anticipated replacement. CONTRACTOR shall ensure that the ISFC resource parent cannot refuse any mental health services determined necessary by the treatment team.

4.4 When all the alternatives have been exhausted, CONTRACTOR will provide Notice of Intent to Discharge to the Children's Social Worker/Probation Placement Officer and the COUNTY ISFC Program Manager no less than fourteen (14) days prior to the anticipated discharge date unless it is agreed upon at the case conference that less notice is necessary due to an immediate threat to the health and safety of the placed child/youth/NMDs or others.

4.5 Prior to discharging a placed ISFC Child/Youth/NMD:

- CONTRACTOR shall notify the intent to discharge via electronic mail to the Children's Social Worker/Probation Placement Officer, Supervising Children's Social Worker's/Probation Placement Officer's Supervisor, and the Children's Social Worker/Probation Placement Officer Supervisor's Manager, as well as the COUNTY ISFC Program Manager or designee.
- CONTRACTOR shall also make direct contact with the Children's Social Worker/Probation Placement Officer and COUNTY ISFC Program Manager or designee regarding the intent to discharge.
- If the assigned Children's Social Worker/Probation Placement Officer is not responsive to requests to grant authorization or unreasonably delays authorization for CONTRACTOR to move a placed child/youth/NMDs from one home to another, CONTRACTOR shall escalate the request to the attention of Supervising Children's Social Worker/Probation Placement Officer's Supervisors and to COUNTY ISFC Program Manager and the COUNTY ISFC Program Managers.

4.6 CONTRACTOR shall monitor for compliance and ensure that ISFC mental health transitional or after care services are delivered to the ISFC child/youth/NMDs until a planned transition to other mental health services have begun. Arranging a consultation with DMH to identify alternative mental health services is encouraged whenever possible.

5.0 MANDATORY REPORTS

ISFC child/youth/NMD shall receive timely individualized and comprehensive Needs and Services Plans (NSP) and Quarterly Reports as outlined in the FFA Master SOW. The ISFC NSP and Quarterly Reports shall include:

5.1 ISFC Needs and Services Plan/Quarterly Report

- 5.1.1 CFT suggestions and mental health assessment recommendations and relevant aspects of the child/youth/NMD treatment plan shall be incorporated into the development of the NSPs.
- 5.1.2 CONTRACTOR'S ISFC Social Worker and IHSC shall develop comprehensive and individualized NSPs with specific and measureable

goals, objectives and interventions in collaboration with CFT that reflect the intensive level of supervision and services for an ISFC child/youth/NMD.

5.1.3 CONTRACTOR shall ensure that the NSP clearly documents that the child/youth/NMDs is in an ISFC Program;

5.1.4 Any changes to the NSPs/Quarterly Reports shall include in addition to the require FFA SOW requirements the following:

- (1) The placed child/youth/NMDs adjustment to placement and to ISFC team;
- (2) The need for continuing services at the current ISFC Rate/Services;
- (3) The need for (any) modification in level of services;
- (4) Respite plan and implementation strategies;
- (5) Status and progress in the ISFC clinical treatment plan and services;
- (6) Discharge transition planning;
- (7) Recommendation regarding the feasibility of the placed child/youth/NMDs return to their home, placement in a lower level of care in the community, to a higher level of care in a STRTP, or move to independent living;
- (8) Documentation of divergent opinions or concerns offered by the CFT.

5.2 Record Keeping/Confidentiality

5.2.1 CONTRACTOR shall comply with the record keeping and confidentiality requirements as specified in the FFA Master SOW and Contract

5.2.2 CONTRACTOR shall ensure that the ISFC child/youth/NMD mental health and social worker files are maintained separately in compliance with the Health Insurance Portability and Accountability Act (HIPAA) standards.

5.3 Data

5.3.1 CONTRACTOR shall provide weekly census data for each of the ISFC homes to ISFC Program Manager or designee. Census data could include but not limited to information about the child/youth/NMD and ISFC homes (1) demographics, birth date, gender, and ethnicity; (2) referring COUNTY department; (3) enrollment and disenrollment dates;

(4) reason for disenrollment (5) outcome measures for safety, permanence, and well-being/self- sufficiency. The frequency of these reports could include weekly, monthly, quarterly and annual updates.

- 5.3.2 CONTRACTOR shall have and maintain the ability to collect, manage and submit data as directed by the COUNTY to demonstrate client outcomes, inclusive of guidelines set forth by the COUNTY and the State. Contractor shall work with the COUNTY to develop and implement client profiling and tracking systems which include client characteristics and demographics, collection and reporting of data on the outcomes and objectives, method of monitoring the quality of services provided by Contract including a qualitative review and survey instruments. Contractor shall perform data entry to support these activities.

CONTRACTOR will incorporate and use the data specification and reporting templates provided by the COUNTY as needed, prior to each COUNTY designated reporting period.

6.0 TRAINING

In addition to State and COUNTY mandated training outlined in the FFA Master SOW and Contract, CONTRACTOR shall have and update as necessary a comprehensive training plan for ISFC team members, ISFC Resource Parents, and FFA staff and volunteers working with ISFC child/youth/NMD in compliance with State regulations and COUNTY guidelines.

6.1 Training Requirements for ISFC Team Members, ISFC Resource Parents, and FFA Staff and Volunteers

- 6.1.1 CONTRACTOR shall develop comprehensive trauma-responsive and culturally sensitive training plan, to include sexually attached behavior or offenses, Developmental Disabilities, Child Sex Trafficking, etc. for staff, volunteers and the ISFC resource parents and shall be made available upon request.
- 6.1.2 CONTRACTOR shall maintain the individual records of training completed by all ISFC team members including the ISFC Resource Parents and shall be made available upon request.
- 6.1.3 CONTRACTOR shall develop, maintain and make available upon request, a separate individualized recordkeeping system that specifically identifies the dates, hours, and topics for all In-Home Support Counselors (IHSCs) and ISFC Resource Parents pursuant to WIC 18360 or other regulations relevant to ISFC services training requirements and the topics listed.

- 6.1.4 CONTRACTOR shall monitor and ensure that each ISFC Resource Parent's cardiopulmonary resuscitation (CPR) and First Aid are current. The completion of CPR and First Aid shall be in addition to below required training hours for certification and recertification.
- 6.1.5 CONTRACTOR shall utilize the COUNTY approved curriculum training as the basis of the required ISFC forty (40) hour pre-service training hours as described in this SOW.
- 6.1.6 CONTRACTOR shall ensure that the State and COUNTY required pre-service and in-service training hours for ISFC IHSCs and ISFC Resource Parents shall include, but are not limited to, the following:
- (a) Working with Abused and Neglected Children
 - (b) Behavioral de-escalation techniques
 - (c) Cardiopulmonary Resuscitation (CPR)
 - (d) First Aid
 - (e) State and COUNTY ISFC Policies and Procedures
 - (f) Underlying Principles of Therapeutic Foster Care and Service Delivery
 - (g) Development of NSPs and Treatment Plans
 - (h) Impact on Trauma on Child Development and Their Behavior
 - (i) Identifying and Working with the Underlying Needs of Children and their Families
 - (j) Principles and Values of the Core Practice Model
 - (k) The Organization and Protocol for Child and Family Teams
 - (l) Understanding Attachment and Attachment Disruptions
 - (m) Trauma-Responsive Parenting Techniques, in particular People Places *Parenting Skills Training* or other COUNTY approved Curriculum training.
 - (n) Mandated Reporting of Child Abuse and Neglect in Foster Care
 - (o) Title 22 Regulations, including Discharge, Children's Rights and the Prudent Parent Standards

- (p) Understanding and Administration of Psychotropic Medications
- (q) Cultural Competency and Diversity, including Sexual Orientation and Gender Identity
- (r) Coercive Power and Control: Violent Relationships and Bullying
- (s) Identification and Intervention in Substance Abuse
- (t) Identification and Prevention of Sexual Exploitation and Victim Services
- (u) Understanding Sexually Attached Behavior or Offenses and Supervision Issues
- (v) Working with children/youth/NMDs with Developmental Disabilities
- (w) Importance of Self-Care and Effects of Secondary Traumatization
- (x) Understanding healthy sexual development and skills for working with youth who have sexualized behaviors.

FOSTER FAMILY AGENCY REFERENCE LINKS	
SOW SECTION	REFERENCE LINKS
2.2 (a)	Title 22, Division 6, Chapter 1, Sections 80000-80095 [except as otherwise noted in Section 88030(f)] (<i>General Licensing Requirements</i>): http://www.cdss.ca.gov/inforesources/Letters-Regulations/Legislation-and-Regulations/Community-Care-Licensing-Regulations/Residential
2.2 (a)	Title 22, Division 6, Chapter 4, Sections 83000 through 83088 (<i>Small Family Homes</i>): http://www.cdss.ca.gov/inforesources/Letters-Regulations/Legislation-and-Regulations/Community-Care-Licensing-Regulations/Residential
2.2 (b)	Title 22, Division 6, Chapter 8.8, Sections 88000 through 88087 (<i>Foster Family Agencies</i>): http://www.cdss.ca.gov/inforesources/Letters-Regulations/Legislation-and-Regulations/Community-Care-Licensing-Regulations/Residential
2.2 (c)	Title 22, Division 6, Chapter 8.8, Sections 88200 through 88587.1 (<i>Foster Family Agencies Interim Licensing Standards</i>): http://www.cdss.ca.gov/Portals/9/VERSION 2.1 FFA ILS 6.12.17 FINAL.pdf?ver=2017-06-12-202554-807
2.2 (d)	Title 22, Division 2, Subchapters 1-9, Sections 35000-35409 (<i>Adoptions Manual</i>) for Foster-Adopt FFA requirements: http://www.cdss.ca.gov/inforesources/Letters-Regulations/Legislation-and-Regulations/Adoptions-Regulations
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 .
3.1 & 10.0	Child abuse and neglect in out-of-home care are definition in Penal Code Section 11165.5: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=11165.5.&lawCode=PEN
5.1	Welfare and Institutions Code (WIC) 17710 (a): 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	Los Angeles County Core Practice Model (CPM): www.gettothecore.org .

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7.4 & 8.3	Megan's Law Website at http://meganslaw.ca.gov
8.1	Department of Justice Applicant Information and Certification Program: http://oag.ca.gov/sites/all/files/agweb/pdfs/fingerprints/forms/all-others.pdf Attorney General information for Applicant Agencies: http://oag.ca.gov/fingerprints/agencies
8.2	Health and Safety Code (HSC) Sections 1522-1522.01: http://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?division=2.&chapter=3.&lawCode=HSC&article=2
8.2	Title 22, Division 6, Chapter 1, Section 80019 (<i>Criminal Record Clearance</i>): http://www.cdss.ca.gov/Portals/9/Regs/genman1.pdf?ver=2017-05-16-094139-067
8.4	Health and Safety Code Sections 1522.1 and 1522(b): http://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?division=2.&chapter=3.&lawCode=HSC&article=2 .
10.0 & 10.3.1	Child Abuse and Neglect Reporting Act (CANRA) Mandated Reporter Definition in Penal Code Section (PEN) 11165.7: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=11165.7.&lawCode=PEN
10.3 & 10.3.2	Penal Code, Section 11166: 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
10.6	LIC 9185 (8/08) - Foster Family Agency Certified Home: http://www.cdss.ca.gov/cdssweb/entres/forms/English/LIC9185.PDF
10.6	LIC 05A (7/17) - Resource Family Approval Certificate: http://www.cdss.ca.gov/Portals/9/FMUForms/I-L/LIC%2005A.pdf?ver=2017-08-02-081625-743
10.6	Foster Care Search System (FCSS): https://fcss.dcfslacounty.gov/Login.aspx

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12.2	Program Statement Submission System (ePSSS): https://myapps.dcfslacounty.gov/epsess.html
14.0	Welfare and Institutions Code (WIC) 16501(a)(4) http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=WIC&sectionNum=16501 .
14.1	County of Los Angeles Shared Core Practice Model (CPM): http://lakids.dcfslacounty.gov/dcfscpm/documents/Los%20Angeles%20County%20Shared%20Child%20Welfare-Mental%20Health%20Core%20Practice%20Model.pdf
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	Welfare and Institutions Code (WIC) section 16501(a)(4): 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: http://www.cdss.ca.gov/lettersnotices/EntRes/getinfo/acl/2016/16-84.pdf
15.0	WIC 11463(b)(5), which can be found at: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=11463.&lawCode=WIC
15.0, 15.1.2, 15.3, 15.4, 15.5, 15.6	Foster Family Agencies Core Services Matrix: http://www.cdss.ca.gov/cdssweb/entres/pdf/CCR/FFA_CoreServicesMatrix.pdf
15.1	California Code of Regulations, Title 9, Division 1, Chapter 11, Subchapter 3, Article 2: https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=I47F2C480D45311DEB97CF67CD0B99467&originationContext=documenttoc&transitionType=Default&contextData=(sc.Default)
15.1.1.2 & 15.1.16	Psychotropic Medication Guidelines (JV-217-INFO): http://www.courts.ca.gov/documents/jv217info.pdf
15.1.1.3, 15.1.1.5	Psychotropic Medication: Authorization, Review, and Monitoring for DCFS Supervised Children DCFS Policy No. 0600-514.10:

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and 15.1.16	http://policy.dcfslacounty.gov/Default.htm#Psychotropic_Meds.htm?Highlight=psychotropic
15.1.1.4	Foster Youth Rights: http://www.cdss.ca.gov/cdssweb/entres/forms/English/pub396.pdf
15.1.1.4	Legal Rights of Teens in Out-of-Home Care: https://ylc.org/wp-content/uploads/2018/11/legal-rights-of-teens-2014.pdf
15.3.1	Welfare and Institutions Code (WIC) Section 16501.1(d)(4), and (g)(8)(B): http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=WIC&sectionNum=16501.1
15.3.1	Education Code (EDC) 48850(a) and (b): http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=48850.&lawCode=EDC
15.3.3	Education Code (EDC) 48853.5(f)(8)(B): http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=48853.5.&lawCode=EDC
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/HomelessFosterYouth/FosterYouth/Tutoring
15.3.9	Child Health Disability Prevention (CHDP) Program: http://www.lapublichealth.org/cms/CHDP.htm
15.3.9.1	Medical/Dental Exams Periodicity Schedule for children, which can be found at: https://www.aap.org/en-us/Documents/periodicity_schedule.pdf
15.3.9.2	Los Angeles County Department of Public Health: http://www.lapublichealth.org/cms/CHDP.htm
15.3.11.3	Los Angeles County Department of Health Services contracted providers: http://dhs.lacounty.gov/wps/portal/dhs/locations/

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15.3.13	Welfare and Institutions Code (WIC) Section 16010: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=16010.&lawCode=WIC
15.3.14	Welfare and Institutions Code (WIC) Section 362.05: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=362.05.&lawCode=WIC
15.3.15.3	Centers for Disease Control, Division of Nutrition, Physical Activity, Obesity: https://www.cdc.gov/nccdphp/dnpao/
15.3.15.3	American Academy of Pediatrics: https://www.healthychildren.org/English/Pages/default.aspx
15.5.1.3	Welfare and Institutions Code (WIC) Section 16001.9(a)(15), available at http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=16001.9.&lawCode=WIC
15.6	Welfare and Institutions Code (WIC) 224.1: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=224.1.&lawCode=WIC
15.6	Welfare and Institutions Code (WIC) 361.7 http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=361.7.&lawCode=WIC
15.6	Federal Indian Child Welfare Act (25 U.S.C. Sec. 1901 et seq.): https://www.nicwa.org/wp-content/uploads/2016/11/Indian-Child-Welfare-Act-of-1978.pdf
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 at https://www.nicwa.org/about-icwa/
16.7.2	Health and Safety Code (HSC) 1507.25: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=1507.25.&lawCode=HSC
16.8	Strategies for recruitment and retention: https://adoptuskids.org/
16.8	Strategies for recruitment and retention: https://www.childwelfare.gov/topics/permanency/recruiting/recruitment-

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	<u>tools/</u>
16.9.2	Community Colleges at the California Community Colleges Registry at: https://www.cccregistry.org/jobs/miscellaneous/collegedirectory.aspx
17.0	California Department of Social Services(CDSS), All County Letter (ACL) No. 06-04: http://www.cdss.ca.gov/lettersnotices/entres/getinfo/acl06/pdf/06-04.pdf
17.5.2	Business and Professions Code (BPC) Sections 22950.5(c) and (d): http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=22950.5.&lawCode=BPC
17.9.1 & 17.9.4	DCFS Clothing Allowance Policy No. 0900-506.10: http://policy.dcfs.lacounty.gov/Default.htm#Clothing_Allowances.htm#Initial
18.6	Welfare and Institutions Code (WIC) 16514(c): http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=16514.&lawCode=WIC
18.6	CDSS All County Information Notice (ACIN) No. I-75-16, which can be found at: http://www.cdss.ca.gov/lettersnotices/EntRes/getinfo/acin/2016/I-75_16.pdf
18.8	Welfare and Institutions Code (WIC) Sections 16010: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=16010.&lawCode=WIC
18.10	Release of Confidential DCFS Case Record Information Policy No. 0500-501.20, Declaration in Support of Access to Juvenile Records Form http://policy.dcfs.lacounty.gov/default.htm#Release_of_Confidential.htm
18.11	LIC613B Personal Rights form: http://www.cdss.ca.gov/cdssweb/entres/forms/English/LIC613B.PDF
18.11 & 18.11.1	Foster Youth Bill of Rights: http://www.cdss.ca.gov/cdssweb/entres/forms/English/pub396.pdf
18.11 & 18.11.1	Legal Rights of Teens in Out-of-Home Care: https://ylc.org/wp-content/uploads/2018/11/legal-rights-of-teens-2014.pdf
19.1.1	DCFS 709 form, Foster Child's Needs and Case Plan Summary: http://mylacounty.info/dcfs/cms1_168830.doc
19.1.2	SOC 154A (12/11) - Placement Agency - Foster Family Agency Agreement -Child Placed By Agency In Foster Family Agency: http://www.cdss.ca.gov/cdssweb/entres/forms/English/SOC154A.pdf

EXHIBIT A-1

19.3.1	Shared Responsibility Plan (SRP) Template: http://policy.dcfs.lacounty.gov/Default.htm#Teen_Parent_DPSS_Service.htm#SRP
20.0	DCFS Family Visitation Policy No. 0400-504.00: http://policy.dcfs.lacounty.gov/Default.htm#Family_Visitation_.htm?Highlight=visitation
20.0	the Juvenile Court Visitation Committee's Family Visitation Guidelines: http://www.courts.ca.gov/cms/rules/index.cfm?title=standards&linkid=standard5_20

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

The County of Los Angeles Departments 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, 87061, 87095.1, 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 county worker. 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, the group home should call the appropriate agency for clarification. Whoever is reporting should be prepared for follow-up questions and have expertise in the reporting procedure.

The agency shall report special incidents to the DCFS Out-of-Home Care Management Division Quality Assurance Section (OHCMD QAS), Children's Social Worker (CSW), Deputy Probation Officer (DPO), Placement Permanency & Quality Assurance STRTP Compliance Monitor (PPQA CM), Placement Administrative Services Officer of the Day (PAS OD), and Community Care Licensing Division (CCLD) via the **I-Track web-based system** at <https://itrack.dcfs.lacounty.gov> as specified in the tables below.

If the agency cannot obtain complete information regarding the incident within the required reporting timeframes, the agency should 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 I-Track report has already been submitted, the agency may submit an addendum within seven business days of becoming aware of the incident per the Title 22 requirements noted above. If the I-Track web-based system is off-line, the STRTP shall email the report per the tables below and resubmit the report via I-Track noting the date of the previously emailed transmission – when I-Track is available.

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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)
- Inappropriate Sexual Behavior
- Medical Related *
- Physical Restraint
- Police Involvement
- Property Damage
- Seclusion
- Self-Injurious Behavior *
- Staff Related
- Substance Abuse
- Suicidal Ideation
- Suicide Attempt *
- Theft

*** Must be immediately reported**

HOW	TO WHOM	WHEN
Telephone	CSW or DPO	Within 24 hours
	PPQA CM OD	Within 24 hours
	Parent	Within 24 hours
I-Track (email if I-Track is down and follow with I-Track submittal when the system is available)	CSW or DPO	Within 24 hours
	OHCMD QAS or PPQA CM	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
- Injury
- Illness
- Hospitalization (Medical or Psychiatric)

HOW	TO WHOM	WHEN
Telephone	CSW or DPO	Within 24 hours
	PPQA CM OD	Within 24 hours
	Parent/guardian	Within 24 hours
I-Track (E-mail only if I-Track is down)	CSW or DPO	Within 24 hours
	OHCMQ QAS or PPQA CM	Within 24 hours
	CCLD	Within 24 hours

3. DEATH

HOW	TO WHOM	WHEN
Telephone	CSW or DPO (Agency to confirm that DCFS/Probation will contact parent/guardian)	Immediately
	PPQA CM OD	Immediately
	Child Protection Hotline (CPHL) at (800) 540-4000	Immediately
I-Track (E-mail only if I-Track is down)	CSW or DPO	Within 24 hours
	OHCMQ QAS or PPQA CM	Within 24 hours
	CCLD	Within 24 hours

4. UNAUTHORIZED ABSENCE – Absence of a child without the permission and supervision of the caregiver, 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

HOW	TO WHOM	WHEN
Telephone	1. Law Enforcement	Immediately
	2. CSW (If after hours, call CPHL)	Immediately
	3. DPO	Immediately
	4. Parent/Guardian (if known)	Immediately
Email	PAS OD	Immediately
I-Track (email if I-Track is down and submit in I-Track when system is up)	CSW or DPO	Within 24 hours
	OHCMD QAS or PPQA CM	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:

- 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

HOW	TO WHOM	WHEN
Telephone	CSW or DPO	Immediately
	PPQA CM OD	Immediately
	CPHL for DCFS and Probation	Immediately
	Law Enforcement	Immediately
	Parent/guardian	Within 24 hours
I-Track (Fax only if I-Track is down)	CSW or DPO	Within 24 hours
	OHCMD QAS or PPQA STRTP CM	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 (I-Track) that the SS8572 is forwarded to required parties.

6. 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

HOW	TO WHOM	WHEN
Telephone	Local Fire Authority for all fires and explosions (Section 80061(b)(1) of CCR)	Immediately
	Local Health Officer for all epidemic outbreaks [California Code of Regulations § 80061(b)(1)]	Immediately
	CSW or DPO	Within 24 hours
	OHCMQ QAS or PPQA CM OD	Within 24 hours
	CCLD	Within 24 hours
I-Track (Email only if I-Track is down)	CSW or DPO	Within 24 hours
	OHCMQ QAS or PPQA CM	Within 24 hours
	CCLD	Within 24 hours

7. 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 I-Track, these incidents must be reported 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)

LOS ANGELES COUNTY FOSTER FAMILY AGENCY MONTHLY UTILIZATION REPORT

** Data source shall be from DCFS contracted facilities only **

NAME OF FFA _____ MONTH/YEAR: _____

Intake Worker(s): _____ Phone No. _____ Email _____

I. TOTAL NUMBERS OF DUALY CERTIFIED FAMILIES AND APPROVED RESOURCE FAMILIES (RFA) IN LOS ANGELES COUNTY & OUT-OF-COUNTY FOR L.A. COUNTY DCFS CHILDREN PLACEMENTS AS OF THE LAST DAY OF THE REPORTING MONTH: (see definition)

LOS ANGELES COUNTY (LA)

OUT-OF-COUNTY (O/C)

_____ Total # of homes (NDC, DC & RFA) in L.A.	_____ Total # of homes (NDC, DC & RFA) in O/C
_____ Total # of Non-Dually Certified(NDC) homes	_____ Total # of Non-Dually Certified (NDC) homes
_____ Total # of Dually Certified (DC) homes (not RFA)	_____ Total # of Dually Certified (DC) homes (not RFA)
_____ Total # of RFA homes	_____ Total # of RFA homes
_____ Total Capacity (Total # of Beds)	_____ Total Capacity (Total # of Beds)
_____ L.A. County DCFS Children placed	_____ L.A. County DCFS Children placed
_____ Total # of Whole Family Foster Homes (WFFH)	_____ Total # of Whole Family Foster Homes (WFFH)
_____ Total # of Placed Teen Parents with ____ #child(ren)	_____ Total # of Placed Teen Parents with ____ #child(ren)
_____ Total # of Non-L.A. County DCFS Children Placed	_____ Total # of Non-L.A. County DCFS Children Placed
_____ Total # of L.A. County Children placed in Non-DCFS Contracted sites via Special Placement (4213)	

II. TOTAL NUMBERS OF AVAILABLE VACANCIES (VACANT BEDS) FOR L.A. COUNTY DCFS CHILDREN PLACEMENTS:

	<u>RFA Homes</u>		<u>Dually Certified Foster Homes</u>		<u>Non-Dually Certified Foster Homes</u>	
	<u>L.A.</u>	<u>O/C</u>	<u>L.A.</u>	<u>O/C</u>	<u>L.A.</u>	<u>O/C</u>
_____ # Total available vacancies	_____	_____	_____	_____	_____	_____
_____ # Vacant beds for ERCP (after hour or weekend)	_____	_____	_____	_____	_____	_____
_____ # Vacant beds for DCFS children (WFFH)	_____	_____	_____	_____	_____	_____
_____ # Vacant beds for DCFS children (age 0-2)	_____	_____	_____	_____	_____	_____
_____ # Vacant beds for DCFS children (age 3-5)	_____	_____	_____	_____	_____	_____
_____ # Vacant beds for DCFS children (age 6-12)	_____	_____	_____	_____	_____	_____
_____ # Vacant beds for DCFS children (age 13+)	_____	_____	_____	_____	_____	_____
_____ # Vacant beds for DCFS children (siblings)	_____	_____	_____	_____	_____	_____

III. NEWLY APPROVED OR CERTIFIED HOMES / DE-CERTIFIED HOMES / WFFH :

- A. _____ Total # of New Dually Certified and Approved RFA homes in the reporting month
- B. _____ Total # of existing Certified homes converted to RFA homes in the reporting month
- C. _____ Total # of New Dually Certified Homes in the reporting month
- D. _____ Total # of De-Certified homes (All types) in the reporting month.
- E. Complete the Newly Approved RFA/ Newly Dually Certified Home/ De-Certified Home List and submit it with this self-report. Submit the certificate for RFA home or the home study for the Newly Dually Certified home.
- F. Total # of new Whole Family Foster Home (WFFH) Placements: _____.

WFFH Foster Parents' names: _____

Address: _____ Phone #: _____

Name of Teen Parents: _____ Name of Baby: _____

IV. Change in placement for L.A. County children only (attach requested information):

Total # of children moved to another home(s) associated with your FFA during the reporting month: _____

IMPORTANT: Please also attach a list of all the L.A. County children placed with your FFA and the date that each child was initially placed with your FFA. For those children moved to another foster home associated with your FFA during this reporting month, please indicate how many times they were moved this month and the reason for their replacements. This does not include respite placements unless they become long-term placements. Thank you.

DEFINITION:

RFA Homes (Resource Families Approved) – The streamlined and unified process for approving Resource Families as per the new Interim Licensing Standards, which went into effect January 1, 2017.

Dually Certified Foster Families – Existing foster families able to foster and adopt, which were dually certified or began the dual certification process prior to January 1, 2017.

Non-Dually Certified Foster Families – Existing certified foster families grandfathered prior to 2009, not dually certified.

WFFH (Whole Family Foster Home) – foster families that provide care for placed teen parents and their dependent child(ren).

Total Capacities (Beds) – Total number of beds provided for DCFS children placements.

Non- L.A. County Children placed - refers to those foster children who are not L.A. County DCFS children.

Available Vacancies (Vacant Beds) - refers to those open and active beds. Do not include the beds on hold or inactive.

Vacancies for ERCP (Emergency Response Command Post) Placement – refers to available beds that are currently capable of serving children referred by the ERCP.

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DISCHARGE SUMMARY FOR DCFS: FOSTER FAMILY AGENCY¹

1. What was the reason for the child's exit from the certified family home?

2. Who determined the child was ready to leave the certified family home?

3. Was the child discharged to Permanency?

Yes [] No []

If "yes," check one: Reunification [] Adoption [] Legal Guardian []

Provide the address to which the child was discharged, if available:

4. Was the child discharged according to their Permanency Plan?

Yes [] No []

5. Was the child discharged to a less restrictive environment?

Yes [] No []

If "yes" indicate whether to: Parent(s) [] Relative Home [] FFH []
SFH []²

6. Did the child meet their Needs and Services Plan goals prior to discharge?

ILP/Emancipation goals: Yes [] No []

Educational goals: Yes [] No []

Mental Health Treatment goals: Yes [] No []

7. What was the agency's assessment of the child's level of functioning upon discharge?

8. What was the Agency's recommendation for continued services for the child (individual/conjoint counseling, special education services, etc.)?

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

² FFH (foster family home); SFH (small family home).

Child's Name:

Needs & Services Plan Form Index*Use CTRL+Home to return to this page***Form Sections****Needs & Services Sections**

- [Identifying Information](#)
- [Case Plan Goal](#)
- [Concurrent Case Plan Goal](#)
- [For Updated NSP Only—GH / FFA](#)
- [LARRC Criminogenic Factors \(Probation Cases\)](#)
- [Medical / Physical / Dental Health](#)
- [Mental Health](#)
- [NSP Treatment](#)
- [Education](#)
- [NSP Visitation](#)
- [Life Skills Training / Emancipation Preparation](#)
- [Outcome Goals](#)
- [Achieved Outcome Goals \(Continuous\)](#)
- [Signature Page](#)
- [Addendum](#)

Sections for Quarterly Updates

- [QUARTERLY—Adjustment to Placement](#)
- [QUARTERLY --Medical / Physical / Dental Clinical Visits](#)
- [QUARTERLY ---Mental Health Clinical Visits](#)
- [QUARTERLY—Educational Goals](#)
- [QUARTERLY—Quarterly Visitation /](#)
- [QUARTERLY—FFA Contact](#)
- [QUARTERLY—Life Skills Training and Emancipation Preparation](#)
- [QUARTERLY—Special Incident Reports](#)

Child's Name:

Los Angeles County Provider Needs and Services Plan / Quarterly Report

(Check all that are applicable)						Date of Report	
<input type="checkbox"/> Group Home <input type="checkbox"/> FFA <input type="checkbox"/> CTF <input type="checkbox"/> DCFS <input type="checkbox"/> Probation							
Child's Name: _____ D.O.B.: _____ <input type="checkbox"/> Male <input type="checkbox"/> Female							
PDJ/Court Case #: _____							
Has Medi-cal/Medical # been received? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, Medical #: _____							
If No, please explain: _____							
Attorney Name: _____						Phone #: _____	
Email Address: _____						Fax #: _____	
DPO/CSW Name: _____						Phone #: _____	
Email Address: _____						Fax #: _____	
FFA/GH Name: _____						Date of Admission: _____	
Address: _____							
GH/FFA/CTF Social Worker: _____						Phone #: _____	
Email Address: _____							
Certified Foster Parent's Name: _____							
Address: (If confidential, state) _____							
<input type="checkbox"/> Initial Plan	<input type="checkbox"/> Quarterly Report	Period From:		To		Date of Next NSP	
Date Agency Received Probation 1385 or DCFS 709: _____							
Reason for Placement: _____							
Planned Length of Placement: _____							
Qtrly Only Adjustment to Placement: _____							

Case Plan Goal (Permanency):						<input type="checkbox"/> See Addendum	
<input type="checkbox"/> Family Reunification <input type="checkbox"/> Adoption <input type="checkbox"/> Legal Guardianship <input type="checkbox"/> PPLA/Transition							
Comments: _____							
Reason for Modification to Permanency Plan (if applicable): _____							
Concurrent Case-Plan Goal (Permanency):						<input type="checkbox"/> See Addendum	
<input type="checkbox"/> Adoption <input type="checkbox"/> Legal Guardianship <input type="checkbox"/> PPLA/Transition <input type="checkbox"/> Family Finding Effort-Probation/DCFS							
Comments: _____							
Reason for Modification to Concurrent Case Plan (if applicable): _____							
For Updated NSP Only GH/FFA recommendation regarding the feasibility of the child's return to his/her home, placement in another facility or move into Independent Living.							

Child's Name:

(For Probation Cases only. Info provided by Probation)			
Criminogenic Factors based on the Probation LARRC Assessment			Notes
Factors and Sub-Factors	High	Moderate	Low
1. Problem Behaviors & Substance Use			
1.1 Problem Behavior	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.2 Exposure to Risky Environment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.3 Delinquent Orientation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.4 Substance Use	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Family Factor			
2.1 Community Involvement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.2 Family Cohesion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.3 Parenting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.4 Family Activities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Social Relationships Factor			
3.1 Social Relationship	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.2 Social isolation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Academic Engagement Factor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Self-Regulation Factor			
5.1 Stress Coping	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.2 Self-management/concept	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Child's Name:

Medical / Physical / Dental Health <input type="checkbox"/> See Addendum
Please list all (non-psychotropic) current medication prescribed to the youth (Dosage / frequency / duration):
Does the youth require special medical devices? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain:
Does the youth have special dietary needs or allergies? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain:
Are immunizations current? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, please explain and indicate plan to bring current:
Does youth have a current Health & Education Passport? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, please explain:
Was the initial medical exam completed within the required time frame? <input type="checkbox"/> Yes <input type="checkbox"/> No Date _____ If No, please explain:
Was the initial dental exam completed within the required time frame? <input type="checkbox"/> Yes <input type="checkbox"/> No Date _____ If No, please explain:

Child's Name:

Qtrly Only	Medical / Physical / Dental Health Clinical Visits		<input type="checkbox"/> See Addendum
Clinic Name: _____			
Physician Name: _____			
Address: _____			
Phone(s): _____		Fax: _____	
Date(s) seen during reporting period		Outcomes and Follow-up	
1. _____		1. _____	
2. _____		2. _____	
3. _____		3. _____	
4. _____		4. _____	
Clinic Name: _____			
Physician Name: _____			
Address: _____			
Phone(s): _____		Fax: _____	
Date(s) seen during reporting period		Outcomes and Follow-up	
1. _____		1. _____	
2. _____		2. _____	
3. _____		3. _____	
4. _____		4. _____	
Clinic Name: _____			
Physician Name: _____			
Address: _____			
Phone(s): _____		Fax: _____	
Date(s) seen during reporting period		Outcomes and Follow-up	
1. _____		1. _____	
2. _____		2. _____	
3. _____		3. _____	
4. _____		4. _____	
Clinic Name: _____			
Physician Name: _____			
Address: _____			
Phone(s): _____		Fax: _____	
Date(s) seen during reporting period		Outcomes and Follow-up	
1. _____		1. _____	
2. _____		2. _____	
3. _____		3. _____	
4. _____		4. _____	

Child's Name:

Mental Health		<input type="checkbox"/> See Addendum
Psychotropic Medication <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, date of PMA _____ Copy attached? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If No, please explain: _____		
Please list all current psychotropic medication prescribed to the youth (Dosage / frequency / duration) _____		
Qtrly Only	Mental Health Clinical Visits	<input type="checkbox"/> See Addendum
Clinic Name: _____		
Physician Name: _____		
Address: _____		
Phone(s): _____		Fax: _____
Date(s) seen during reporting period	Outcomes and Follow-up	
1.	1.	
2.	2.	
3.	3.	
4.	4.	
Clinic Name: _____		
Physician Name: _____		
Address: _____		
Phone(s): _____		Fax: _____
Date(s) seen during reporting period	Outcomes and Follow-up	
1.	1.	
2.	2.	
3.	3.	
4.	4.	
Clinic Name: _____		
Physician Name: _____		
Address: _____		
Phone(s): _____		Fax: _____
Date(s) seen during reporting period	Outcomes and Follow-up	
1.	1.	
2.	2.	
3.	3.	
4.	4.	
Clinic Name: _____		
Physician Name: _____		
Address: _____		
Phone(s): _____		Fax: _____
Date(s) seen during reporting period	Outcomes and Follow-up	
1.	1.	
2.	2.	
3.	3.	
4.	4.	

Child's Name:

NSP Treatment
Please list treatment services to be provided to youth and those who will participate. (Include transportation accommodations and whether your agency or an affiliated party will provide the services)
If no parental involvement, please explain:
If applicable, please list any special costs associated with the services to the youth and how your agency will accommodate this cost:

Child's Name:

Education		<input type="checkbox"/> See Addendum
<input type="checkbox"/> Not Applicable	Grade Level:	GPA:
Credits Earned:		
Name of Current School:		
Type of school:		
School address:		Phone:
Holder of Educational Rights:		Date enrolled in school:
If child was not enrolled within 3 school days of placement, please explain :		
Transportation arrangements to/from School:		
Are school records complete? <input type="checkbox"/> Yes <input type="checkbox"/> No if no, explain plans to obtain records:		
IEP attached? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
Contents of or a copy of the report card(s) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No		
School attendance information/records on file? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Identified educational needs, explain :		
Academic achievements and extra-curricular activities: (This may include outside extra-curricular activities such as dance classes, little league, music lessons).		
Strengths of the child:		
Participation in school-related activities by child and GH staff or Certified Foster Family:		
School behavior problems, school discipline and school suspensions:		
School officials' concerns about the child's health, academic abilities and social skills:		
Other issues of concern related to school matters:		
If a high school student, status of CAHSEE:		
Qtrly Only	Report progress of child's educational goals over the past three months. (If applicable, reference the goal number(s) from the Identified Outcome Goals Page)	

Child's Name:

NSP Visitation

Please indicate the visitation plan for parent(s), siblings, extended family members, and other significant adults, including frequency, transportation arrangements, any restrictions, etc.:

If applicable, please list any special costs associated with the services to the youth and how your agency will accommodate this cost:

This is for Quarterly Only**Visitation / Involvement / Contact with Family of Origin / Guardian**

Describe child's visitation with his/her parent(s)/family of origin/guardian over the past three months.

Type: ☐ Phone

Dates/Frequency

Type: ☐ Face to Face at GH/FFA

Dates/Frequency

Type: ☐ Face to Face other location

Dates/Frequency

Have efforts been made to unite siblings who are placed under your care? ☐ Yes ☐ No

If No, please elaborate

Address participation of family and others in child's treatment program over the past three months. (Include dates)

Describe involvement of child with other individuals who are important to the child over the past three months. (Include dates)

Address the GH/FFA Contact with the CSW/DPO over the past three months. (Include dates)

Address FFA Social Worker Contact with Child over the past three months (For FFA only)

Type: ☐ Phone

Dates/Frequency

Relationship/Details

Type: ☐ Face to Face at CFH

Dates/Frequency

Relationship/Details

Type: ☐ Face to Face other location

Dates/Frequency

Relationship/Details

Child's Name:

Life Skills Training / Youth Development Preparation	
1) Is the youth able to manage his/her own money? <input type="checkbox"/> Yes <input type="checkbox"/> No Does youth have/maintain bank account <input type="checkbox"/> Yes <input type="checkbox"/> No Please explain: Comments: <input type="text"/>	
2) Is the youth able to leave the facility / home without adult supervision? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please outline specific conditions: Comments: <input type="text"/>	
3) Is the youth able to have unsupervised time in the home? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide explanation: Comments: <input type="text"/>	
4) Does the youth need assistance (other than age appropriate) with personal care/grooming? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please explain: Comments: <input type="text"/>	
5) Does youth's current clothing meet standards? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, please explain: Comments: <input type="text"/>	
6) Is youth 14 or over? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please answer a through e: a) Please list any ILP Services, Youth Development Services, or Life Skills Training received by the youth: Comments: <input type="text"/> b) Is the most recent copy of the TILP attached? <input type="checkbox"/> Yes <input type="checkbox"/> No Date of TILP <input type="text"/> Comments: <input type="text"/> c) What is the youth's post High School plan? Comments: <input type="text"/> d) Is the youth currently employed or seeking employment? <input type="checkbox"/> Yes <input type="checkbox"/> No Comments: <input type="text"/> e) Describe transportation arrangements for youth to participate in ILP and/or employment Comments: <input type="text"/>	
Qtrly Only	Report progress of child's Life Skills Training/Youth Development Preparation goals over the past three months. If applicable, reference the goal number(s) from the Identified Outcome Goals Page

Child's Name:

Qtrly Only	Number of Special Incidents Reports (SIRs) over the past three months:	
Type of Special Incidents Reports (SIRs) over the past three months:		# of Special Incidents
Behavioral/Mental Health Incident		
Injury, Illness, or Accident		
Death		
Unauthorized Absence		
Alleged Child Abuse		
Agency Emergency/Disaster		
Significant Change in Agency		
Other		
Comments:		

Child's Name:

Outcome Goals

Outcome Goal — #1 Select One	Start Date	Modified Date	Projected Completion Date
Please report on the Specific Goal/Modified Goal.			
Reason for Goal: (note the problem, need, or deficit to be addressed)			
Specific Goal/Modified Goal:			
Plan and Services:			
Method:			
Person(s) Responsible:			
Reason(s) for Modification:			
Outcome Goal — #2 Select One	Start Date	Modified Date	Projected Completion Date
Please report on the Specific Goal/ Modified Goal.			
Reason for Goal (note the problem, need, or deficit to be addressed):			
Specific Goal/Modified Goal:			
Plan and Services:			
Method:			
Person(s) Responsible:			
Reason(s) for Modification:			
Outcome Goal — #3 Select One	Start Date	Modified Date	Projected Completion Date
Please report on the Specific Goal/Modified Goal.			
Reason for Goal (note the problem, need, or deficit to be addressed):			
Specific Goal/Modified Goal:			
Plan and Services:			
Method:			
Person(s) Responsible:			
Reason(s) for Modification:			
Outcome Goal — #4 Select One	Start Date	Modified Date	Projected Completion Date
Please report on the Specific Goal/Modified Goal.			
Reason for Goal (note the problem, need, or deficit to be addressed):			
Specific Goal/Modified Goal:			
Plan and Services:			
Method:			
Person(s) Responsible:			
Reason(s) for Modification:			

Child's Name:			
Outcome Goals (Continuous)			
Outcome Goal — #5 Select One	Start Date	Modified Date	Projected Completion Date
Please report on the Specific Goal/Modified Goal. Reason for Goal: <i>(note the problem, need, or deficit to be addressed):</i> Specific Goal/Modified Goal: Plan and Services: Method: Person(s) Responsible: Reason(s) for Modification:			
Outcome Goal — #6 Select One	Start Date	Modified Date	Projected Completion Date
Please report on the Specific Goal/ Modified Goal. Reason for Goal <i>(note the problem, need, or deficit to be addressed):</i> Specific Goal/Modified Goal: Plan and Services: Method: Person(s) Responsible: Reason(s) for Modification:			
Outcome Goal — #7 Select One	Start Date	Modified Date	Projected Completion Date
Please report on the Specific Goal/Modified Goal. Reason for Goal <i>(note the problem, need, or deficit to be addressed):</i> Specific Goal/Modified Goal: Plan and Services: Method: Person(s) Responsible: Reason(s) for Modification:			
Outcome Goal — #8 Select One	Start Date	Modified Date	Projected Completion Date
Please report on the Specific Goal/Modified Goal. Reason for Goal <i>(note the problem, need, or deficit to be addressed):</i> Specific Goal/Modified Goal: Plan and Services: Method: Person(s) Responsible: Reason(s) for Modification:			

Child's Name:

Achieved Outcome Goals		
Outcome Goal — #1 Select One	Start Date	Date Goal Achieved
Please indicate the Goal.		
Goal:		
Outcome Goal — #2 Select One	Start Date	Date Goal Achieved
Please indicate the Goal.		
Goal:		
Outcome Goal — #3 Select One	Start Date	Date Goal Achieved
Please indicate the Goal.		
Goal:		
Outcome Goal — #4 Select One	Start Date	Date Goal Achieved
Please indicate the Goal.		
Goal:		
Outcome Goal — #5 Select One	Start Date	Date Goal Achieved
Please indicate the Goal.		
Goal:		
Outcome Goal — #6 Select One	Start Date	Date Goal Achieved
Please indicate the Goal.		
Goal:		
Outcome Goal — #7 Select One	Start Date	Date Goal Achieved
Please indicate the Goal.		
Goal:		
Outcome Goal — #8 Select One	Start Date	Date Goal Achieved
Please indicate the Goal.		
Goal:		

Child's Name:

Signature Page

Report prepared by: _____ / _____		Signature
Signatures:		I have received a copy of the report:
Youth (if appropriate)	Date	<input type="checkbox"/>
Parent (If applicable)	Date	<input type="checkbox"/>
Parent (If applicable)	Date	<input type="checkbox"/>
FFA/Group Home Social Worker	Date	<input type="checkbox"/>
FFA/Group Home approval signature (<i>if necessary</i>)	Date	<input type="checkbox"/>
Certified Foster Parent (<i>if applicable</i>)	Date	<input type="checkbox"/>
DPO/CSW	Date	<input type="checkbox"/>
	Date	<input type="checkbox"/>
	Date	<input type="checkbox"/>

Copy of Plan/Quarterly Report ☐ emailed ON _____ or ☐ handed to (DPO/CSW) ON _____

Date

Date

If unable to obtain DPO/CSW Signature, attach documented efforts made to obtain the signature.

Child’s Name:

<p style="text-align: center;"><u>Addendum</u></p>
<p><i>Click here to type addendum.</i></p>

APPLICANT’S AUTHORIZATION
FOR RELEASE OF INFORMATION

(AGENCY OR INDIVIDUAL FROM WHOM INFORMATION IS REQUESTED)

To:

1. _____, RESIDING AT _____

_____, HEREBY AUTHORIZE YOU TO RELEASE TO THE

_____, SPECIFIC
(NAME OF AGENCY, INSTITUTION, INDIVIDUAL PROVIDER)

INFORMATION REQUESTED BY THIS AGENCY WHICH I CANNOT PROVIDE CONSCERNING _____

THIS INFORMATION IS NEEDED FOR THE FOLLOWING PURPOSE _____

THIS FORM WAS COMPLETED IN ITS ENTIRITY AND WAS READ BY ME (OR READ TO ME) PRIOR TO SIGNING.

SIGNATURE OF APPLICANT		DATE
BIRTHPLACE	BIRTHDATE	MAIDEN NAME OF MOTHER
SIGNATURE OF APPLICANT		DATE
BIRTHPLACE OF SPOUSE	BIRTHDATE OF SPOUSE	MAIDEN NAME OF SPOUSE'S MOTHER

INTENTIONALLY LEFT BLANK

EXHIBIT C

OMB_2 CFR Chapter I, Chapter II, Part 200, et al. and 2 CFR 1.100, title 2, Part 1

This exhibits can be obtained online via the Internet by accessing the U S Government Printing Office's home page at <http://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf> 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 required accounting, financial reporting, internal control, and contract administration standards for organizations that contract with Los Angeles County.

Revision: June 2021

AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

The purpose of this Handbook is to establish required accounting, financial reporting, internal control, and contract administration standards for organizations (CONTRACTOR) that 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, preclude the use of more sophisticated methods, or supersede any laws or requirements imposed by the applicable funding sources (i.e., federal and State agencies) that may be more restrictive and/or stringent. 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) 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 accrual or cash basis of accounting during the year for recording financial transactions. Monthly invoices must be prepared on the same basis used for recording financial transactions.

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

1.1 Accrual Basis

Under the accrual basis for recording financial transactions, revenues are recorded in the accounting period earned (rather than when cash is received). Expenditures are recorded in the accounting period incurred (rather than when cash is disbursed).

Recorded accruals (e.g., to estimate expenditures) shall be reversed in the subsequent accounting period or when deemed appropriate in accordance with Generally Accepted Accounting Principles (GAAP).

1.2 Cash Basis

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.

1.3 Prepaid Expenditures

Prepaid expenditures (e.g., insurance, service agreements, lease agreements) must be expensed during the appropriate Agreement year to the extent goods and services are received, or are applicable to that Agreement year.

2.0 Accounting System

Each CONTRACTOR must 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 A.2.6) also be maintained. Postings to the General Ledger and Journals shall be made at least on a monthly basis. The CONTRACTOR must maintain separate cost centers, which clearly identify funds received and expended on services provided under the COUNTY Agreement.

2.1 General Journal

A General Journal must 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 Expenditure	100	
Rent Payable		100

To record accrued rent to March 31, 20XX

2.2 Cash Receipts Journal

A Cash Receipts Journal must be maintained for recording all cash receipts (e.g., COUNTY warrants, contributions, interest income). The Cash Receipts Journal shall, at a minimum, contain the following column headings:

- Date
- Receipt Number
- Cash Debit Columns
- Income Credit Columns (for the following accounts):
 - COUNTY payments (one per funding source)
 - Contributions/Donations
 - Other Income (grants, sales of supplies/services, rental income, miscellaneous revenue, fees)
 - Description (entries in the description column must clearly specify the source of cash receipts.)

2.3 Cash Disbursements Journal

A Cash Disbursements Journal must be maintained for recording all cash disbursements (e.g., rent, utilities, maintenance)

The Cash Disbursements Journal must, at a minimum, contain the following column headings:

- Date
- Check Number
- Cash (Credit) Column
- Expenditure Account Name
- Description

Note (1) Separate cost columns are required for salary expenditures and other recurring cost classifications for each program.

Note (2) Entries in the description column must clearly 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 reimbursements, travel reimbursements, and petty cash fund 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. Canceled checks and credit card statements (VISA, AMEX, department store, etc.) alone will not constitute acceptable support. See Sections A.3.2 and B.2.4 for additional guidance on documentation requirements.

2.4 General Ledger

A General Ledger must be maintained with accounts for all assets, liabilities, fund balances, revenues, and expenditures. Separate accounts or cost centers must be maintained for the revenues (e.g., donations, grants, rental income, miscellaneous revenue) and expenditures of each of the CONTRACTOR'S programs and activities (both COUNTY and non-COUNTY).

2.5 Chart of Accounts

A Chart of Accounts must be maintained:

- The COUNTY recommends that CONTRACTORS use the same expenditure 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 expenditures for travel shall be posted to the account titled "travel" and not intermixed with other expenditure 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
- Unique code identifying each employee (e.g., employee number/ID)
- Salary or 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), 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 to properly classify employees and independent contractors.

2.7 Invoices/Billings

Each CONTRACTOR must submit an invoice/billing at least monthly to report to the COUNTY the financial activity of the program(s) as required in the applicable Agreement.

3.0 Records

Adequate care must be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of the CONTRACTOR'S accounting records or supporting documentation must be immediately reported to the COUNTY. CONTRACTOR must 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 must make their report to the local law enforcement agency within twenty-four hours of 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 CONTRACTOR for a period of time under which the underlying records that were destroyed/damaged were required to be retained plus an additional three years, and must be retained for a longer period in the case of unresolved litigation or audit.

3.1 Retention

All accounting records (e.g., journals, ledgers), financial records, and supporting documentation must be retained for a minimum of three years after the termination of the CONTRACTOR'S Agreement or the date of submission of the final invoice, billing, or expenditure report, unless a longer retention period is prescribed by the Agreement or applicable laws and regulations, in which case the CONTRACTOR must comply with the longer retention period and all other retention requirements set forth in the Agreement or the applicable laws and regulations.

3.2 Encryption

CONTRACTOR must employ sufficient security measures to safeguard all COUNTY non-public information (e.g., confidential information including, but not limited to, the names and addresses of individuals, Social Security numbers, credit card information) that is electronically stored, used, and transmitted. Encryption standards must, at a minimum, be developed and implemented in accordance with the requirements prescribed by the COUNTY Agreement and COUNTY Board Policy 5.200.

3.3 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 and the reasonableness of the expenditure and its relevance to the COUNTY program being contracted for are required to support an outlay of funds. If the CONTRACTOR is unclear as to the appropriate documentation that must be retained to support an expenditure, CONTRACTOR shall consult with the COUNTY before the expenditure is charged to the COUNTY. Unsupported or inadequately supported disbursements will be disallowed upon audit. CONTRACTOR will be required to repay COUNTY for all disallowed costs.

Electronic documentation is permitted when the source documentation originated electronically. 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. Photocopies (including scanned images) of invoices or receipts, any internally generated documents (e.g., vouchers, request for check forms, requisitions, canceled checks), and account statements alone do not constitute supporting documentation for purchases. COUNTY at its sole discretion may accept photocopies of supporting documentation in preference to the original documents based on the adequacy of the CONTRACTOR'S internal controls over electronic documentation and subject to any limitations imposed by the applicable funding source(s) (i.e., federal and State agencies).

CONTRACTORS must provide acceptable supporting documentation for all expenditures. For example, for the following categories of expenditures, acceptable supporting documentation may include, but not be limited to:

Payroll

- Timecards and attendance records signed and dated by the employee and the employee's supervisor (in ink or electronically) certifying the accuracy and approval of the reported time.
- 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 Files

- Documentation supporting approved employee pay rates.
- Proof of employees having the required educational, practical experience, and license(s)/certification(s) for their position.
- Criminal record clearances as required.

Contracted/Consultant Services

- Contracts detailing the nature and scope of services to be provided, and the method and rate of compensation (e.g., cost reimbursement, fixed fee, fee for service, rate per hour) for each service.
- Itemized invoices or other documentation detailing the nature of services provided.
- Time and attendance records or other documentation detailing when services were provided.
- Travel vouchers detailing purpose, time, and location of travel reimbursed by CONTRACTOR.
- Purchase orders and invoices for supplies reimbursed by CONTRACTOR.
- Copies of all completed federal Form 1099s, establishing that all payments to contractors/consultants were reported timely to federal and State taxing agencies.

Travel

- Travel policies of the CONTRACTOR (written).
- Travel expenditure vouchers.
- For travel related to conferences, meetings, seminars, symposiums, workshops, and other similar events, CONTRACTOR shall at a minimum, retain literature, including, but not limited to, agendas and handouts detailing the purpose of the event, as part of the CONTRACTOR'S documentation of the propriety of the travel expenditure.
- Itemized receipts for all travel expenditures (e.g., lodging for approved out-of-town travel, airfare, car rentals, ground transportation, parking)

Note: Reimbursement for actual receipts or per diem rates for lodging and meal expenditures must not exceed the COUNTY'S maximum reimbursement rate for employees. CONTRACTOR shall obtain the COUNTY'S maximum reimbursement rate for each fiscal year from the COUNTY before travel expenditures are charged.

Vehicle Expenditures

- Invoices/receipts for repairs, maintenance, fuel, etc.
- Vehicle registration card.
- Vehicle title.
- Insurance policy.

- Purchase or financing agreement.
- Vehicle lease or rental agreement.
- For vehicles owned/leased by the CONTRACTOR and personal vehicles that are primarily used for business purposes, a vehicle mileage log must be maintained establishing the extent to which the vehicles are used for business versus non-business purposes. The mileage log must identify:
 - Trip dates
 - Origin and destination addresses of the trip
 - Purpose of the trip and how it relates to the Agreement services
 - Beginning and ending odometer readings and the resulting mileage for all trips (including non-business trips) to account for 100% use of the vehicle.
- For personal vehicles that are not primarily used for business purposes, documentation to support reimbursements to employees for mileage and parking must include:
 - Date and time of travel
 - Origin and destination addresses of the trip and the resulting mileage
 - Purpose of the trip and how it relates to the Agreement services
 - Rates claimed (Note: Reimbursement rates for mileage must not exceed applicable federal guidelines.)
 - Parking and toll charges reimbursed
 - Itemized receipts for reimbursed parking and toll charges

All supporting documentation must include sufficient information to identify the vehicle the expenditures are related to, which shall include, but not be limited to, vehicle make and model, vehicle license number, and vehicle identification number.

CONTRACTOR must only charge the COUNTY for vehicle expenditures (e.g., gasoline, repairs/maintenance, insurance, depreciation) to provide COUNTY Agreement services. CONTRACTOR must pro-rate vehicle expenditures based on vehicle usage to exclude the portion of expenditures related to non-COUNTY and non-business use (i.e., non-COUNTY program services, personal use, employee transportation to and from work).

Operating Expenditures (e.g., utilities, office supplies, equipment rentals)

- Bona fide contracts or lease agreements, if applicable.
- Invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation.
- Documentation acknowledging the receipt of purchased goods and services (e.g., itemized delivery confirmations, stock received reports, packing slips, or other documentation) signed by the employee(s) who verified the good/services were approved and received.

Outside Meals

- Itemized receipts and/or invoices for all meals.
- Documentation detailing the nature and business purpose of each meal.
- Documentation identifying the participants of each meal.

Loans (including, but not limited to, loans to the CONTRACTOR from employees and/or related parties)

- Written loan agreement approved by the CONTRACTOR'S Board of Directors.
- Documentation showing that loaned funds were deposited into a CONTRACTOR bank account.
- Documentation showing that 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 expenditure under the Agreement. If the payment of interest is allowable, interest must not be accrued at a rate which exceeds the COUNTY Treasury Rate plus one percent.

3.4 Payments to Affiliated Organizations or Persons (i.e., Related Party Transactions)

Prior to making payments to affiliated organizations or persons (i.e., related party transactions), CONTRACTOR must complete and submit to the COUNTY a disclosure statement identifying the nature of the relationship with the affiliated or related organizations/persons.

CONTRACTOR must not make payments to affiliated organizations or persons for program expenditures (e.g., salaries, services, rent) that exceed the lesser of actual costs of the affiliated or related organizations/persons or the reasonable costs for such expenditures. 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 (i.e., corporation, partnership, parent company, subsidiary organization, association) 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 lesser of actual costs of the affiliated or related organizations/persons or the reasonable costs (fair market value) for services rendered or items purchased.

Documentation must be maintained to support the actual costs of the affiliated or related organizations/persons and the reasonable costs for services rendered or items purchased, and shall include, but not be limited to:

- Financial records (e.g., general ledgers, payroll registers, labor distributions, invoices/receipts) of the affiliated or related organizations/persons.
- Price and rate quotations for the same services/goods from an adequate number of independent and qualified sources.
- Cost and price analysis.
- Vendor selection analysis.

3.5 Filing

All relevant supporting documentation for reported revenues and program expenditures must 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

3.6 Referencing

Accounting transactions posted to the CONTRACTOR'S books must 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 cross-referenced to the check issued for payment.

4.0 Donations and Other Sources of Revenue

For CONTRACTORS that use donations and/or other sources of revenue (e.g., grants, sales of supplies/services, rental income, miscellaneous revenue, fees) to pay for expenditures related to a COUNTY service, the CONTRACTOR must maintain accounting records that clearly identify the specific expenditures that were paid for with the other source(s) 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 three 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 made available upon request at a location within or near 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

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), "Audit Requirements" states that certain organizations receiving federal awards, including pass-through awards, have annual single audits. Details are contained in the Uniform Guidance.

A copy of any single audit report must be filed with the COUNTY upon request or within the timeframes prescribed by the COUNTY Agreement.

7.0 Subcontracts

CONTRACTOR must not subcontract services without the prior written consent of the COUNTY.

CONTRACTOR must provide COUNTY with copies of all executed subcontracts and must 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.

CONTRACTOR must monitor the activities of their subcontractors as necessary, but no less than annually, to ensure governmental monies are used for their intended purposes, compliance with applicable federal, State, and COUNTY requirements, and performance goals are achieved. The monitoring shall include, but is not limited to:

- Performing reviews of the subcontractor's fiscal and program operations.
- Performing reviews of required financial and performance reports.
- Verifying all subcontractors are audited as required.
- Following-up and ensuring appropriate corrective action is taken on all deficiencies pertaining to the subcontract.

B. INTERNAL CONTROLS

Internal controls are processes designed to provide reasonable assurance regarding the achievement of the CONTRACTOR'S objectives relating to operations, reporting, and compliance, and should safeguard the CONTRACTOR'S assets from misappropriations and misuse. Each CONTRACTOR must prepare necessary written procedures establishing internal controls for its personnel's use. The CONTRACTOR must instruct all 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 must 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 in the accounting records through the use of cost centers or separate accounts.

1.2 Manual 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 or as soon as reasonably possible.

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.

Deposit slips shall be retained in an organized manner, 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 deposit slip and 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 and reviewed by management for appropriateness and accuracy within 30 days of the bank statement date. The bank reconciliations should be signed and dated by both the preparer and the reviewer. CONTRACTOR should resolve reconciling items timely. See **Exhibit A** for a suggested bank reconciliation format.

2.0 Disbursements

2.1 General

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

Blank check stock must 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" or withdrawals of 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. If paper checks are used, the signature block must be cut out. Voided checks must be maintained with the canceled checks.

Returned or undelivered checks shall be canceled regularly, but no less frequent than monthly.

Unclaimed checks shall be canceled periodically, but no less frequent than every six months.

All supporting documentation shall reference the payment made for the expenditure (e.g., check number, transaction number for an electronic funds transfer or credit card payment) 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 must 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

Petty cash must NOT be used as a substitute for normal purchasing and disbursement practices (i.e., payment by check).

A CONTRACTOR may establish a petty cash fund up to \$500 to pay for **small** incidental expenditures incurred (e.g., postage due, parking meters, small purchases of office supplies) and may establish multiple petty cash funds when appropriate (i.e., petty cash fund for each location where services are rendered). The CONTRACTOR must obtain written approval from the COUNTY to establish a single petty cash fund greater than \$500.

Petty cash disbursements must be supported by original invoices, store receipts, or other external authenticating documents indicating each item purchased and the employee making the purchase. In the event that 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.

The petty cash fund must be maintained on an imprest (fixed) basis.

A check should be drawn to set up the fund and to periodically replenish the fund up to the imprest amount. Receipts, vouchers, etc., supporting each fund replenishment must be bound together, filed chronologically and cross referenced to the reimbursement check.

A petty cash log shall be maintained for each petty cash fund to track the usage and replenishment of petty cash. Petty cash logs should be reviewed on a monthly basis by a higher-level employee not having responsibilities over the respective petty cash fund to ensure petty cash funds are being used for their intended purposes. See **Exhibit B** for a suggested petty cash log format.

There should be a separate petty cash fund custodian assigned for each petty cash fund established. The petty cash fund custodian should not have any other cash handling responsibilities (i.e., sign checks).

The petty cash fund custodian will be responsible for maintaining and disbursing the petty cash funds and requesting replenishment of the fund up to its imprest amount when necessary.

Each day the petty cash fund is used, the petty cash fund custodian should reconcile the petty cash fund amount to the cash-on-hand, receipts/invoices for which replenishment has not yet been requested, and replenishment requests in process, but not yet received.

Petty cash must be secured at all times in a locked safe, file cabinet, or cash drawer. Access to the petty cash fund should be limited to the petty cash fund custodian and one other employee in case of absence or emergency.

Surprise cash counts of each petty cash fund shall be conducted periodically, but no less than quarterly, to ensure the petty cash fund is being maintained as required. The cash counts should be conducted by a higher-level employee not having cash handling responsibilities over the specific fund being counted. Documentation should be maintained to support each cash count conducted and should be signed and dated by the employee conducting the cash count.

2.4 Credit Cards

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.

The use of an employee's personal credit card on behalf of the CONTRACTOR for authorized and necessary items should be limited to purchases where established purchasing and disbursement practices are not suitable.

All credit card disbursements must be supported by original invoices, store receipts, or other external authenticating documents indicating each item purchased, the employee making the purchase, and the justification for the purchase. ***Credit card statements alone 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 the total hours worked each day by program and the total hours charged to each of the CONTRACTOR'S programs. ***Time estimates alone do not qualify as support for payroll expenditures and will be disallowed upon audit.***

All timecards and time reports must be signed and dated by the employee and the employee's supervisor (in ink or electronically) to certify the accuracy and approval of the reported time. To the extent the CONTRACTOR utilizes electronic timecards and time reports, the CONTRACTOR'S electronic time reporting system must also have sufficient controls to prevent unauthorized alteration/changes to electronic timecards and time 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, but not limited to, employee addresses and medical information, should be adequately encrypted using the minimum encryption standards described in Section A.3.2 to prevent unauthorized access and use.

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)
- Resume and/or application
- Proof of qualifications for the position, if required (e.g., notarized copy or original diploma, license(s))
- Performance evaluations
- Criminal record clearance (if required)

- Citizenship Status
- Benefit balances (e.g., sick time, vacation)
- Health Clearances (if required)

Benefit Balances

Employee benefit balances (e.g., sick time, vacation, personal time) 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 Incentive Compensation

Incentive compensation paid to employees should be reasonable, based on a measurable performance metric (e.g., cost reduction, efficient performance, suggestion awards, safety awards), and in accordance with the CONTRACTOR'S established policy or agreement with employees. The CONTRACTOR must maintain documentation to support incentive compensation payments to employees.

3.4 Limitations on Positions and Salaries

The CONTRACTOR shall not pay any salaries higher than those authorized in the COUNTY Agreement or by the applicable funding source(s) (i.e., federal and State agencies).

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

Payroll expenditures for employees working on more than one Agreement, program, or activity must be equitably allocated in accordance with the applicable sections of the Uniform Guidance and any other applicable funding source(s) (i.e., federal and State agencies) requirements.

The CONTRACTOR must not charge the COUNTY for any retroactive salary adjustments made to any employee without written approval from the COUNTY.

3.5 Separation of Duties

Payroll checks should be distributed by persons not involved in timekeeping, preparing of payroll transactions, or reconciling bank accounts.

All employee hires and terminations, or pay rate changes, must 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. All other 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 must 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 contract.

4.2 Non-Capital Asset Equipment

Non-capital asset equipment is defined as equipment containing COUNTY non-public information, or equipment with a unit cost of more than \$250 but 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, fax machines, and other portable assets).

4.3 Asset Identification and Inventory

All fixed assets including capital and non-capital asset equipment, purchased in full, or in part, with contract funds are to be used for the benefit of the contract and should be appropriately tagged.

Each CONTRACTOR must 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 must be conducted at least once every two years to ensure that all fixed assets are accounted for and maintained in proper working order. Documentation must be maintained to support the inventory conducted.

4.4 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 governmental agencies
 - Buildings and equipment 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.

4.5 Rental Costs of Buildings and Equipment

Rental costs are 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. This amount generally includes expenditures such as depreciation, maintenance, taxes, and insurance.
- 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. This amount generally includes expenditures such as depreciation, maintenance, taxes, and insurance.

4.6 Security

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

4.7 Property Management

The CONTRACTOR must assume responsibility and accountability for the maintenance of all fixed assets purchased, leased, or rented with contract funds.

The CONTRACTOR must maintain documentation to support all cases of theft, loss, damage, or destruction of fixed assets purchased with contract funds. The documentation shall, at a minimum, contain 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), the incident must be reported to the local law enforcement agency with jurisdiction over the location of the suspected crime.

The supporting documentation, including a copy of any related crime/incident reports, must be retained by the CONTRACTOR for a period of time under which the underlying records were destroyed or damaged were required to be retained plus an additional three years, and shall be retained for a longer period in the case of unresolved litigation or audit.

The CONTRACTOR must promptly report in writing to the COUNTY, and provide copies of all relevant supporting documentation described above, all cases of theft, loss, damage, or destruction of:

- Fixed assets purchased with contract funds with an acquisition cost or aggregate costs of \$950 or more.
- Fixed assets that electronically stored, used, and/or transmitted COUNTY non-public information.

CONTRACTOR must dispose/return to the COUNTY all fixed assets in accordance with the Agreement.

5.0 Bonding – All officers, employees, and contractors who handle cash or have access to the CONTRACTOR'S funds (e.g., prepare checks) 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 the CONTRACTOR to provide the services required by the Agreement. CONTRACTOR must use these funds on actual expenditures in an economical and efficient manner, and ensure they are reasonable, proper,

and necessary costs of providing services and allowable in accordance with the applicable sections of the Uniform Guidance and any other applicable funding source(s) (i.e., federal and State agencies) requirements.

1.1. Limitations on Expenditures of Program Funds

CONTRACTOR must comply with the Agreement and applicable sections of the Uniform Guidance and any other applicable funding source(s) (i.e., federal and State agencies). The Uniform Guidance 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 expenditures.

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

1.2 Expenditures Incurred Outside the Agreement Period

Expenditures 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 expenditures 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

Expenditures must not exceed the maximum limits in the contract budget.

1.4 Unspent Program Funds

CONTRACTOR must 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 Expenditures

For CONTRACTORS that operate programs or provide services in addition to the services required under contract, the CONTRACTOR must allocate expenditures to all benefiting programs, activities, and funding sources using an equitable basis. Unallowable activities (e.g., fundraising or investing) must also receive an appropriate allocation of costs.

In accordance with the applicable sections of the Uniform Guidance, CONTRACTORS must define their allocable expenditures as either direct or indirect costs (as defined below) and allocate each cost using the basis most appropriate and feasible. ***Actual conditions must be taken into account when selecting the method and/or base to be used to allocate expenditures to ensure expenditures are allocated equitably to each benefiting program, activity, and funding source.***

The CONTRACTOR must maintain documentation for allocated expenditures (e.g., timecards, time summaries, calculation of full-time equivalents, square footage measurements).

Under no circumstances shall allocated expenditures be charged to an extent greater than 100% of actual expenditures or the same expenditure 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.

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 expenditures should be treated as direct charges and distributed on the basis of the actual recorded hours spent on each program or using another equitable basis based on actual conditions.

Shared 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 shared costs as direct costs:

- Number of direct hours spent on each program
- Full-time equivalents for 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 shared purposes and cannot be readily identified with a particular final cost objective. Examples of indirect costs include the salaries and benefits of executive officers and administrative personnel (e.g., accounting, human

resources, information technology), depreciation and use allowances for administrative buildings, and other costs related to the general administration of the organization. Only expenditures that are allowable in accordance with the applicable sections of the Uniform Guidance and any other applicable funding source(s) (i.e., federal and State agencies) shall be included as indirect costs and allocated to the COUNTY program(s).

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs, excluding unallowable costs that do not represent an activity of the CONTRACTOR (e.g., fines, penalties, bad debts), capital expenditures, and other distorting items such as significant one-time expenditures, or subcontractor payments

2.3 Acceptable Indirect Cost Allocation Methods

The Uniform Guidance describes the following allowable methods for allocating and charging indirect costs:

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

CONTRACTOR must ensure the indirect cost allocation methodology chosen is clearly described in their Cost Allocation Plan and is used consistently to allocate indirect costs.

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% x \$100,000)	<u>\$24,000</u>

Direct Allocation Method

This method can also be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all costs except general administration and general expenditures are treated as direct costs. Shared costs, such as depreciation, facility and equipment rentals, facilities maintenance, telephone, and other similar expenditures, 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 expenditures, 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.

Negotiated Indirect Cost Rates

CONTRACTORS 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 with the largest dollar value of Federal awards funded 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 must submit a copy of the approval letter to COUNTY upon request.

De Minimis Rate

A CONTRACTOR that does not have a current negotiated (including provisional) rate may elect to charge indirect costs based on a de minimis rate of 10% of modified total direct costs. If elected, this rate may be used indefinitely, but must be used consistently to charge indirect costs to all programs and activities.

Modified total direct costs includes all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). It excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of \$25,000.

2.4 Indirect Cost Limitations

CONTRACTOR must ensure indirect costs charged to the COUNTY program are within any maximum limitations established by statutory requirements. Any amounts charged in excess of maximum limitations will be disallowed upon audit unless otherwise allowed and approved by the applicable COUNTY, State, or federal agency.

2.5 Cost Allocation Plan

CONTRACTOR must submit an annual Agency-wide Cost Allocation Plan as required by the COUNTY agreement and when requested by COUNTY. The Cost Allocation Plan must be prepared in accordance with COUNTY instructions and the applicable sections of the Uniform Guidance, and include the following information:

1. CONTRACTOR general accounting policies:
 - Basis of accounting
 - Fiscal year
 - Method for allocating indirect costs (e.g., simplified, direct, multiple, negotiated rate, de minimis rate)
 - Indirect cost rate allocation base (e.g., direct salaries and wages, direct costs)
2. Identify the CONTRACTOR'S direct, shared, 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.

D. UNALLOWABLE COSTS

The Uniform Guidance addresses the allowability of a variety of 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 (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 the Nonprofit 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 of directors, officers, and employees should be comparable to agencies of similar 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's Chief Executive Officer, President, Chief Financial Officer, and 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 CONTRACTOR expends federal awards in excess of \$750,000 in a year, the Audit Committee will recommend an independent auditor to perform the annual single audit of the CONTRACTOR'S financial records. The audit must be performed in accordance with Generally Accepted Government Auditing Standards and comply with the Single Audit Act and Uniform Guidance.
- 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 must 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 must 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.fraud.lacounty.gov

Email: fraud@auditor.lacounty.gov

Toll Free: (800) 544-6861

U.S. Mail: County of Los Angeles
Department of Auditor-Controller
Office of County Investigations,
500 W. Temple Street, Suite 514
Los Angeles, CA 90012

Agency Name
Bank and Account #
For the Month Ended June 30, 202X

Balance Per Bank Statement			\$ 35,000.00
Add:	Deposit(s) in Transit		\$ 4,000.00
	Bank Service Charge		
	(erroneously posted -- to be reversed next month)		\$ 20.00 [1]
Less:	Outstanding Checks		
	#100	\$ 1,000.00	
	#101	\$ 500.00	
	#102	\$ 500.00	\$ (2,000.00)
	Bank Posting Error (to be reversed next month)		\$ (120.00) [1]
Adjusted Bank Balance			<u>\$ 36,900.00</u>
<hr/>			
Balance Per Book			\$ 36,950.00
Less:	Bank Charges	\$ 40.00	
	Post Error	\$ 10.00	\$ (50.00) [1]
Adjusted Book Balance			<u>\$ 36,900.00</u>

Prepared by: _____ Date _____

Reviewed by: _____ Date _____

[1] Reconciling items.

Petty Cash Log

January 202X

Program/Location: _____

Approved Petty Cash Fund Amount: _____

Date of Transaction	Description of Transaction	Account Code	Cash Out	Amount of Transaction	Cash Received	Balance
Beginning Petty Cash on Hand						\$ 500.00
1/1/202X	Parking	XX-XXX	\$ 10.00	\$ 10.00		\$ 490.00
1/5/202X	Postage	XX-XXX	\$ 10.00	\$ 10.00		\$ 480.00
1/8/202X	Supplies (Posterboard)	XX-XXX	\$ 5.00	\$ 5.00		\$ 475.00
1/12/202X	Replenishment Check #101	XX-XXX			\$ 25.00	\$ 500.00
Total			\$ 25.00	\$ 25.00	\$ 25.00	
Ending Petty Cash on Hand						\$ 500.00

Petty Cash Custodian Signature

Date

Petty Cash Log Reviewer Signature

Date

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.

Los Angeles County Foster Family Agency Annual Revenue and Expenditure Report					
Contractor Name:					
Contract Number	Contractor Fiscal Year (MO/YR - MO/YR)	Number of L.A County Children	Total Number of Children	L.A. County Child Days of Care	Total Child Days of Care
A. Contract Revenues					Total
1 AFDC-FC Revenues					
B. Expenditures			Program Costs	Offsets	Final Costs
1a	Executive Director Salary				
1b	Assistant Director Salary				
1c	Administrator Salary				
1d	All Other Administrative Salaries				
2	Recruitment Payroll				
3	Training Payroll				
4	Administrative Contracts				
5	Telephone				
6	Postage and Freight				
7	Office Supplies				
8	Conferences, Meetings, and In-Service Training				
9	Memberships, Subscriptions, and Dues				
10	Printing and Publications				
11	Bonding and Contractually Required Insurance Premiums				
12	Advertising				
13	Miscellaneous				
14	Building and Equipment Payroll				
15	Building Rents and Leases				
16	Mortgage Acquisition Costs, Depreciation, and Interest				
17	Property Appraisal Fees				
18	Property Taxes				
19	Equipment and Property Insurance not included in 11 above.				
20	Utilities				
21	Building Maintenance				
22	Building and Equipment Contracts				
23	Building and Equipment Supplies				
24	Equipment Leases				
25	Equipment Depreciation Expense				
26	Expendable Equipment				
27	Building and Equipment Miscellaneous				
28	Vehicle Leases				
29	Vehicle Depreciation				
30	Vehicle Operating Costs				
31	Total Paid to Certified Family Homes				
32	Other Child-Related Costs, Not Provided by Certified Family Homes				
33	Social Worker Payroll				
34	Direct Care Contracts				
35	Total Expenditures				
C. Current Unexpended AFDC-FC Funds or Current Deficit (Section A Line 1 Less Section B Line 35)					
D. Unexpended AFDC-FC Funds or Deficit from Prior Fiscal Years.					
E. Total Accumulated Unexpended AFDC-FC Funds (TAUF) or Accumulated Deficit (Add Lines C and D)					
F. Contract Expenditures for Three Most Current Months in Report Fiscal Year					
If Section E is greater than Section F, submit a plan along with this report to DCFS describing how the Contractor plans to utilize the TAUF for the benefit of Placed Children for reasonable and allowable costs.					

I hereby certify to the best of my knowledge, under penalty of perjury, that the above report is true and correct, that the amounts reported are traceable to the Agency's accounting records, and that all AFDC-FC monies received for the purposes of this program were spent in accordance with the contract program requirements, the agreement and all applicable Federal, State, and County laws and regulations. Falsification of any amount disclosed herein shall constitute a false claim pursuant to California Government Code Section 12650 et. seq.

Executive Director	Signature	Date

Board Treasurer	Signature	Date

**Department of Children and Family Services and the Probation Department
Foster Family Agency Contract
Annual Revenue and Expenditure Report**

This section may be changed, updated or amended to incorporate The California Department of Social Services (CDSS) Financial reporting and cost reporting forms for Foster Family Agencies as identified in the Interim Licensing Standards or in All County Letters, Information Notices, Foster Care Audits and Rates Letters or other notices issued by CDSS.

In addition, the submission of this report may be changed to an electronic web based portal that can be accessed by the Contractor to log in and submit.

INSTRUCTIONS FOR COMPLETING ANNUAL REVENUE AND EXPENDITURE REPORT

The following are the instructions for completing the Department of Children and Family Services (DCFS) and Probation Department Annual Revenue and Expenditure Report:

Provide Identifying Information:

Contractor Name

Enter the Corporate:

Enter the Licensee's name:

Contract Number

Enter the contract number for the County Program

Enter the Aid to Families for Dependent Children Foster Care Rate Program Number:

Contractor Fiscal Year

Enter the Contractor's most recently completed fiscal year. This is also referred to as the Contractor's reporting period.

Number of County of Los Angeles placed children and youth

Enter the total number of County of Los Angeles County DCFS placed children the Contractor provided Foster Family Agency (FFA) services to in the reporting period.

Enter the total number of County of Los Angeles Probation placed youth the Contractor provided FFA services to in the reporting period.

Enter the total number of County of Los Angeles Non-Minor Dependents the Contractor provided FFA services to in the reporting period.

Total Number of Children

Enter the total number of children the Contractor provided FFA services to in the reporting period.

County of Los Angeles days of care

Enter the total days of care provided to all County of Los Angeles placed children, youth and NMDs by the Contractor's FFA Program during the reporting period.

Total Child Days of Care

Enter the total days of care provided to all children, youth and NMDs placed with the Contractor's FFA Program during the reporting period.

Report County Program Revenues and Expenditures:

For the Annual Revenue and Expenditure Report, revenues and expenditures should be reported based on revenues earned and costs incurred during the reporting period. All revenues and expenditures reported must be traceable to the Contractor's accounting records. Expenditures used directly on the Contractor's program or allocable as shared or indirect expenses to the Contractor's Program cannot be excluded solely for reporting purposes on the Annual Revenue and Expenditure Report.

A. Revenue**AFDC-FC-FFA Revenue**

Report the total of all AFDC-FC FFA payments received for children, youth and NMDs placed by the County of Los Angeles.

Please make a separate notation of all money received for clothing or any other non-AFDC-FC funds received during the reporting period.

B. Expenditures**Program Costs Incurred**

For each line item cost, enter total program expenditures that were incurred during the Contractor's fiscal year related to the County Program. Total program expenditures include expenditures that were directly used for or allocated to the County Program. Program expenditures should be allocated in accordance with requirements contained in Sections 25.2 and 25.3 of the Contract. If a cost item is shared among two or more programs, enter only the amount that can be attributed to County of Los Angeles placed children, youth or NMDs to operate the FFA Program.

Offsets

For each line item cost, enter total non-Program funds that were expended for program expenditures during the Contractor's fiscal year. For example, if the Contractor incurred unallowable program expenditures for the County Program, but used non-Program funds to cover the expenditures, then include the non-Program funds expended in the offsets. Enter only the amount used for services provided to County of Los Angeles placed children, youth and NMDs.

Final Costs

For each line item cost, subtract offsets from Program costs to obtain final costs charged to the County program.

The following is an explanation for completing each expenditure line item:

1a. Chief Executive Officer's Salary

Report all payroll costs for the Chief Executive Officer, include all payroll, payroll taxes and employee benefits as applicable.

1b. Assistant/Associate/Other Corporate Officers Salary

Report all payroll costs for the Assistant/Associate and all other Corporate Officers salary. Include all payroll, payroll taxes and employee benefits as applicable.

1c. Foster Family Agency Program Administrator Salary

Report all payroll costs for the Administrator(s). Include all payroll, payroll taxes and employee benefits as applicable.

1d. Mental Health Service Head

Report all costs for the Mental Health Service Head (s). Include any applicable payroll, payroll taxes and employee benefits, or an Independent Contractor costs as applicable.

1e. All Other Administrative Salaries

Report all payroll costs for the all other administrative staff. Include all payroll, payroll taxes and employee benefits as applicable.

2. Recruitment Payroll

Report all payroll costs for recruitment staff, please specify the difference between Resource Family Recruiters and employee and staff recruitment costs.

3. Training Costs

Report all costs for all training, both employees and independent contractors.

4. Administrative Contracts

Legal, consulting or other contract fees related to the program.

5. Communication devices telephone, cell phones, Internet Access remote electronic devices,

Report all costs related to telephone, cell phone, internet access and remove electronic devices, computers, tablets, i-pads, e.g.

6. Postage and Freight

Report all costs related to postage, mailings, and shipping.

7. Office Supplies

Report all costs incurred for office supplies.

8. Conferences, Meetings and In-Service Training

Report all costs, including travel and per-diem, related to conferences meetings, and training.

9. Memberships, Subscriptions, and Dues

Report all costs incurred for memberships, subscriptions, and dues.

10. Printing and Publications

Report all costs incurred for printing and publications.

11. Bonding and Contractually Required Insurance Premiums

Report all costs incurred for bonding and contractually required insurance premiums.

12. Advertising

Report all costs incurred for advertising.

13. Miscellaneous

Report all other costs that are not included in any other specifically identified line items.

14. Building and Equipment Payroll

Report all program building and equipment payroll costs. Include all payroll, payroll taxes and employee benefits as applicable.

15. Building Rents and Leases

Report all costs incurred for rents or leases of buildings.

16. Mortgage Acquisition Costs, Depreciation, and Interest

Report all costs related to acquisition of a mortgage, depreciation and interest.

17. Property Appraisal Fees

Report all costs incurred for property appraisal fees.

18. Property Taxes

Report all costs incurred for payment of property taxes.

19. Equipment and Property Insurance not included in 11 above.

Report all costs incurred for equipment and property insurance not included in 11 above.

20. Utilities

Report all costs incurred for electricity, gas, water, sewer, and garbage.

21. Building Maintenance

Report all building maintenance costs related to the program.

22. Building and Equipment Contracts

Report building equipment payroll, payroll taxes and employee benefits and any other cost of building and equipment contracts.

23. Building and Equipment Supplies

Report all building and equipment supply costs.

24. Equipment Leases

Report all costs incurred for equipment leases.

25. Equipment Depreciation Expense

Report all depreciation expense related to equipment.

26. Expendable Equipment

Report all costs incurred for purchases of expendable (non-capitalized) equipment.

27. Building and Equipment Miscellaneous

Report miscellaneous building and equipment costs not previously identified.

28. Vehicle leases/purchase

Report all costs related to vehicle leases.

29. Vehicle Depreciation

Report all depreciation expense related to vehicles.

30. Vehicle Operating Costs

Report all vehicle operating and maintenance costs.

31. Total Paid to Certified Foster Parents (CFPs) or to Approved Resource Families

Report all payments made to either CFPs or to Approved Resource Families.

32. Other Child-Related Costs

Report all other child related costs incurred by the FFA to provide services to the placed children, youth or NMDs. Do not include payments made to CFPs or Approved Resource Families (reported in line 31).

33. Social Worker Payroll

Report all social worker payroll costs. Include payroll, payroll taxes, and benefits as applicable.

34. Direct Care Contracts

Report any direct care contract costs not identified elsewhere.

35. Total Contract Expenditures

The total of allowable contract expenditures related to the care and services of placed Los Angeles County children reported by the Agency in Section B, Lines 1 through 34.

C. Current Unexpended AFDC-FC Funds or Current Deficit

The difference between Total Los Angeles County AFDC-FC Revenues (Section A, Line 1) and Total Contract Expenditures (Section B, Line 35)

D. Unexpended AFDC-FC Funds or Deficit from the most recent prior Fiscal Year

For the Contractor's prior fiscal year, were there unexpended AFDC-FC funds? If yes, please enter the total amount. Or was there a deficit, if yes, please enter that total amount.

E. Total Accumulated Unexpended AFDC-FC Funds (TAUF) or Accumulated Deficit

The total of Sections C and D.

Agency Certification

Upon completing the Annual Revenue and Expenditure Report, the Chief Executive Officer, Chief Financial Officer or equivalent and the Board Treasurer must sign and date the report at the bottom. By signing this form, the Chief Executive Officer, Chief Financial Officer and Board Treasurer are certifying under penalty of perjury that all information contained in the report is correct, that the amounts are traceable to agency accounting records, and that all County of Los Angeles AFDC-FC program funds were spent in accordance with County, State and Federal laws. The report must be submitted by the 120th calendar day after the end of the reporting period to:

DCFS (This may be changed to a web portal)

Fiscal Compliance
Attn: Financial Specialist
3530 Wilshire Blvd 5th Floor
Los Angeles, CA 90010.

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: _____

RESOURCE FOSTER PARENT ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

GENERAL

This is to emphasize that it is necessary to protect the confidentiality of information obtained from the Department of Children and Family Services.

I understand that the foster family agency approving my home, _____, has entered into an Contract with the County of Los Angeles to provide foster care support services to the County.

As a resource foster parent of _____, I must sign the Resource Foster Parent Confidentiality Agreement (on the reverse side of this page or attached) as a condition of my approval by _____.

RESOURCE FOSTER PARENT ACKNOWLEDGEMENT

I understand that _____ is my approval foster family agency. I rely exclusively upon the foster family agency approving my home for reimbursement of expenses for basic services I provide for children placed in my home and any and all other benefits I receive on my behalf during the period of this relationship.

I understand and agree that I am not an employee of Los Angeles County's Department of Children and Family Services for any purpose and that I do not have any, and will not acquire any, rights or benefits from the County of Los Angeles pursuant to any contract between the foster family agency approving my home and the County of Los Angeles, unless I have obtained a signed written waiver to this prohibition from the DCFS Director, or delegate, for purposes of entering into a foster-adopt plan of action.

Please Note: The Resource Foster Parent Confidentiality Agreement is on the reverse side of this page or attached to it. Both pages of this document must be reviewed, signed and in the Foster Family Agency's Contract for Foster Care with the County.

RESOURCE FOSTER PARENT CONFIDENTIALITY AGREEMENT

As a resource foster parent of _____ involved with work pertaining to County services, I may have access to confidential data pertaining to clients of the Department of Children and Family Services (DCFS). All clients of DCFS are assured that information that they give is confidential. Names, addresses and all other information concerning the circumstances of any individual for whom or about whom information is obtained are confidential. This is true of all information whether written or oral.

I understand that I may not discuss any situation(s), which could possibly identify an individual, nor shall names, addresses or any other identifying information of applicants, clients, foster parents or birth parents ever be discussed. I will not read narratives, letters, documents or other information except as necessary in the performance of my duties. In the event that I find that I am assigned work in connection with a family or a client known to me, it is my responsibility to ask that work on that particular case be transferred.

I hereby agree that I will not divulge to any unauthorized person any information obtained while performing work pursuant to the Contract between _____ and the County of Los Angeles.

I agree to refer all requests for the release of information received by me to the Foster Family Agency certifying my home.

I agree to report any and all violations of the above by any other person and myself to the Foster Family Agency approving my home and I agree to ensure that the Foster Family Agency approving my home reports such violations to the County of Los Angeles Department of Children and Family Services. I agree to return all materials to the Foster Family Agency approving my home upon termination of my approval by _____ or removal of my last placed child, whichever comes first.

I acknowledge that violation of this Resource Foster Parent Confidentiality Agreement may subject me to civil and/or criminal action and that the County of Los Angeles will seek all possible legal redress.

Name _____
(Signature)

Name _____
(Print)

Date _____

STATEMENT OF DANGEROUS BEHAVIORS

California Department of Social Services (CDSS) Manual of Policies and Procedures, Division 31, Section 31-405.1(t) requires placement agency workers to inform out-of-home care services providers of any known or suspected dangerous behaviors of a child being placed.

Child's Name: _____
 DOB: _____ DOP: _____

The following is all that is known to the placing agency with respect to the known or suspected dangerous behaviors of the above named child (check appropriate box for each item):

1. Violence towards others, physically threatening and/or assaultive behavior; property destruction or damage; cruelty to animals; robbing/stealing with use of force or weapons; gang activity or involvement.
☐ No known history. ☐ Yes, known or suspected history
 Specify and describe oh reverse side.
2. Violence towards self: suicide attempts/ideation; deliberate harm to self; drug overdoses.
☐ No known history. ☐ Yes, known or suspected history
 Specify and describe oh reverse side.
3. Sexual Maladjustment Problems sexual molestation of others: rape: sexual acting out.
☐ No known history. ☐ Yes, known or suspected history
 Specify and describe oh reverse side.
4. Arsonous behavior, fire setting or arson.
☐ No known history. ☐ Yes, known or suspected history
 Specify and describe oh reverse side.

By signing below, the placement worker acknowledges that all known and/or suspected dangerous behaviors of the child have been disclosed and discussed with the service provider and the service provider understands that this information is confidential and any unauthorized disclosure could result in a fine up to \$1,000.00.

 Signature (Placement Worker)

 Signature (Service Provider)

Agency _____

Agency _____

Date _____

Date _____

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

- (t) Provide the out-of-home care provider(s) information of any known or suspected dangerous behavior of the child being placed.
 - (1) The social worker shall document in the case record any information provided to the out-of-home care provider(s) regarding the child's known or suspected dangerous behavior, including the following:
 - (a) Date information was provided.
 - (b) Name of person receiving information.
 - (c) Specific facts provided.
 - (d) Affirmation that the person informed was advised that the facts were confidential and that unauthorized disclosure could result in a fine up to \$1,000.
- (u) Ensure completion of the documentation necessary to initiate AFDC-FC payments, as appropriate.
- (v) Assist the parents to understand their rights and responsibilities while their child is in foster care.
- (w) Document the reason(s) for the following, when applicable:
 - (1) The child's transfer to another placement location.
 - (2) The child's out-of-county or out-of-state placement.
- (x) Develop a discharge plan for any child who:
 - (1) Is under six years of age; and
 - (2) Is leaving a group home placement to return to parents, kin or an adoptive family or to placement in a foster family home.

NOTE: Authority Cited: Sections 10553 and 10554, Welfare and Institutions Code and Assembly Bill 1695, Section 21. Reference: Sections 309, 319, 361.2, 361.3 (as amended by Assembly Bill 1544, Chapter 793, Statutes of 1997), 309(d), 361.3, and 362.7 (as amended by Assembly Bill 1695, Chapter 653, Statutes of 2001), 11467.1, and 16501, Welfare and Institutions Code; and Section 1530.8, Health and Safety Code.



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2018)

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 2018 are less than \$54,884 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, 2019.

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.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2018 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 2018 and owes no tax but is eligible for a credit of \$800, he or she must file a 2018 tax return to get the \$800 refund.

EXHIBIT G

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 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 11-402.665 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

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ADMINISTRATION OF CONTRACT
COUNTY'S ADMINISTRATION

COUNTY PROGRAM DIRECTOR:

Name:	Jennifer Hottenroth, Psy.D.
Title:	Division Chief
Address:	2325 Crenshaw Blvd. Torrance, CA 90501
Telephone:	(310) 972-3204
Facsimile:	(562) 807-2163
E-Mail Address:	hottje@dcfs.lacounty.gov

COUNTY PROGRAM MANAGER:

Name:	Lisa-Marie Kaye
Title:	Children Services Administrator III
Address:	20151 Nordhoff Street Chatsworth, CA 91311
Telephone:	(213) 332-1359
Facsimile:	(818) 775-0292
E-Mail Address:	kayeli@dcfs.lacounty.gov

COUNTY PROGRAM MANAGER:

Name:	Angela Karimyan
Title:	Children Services Administrator II
Address:	532 E. Colorado Blvd., Suite 8-35 Pasadena, CA 91101
Telephone:	(213) 808-7317
Facsimile:	(626) 397-9150
E-Mail Address:	karima@dcfs.lacounty.gov

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: _____

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: _____

INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

The County of Los Angeles ("County") is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit ("Exhibit") sets forth the County and the Contractor's commitment and agreement to fulfill each of their obligations under applicable state or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Information Security and privacy requirements and procedures in this Exhibit are to be established by the Contractor before the Effective Date of the Contract and maintained throughout the term of the Contract.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between the County and Contractor (the "Contract") and any other agreements between the parties. However, it is the Contractor's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Contract by the Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. To the extent there are conflicts between this Exhibit and the Contract, this Exhibit shall prevail unless stated otherwise.

1. DEFINITIONS

The definitions below are specific to the uses within this Exhibit Z.

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to the County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.
- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.
- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management

safeguards and common controls in place or those planned for meeting the County's information security requirements.

- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** The Contractor shall maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Contract.

Contractor's Information Security Program shall include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

The Contractor shall exercise the same degree of care in safeguarding and protecting County Information that the Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

The Contractor's Information Security Program shall:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
- Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- Protect against accidental loss or destruction of, or damage to, County Information; and
- Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.

- b. **Privacy Program.** The Contractor shall establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program shall include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures shall be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor shall exercise the same degree of care in safeguarding the privacy of County Information that the Contractor exercises with respect to its own Information, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

The Contractor's Privacy Program shall include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of the County, and the County shall retain exclusive rights and ownership thereto. County Information shall not be used by the Contractor for any purpose other than as required under this Contract, nor shall such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contractor owns, leases or possesses.

4. CONTRACTOR'S USE OF COUNTY INFORMATION

The Contractor may use County Information only as necessary to carry out its obligations under this Contract. The Contractor shall collect, maintain, or use County Information only for the purposes specified in the Contract and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

5. SHARING COUNTY INFORMATION AND DATA

The Contractor shall not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

6. CONFIDENTIALITY

- a. **Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
- b. **Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor shall notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.

- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information (“NPI”) in the course of performing this Contract, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as “Internal Use”, “Confidential” or “Restricted” as defined in [Board of Supervisors Policy 6.104 – Information Classification Policy](#) as NPI. The Contractor shall not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.
- d. **Individual Requests.** The Contractor shall acknowledge any request or instructions from the County regarding the exercise of any individual’s privacy rights provided under applicable federal or state laws. The Contractor shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor shall notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor shall notify the County as described in Section 13 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
- e. **Retention of County Information.** The Contractor shall not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

The Contractor shall require all employees, agents, and volunteers to abide by the requirements in this Exhibit, as set forth in the Contract, and sign an appropriate written Confidentiality/non-disclosure agreement with the Contractor.

The Contractor shall supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training will cover, but may not be limited to the following topics:

- a. **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b. **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c. **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.
- d. **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- e. **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f. **Privacy:** The Contractor’s Privacy Policies and procedures as described in Section 2b. Privacy Program.

The Contractor shall have an established set of procedures to ensure the Contractor's employees promptly report actual and/or suspected breaches of security.

8. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit shall also apply to all Subcontractors and third parties. The Contractor or third party shall be subject to the following terms and conditions: (i) each Subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Contract including this Exhibit; and (ii) the Contractor shall be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Contract.

The Contractor shall obtain advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

The Contractor will encrypt County Information transmitted on networks outside of the Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer.

In addition, the Contractor shall not store County Information in the cloud or in any other online storage provider without written authorization from the County's Chief Information Security Officer. All mobile devices storing County Information shall be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

10. PHYSICAL AND ENVIRONMENTAL SECURITY

All Contractor facilities that process County Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

All Contractor facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

11. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Contractor shall: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 13 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups shall be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

12. ACCESS CONTROL

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements shall apply to back-up media stored by the Contractor at off-site facilities.

The Contractor shall implement formal procedures to control access to County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;

- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor shall record, review and act upon all events in accordance with Incident response policies set forth in Section 13 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor shall ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

13. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, the Contractor shall:

- a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within twenty-four (24) hours of detection of the Incident. All notifications shall be submitted via encrypted email and telephone.

County Chief Information Security Officer and Chief Privacy Officer email

CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:

Ralph Johnson
Chief Information Security Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 253-5600

Chief Privacy Officer:

Lillian Russell
Chief Privacy Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 351-5363

Departmental Information Security Officer:

Allen Ohanian
DCFS Information Security Officer
12440 Imperial Hwy.
Norwalk, CA 90650
(323) 627-9855
AOhanian@dcfs.lacounty.gov

- b. Include the following Information in all notices:
 - i. The date and time of discovery of the Incident,
 - ii. The approximate date and time of the Incident,
 - iii. A description of the type of County Information involved in the reported Incident, and

- iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
 - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor shall provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.
 - d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
 - e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
 - f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in this Contract and Exhibit, The Contractor shall be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

14. NON-EXCLUSIVE EQUITABLE REMEDY

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 CONFIDENTIALITY shall constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.

15. AUDIT AND INSPECTION

- a. **Self-Audits.** The Contractor shall periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through either (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the County.

The Contractor shall have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Contractor shall provide the audit results and any corrective action documentation to the County promptly upon its completion at the County's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any County Information, the Contractor shall promptly provide the County with copies of the same upon the County's reasonable request, including identification of any failure or exception in the Contractor's Information systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Section shall be provided at no additional charge to the County.

- b. **County Requested Audits.** At its own expense, the County, or an independent third-party auditor commissioned by the County, shall have the right to audit the Contractor's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon the County's request the Contractor shall complete a questionnaire regarding Contractor's Information Security and/or program. The County shall pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor shall bear all costs of the audit; and if the audit reveals material non-compliance with this Exhibit, the County may exercise its termination rights underneath the Contract.

Such audit shall be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The County's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor shall cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access shall extend to any regulators with oversight of the County. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, the Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Contractor or a third party; and (ii) corrective actions or modifications, if any, the Contractor will implement in response to such audits.

16. INTENTIONALLY LEFT BLANK

17. PRIVACY AND SECURITY INDEMNIFICATION

In addition to the indemnification provisions in the Contract, the Contractor agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, agents, employees, and volunteers from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to:

- The Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
- The Contractor's failure to perform or comply with any terms and conditions of this Contract or related agreements with the County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's systems or networks (including all costs and expenses incurred by the County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

Notwithstanding the preceding sentences, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.