

MASTER CONTRACT
FOR
SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM
BY AND BETWEEN
COUNTY OF LOS ANGELES



AND

CONTRACT NUMBER

ASSISTANCE LISTING NUMBER #93.658

Department of Children and Family Services
Contracts Administration Division
510 S. Vermont Avenue
Los Angeles, California 90020

AND

Los Angeles County Probation Department
Probation Child Welfare
Placement Permanency & Quality Assurance
11701 South Alameda Street, 2nd Floor
Lynwood, California 90262

JULY 2027

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
AND THE PROBATION DEPARTMENT
MASTER CONTRACT FOR
SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM (STRTP)**

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LIST OF EXHIBITS:

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Exhibit A-1	STRTP Reference Links
Exhibit A-2	STRTP Service Delivery Sites
Exhibit A-3	Criminal Record Exemption Notification
Exhibit A-4	Notification of Subsequent Arrest, Conviction, Probation, or Parole Violation
Exhibit A-5	Special Incident Reporting Guide
Exhibit A-6	STRTP Monthly Utilization Self-Report Template
Exhibit A-7	Safety Performance Outcome Summary
Exhibit A-8	Permanency Performance Outcome Summary
Exhibit A-9	Access to Effective and Caring Services/Well-Being Performance Outcome Summary
Exhibit A-10	STRTP Discharge Summary
Exhibit A-11	Provider Needs and Service Plan
Exhibit A-12	Intentionally Left Blank
Exhibit A-13	STRTP Plan of Operation and Program Statement
Exhibit A-13-1	Capacity Building Funding STRTP
Exhibit A-14	STRTP Facility License(s)
Exhibit A-15	STRTP Rate Letter
Exhibit A-16	Transfer of Medication Form
Exhibit A-17	Intentionally Left Blank
Exhibit A-18	Placement Coordinating Memorandum – Transgender Children/Non-Minor Dependent in Out-of-Home Care
Exhibit A-19	DCFS 561 (a) Medical Examination Form
Exhibit A-20	DCFS 561 (b) Dental Examination Form
Exhibit A-21	DCFS 561 (c) Psychological/Other Examination Form
Exhibit A-22	Intentionally Left Blank
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Exhibit A-24	DCFS 2281 Clothing Standard
Exhibit A-25	LASC JUV010 Declaration in Support of Access to Juvenile Records
Exhibit A-26	Intentionally Left Blank
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Exhibit A-28	DCFS 709 Foster Child Needs and Case Plan Summary
Exhibit A-29	Probation Child Welfare (PCW) Case Plan
Exhibit A-30	Electronics for Youth In Residential Care
Exhibit A-31	Administration of Opioid Antagonist Naloxone Hydrochloride

Exhibit B	Line Item Budget
Exhibit C	Office of Management and Budget (OMB) Title 2 Code of Federal Regulations (CFR) Chapter I, Chapter II, Part 200 et. al and 2 CFR 1.100, Title 2, Part 1
Exhibit C-1	Department of Auditor-Controller Contract Accounting and Administration Handbook
Exhibit C-2	Auditor-Controller/Department of Children and Family Services/Probation Department Fiscal Audit Phases, Fiscal Audits of Foster Care Services Contractors
Exhibit C-3	Short-Term Residential Therapeutic Program Cost Report (Form SR 3)
Exhibit C-4	Annual Expenditure Reports: Payroll and Fringe Benefit Report (Form SR 4) and Federal Revenue Certification (Form SR 9), (FC-32)
Exhibit D	Contractor Acknowledgment and Confidentiality Agreement
Exhibit D-1	Contractor Employee Acknowledgment and Confidentiality Agreement
Exhibit D-2	Contractor Non-Employee Acknowledgment and Confidentiality Agreement
Exhibit D-3	Confidentiality of Criminal Offender Record Information
Exhibit E	Statement of Dangerous Behaviors and California Department of Social Services Child Welfare Services Manual Section 31-405
Exhibit F	IRS Notice 1015 - Notice to Employees Regarding Federal Earned Income Credit
Exhibit G	Payment Resolution Notification
Exhibit H	Overpayment Policy
Exhibit I	Contractor's Certification of Compliance with Child, Spousal and Family Support Orders
Exhibit J	Contractor's Certification of Compliance with all Federal and State Employment Reporting Requirements
Exhibit K	Contractor's Equal Employment Opportunity Certification
Exhibit L	Charitable Contributions Certification
Exhibit M	Certification of Compliance with the County's Defaulted Property Tax Reduction Program
Exhibit N	Contract Investigation/Monitoring/Audit Remedies and Procedures
Exhibit O	Federal Debarment and Suspension Certification Form
Exhibit P	Contractor's Compliance with Encryption Requirements Form
Exhibit Q	Zero Tolerance Human Trafficking Policy Certification Form
Exhibit R	Contractor's Certification of Compliance with Background and Security Investigations
Exhibit S	Intentionally Left Blank
Exhibit T	County of Los Angeles Contractor Employee Jury Service Program Certification Form
Exhibit U	County's Administration Form

Exhibit V	Contractor's Administration Form
Exhibit W	Sample Report on Outside Employment Activities
Exhibit W-1	Sample Report on Conflict of Interest
Exhibit X	Discharge Outcome and Placement Stability Report
Exhibit Y	Federal Award Information
Exhibit Z	Intentionally Omitted
Exhibit AA	Information Security and Privacy Requirements
Exhibit BB	Compliance with Fair Chance Employment Hiring Practices Certification

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
AND THE PROBATION DEPARTMENT
MASTER CONTRACT FOR
SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM**

This is the Master Contract for Short-Term Residential Therapeutic Program (hereinafter referred to as "Contract").

This Contract is made and entered into this day of 202 by and between

County of Los Angeles
hereinafter referred to as "COUNTY"

and

hereinafter referred to as "CONTRACTOR"

RECITALS

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

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

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

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

WHEREAS, COUNTY has determined that the services to be provided under this Contract are economically advantageous to COUNTY and to provide a safe, secure, and nurturing living environment in which the children can develop physically, emotionally, socially, educationally, spiritually, and culturally; and

WHEREAS, pursuant to the provisions of WIC Section 11460, the California Department of Social Services (CDSS) is designated to administer a state system for establishing rates in the

Aid to Families with Dependent Children-Foster Care (AFDC-FC) program, under the Assistance Listing Number 93.658; and

WHEREAS, CONTRACTOR warrants that it possesses the competence, expertise, and personnel necessary to provide such services, and understands for purposes of this contract

DCFS STRTP Contract - Recitals

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considers itself a sub-recipient insofar as compliance with Office of Management and Budget (OMB) 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,

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

PART I: UNIQUE TERMS AND CONDITIONS

1.0 APPLICABLE DOCUMENTS

- 1.1 This Contract and the Exhibits hereto, constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous Contracts, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, Section 5.0, "Changes and Amendments", and signed by both parties.
- 1.2 Exhibits A through A-31, B, C through C-3, D through D-3, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, W-1, X, Y, Z, AA, and BB set forth below, are attached to and incorporated by reference in this Contract.
- 1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, service, schedule, contents, or description of any task, deliverable, product, service, or other work between this Contract, the Statement of Work, and the Exhibits, or among the Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, the Statement of Work, and then to the Exhibits according to the following priority:

Exhibit A	Statement of Work (STRTP)
Exhibit A-1	STRTP Reference Links
Exhibit A-2	STRTP Service Delivery Sites
Exhibit A-3	Criminal Record Exemption Notification
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Exhibit Z	Intentionally Omitted
Exhibit AA	Information Security and Privacy Requirements
Exhibit BB	Compliance with Fair Chance Employment Hiring Practices Certification

2.0 DEFINITIONS

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

2.1 “Admission” – means the determination by a licensed mental health professional, waived or registered professional, or the Head of Service to admit a client to the facility. Admission includes the completion of all admission procedures.

2.2 “Aid to Families with Dependent Children-Foster Care (AFDC-FC)” – means foster care financial assistance paid on behalf of children in out-of-home placement who meet the eligibility requirements specified in applicable state and Federal regulations and laws.

- 2.3 “Allowable Costs” – means that reported costs shall be allowable and reasonable as defined in Federal statutes and regulations including 45 CFR Part 74, 45 CFR Part 1356, and in California CDSS Manual of Policies and Procedures Section 11-402.8.
- 2.4 “Case Plan” – means a written document based on an assessment of the circumstances, which required child welfare services intervention. It is developed by the Children’s Social Worker (CSW) or Deputy Probation Officer (DPO) in partnership with the parent/guardian (whenever possible) and designed to reduce or eliminate the risk factor(s) which precipitated the referral to DCFS or Probation Child Welfare (PCW). It identifies a Case Plan goal (the desired outcome), objectives (the desired outcome of the successful completion of specified tasks), tasks/activities (for which a participant is accountable and the completion of which moves toward achievement of a specified Case Plan objective), the specific services to be provided and time frames for completion of the objectives and goals. Case Plan goals include: Family Maintenance, Family Preservation, Reunification, and Permanency Planning (Adoption, Legal Guardianship, and Long-Term Foster Care).
- 2.5 “Child” or “Children” - means any child or children under 12 years of age placed by COUNTY receiving Services from CONTRACTOR pursuant to this Contract.
- 2.6 “Child and Family Team” or “CFT” – means a group of individuals who are convened by the placing agency and who are engaged through a variety of teambased processes to identify the strengths and needs of the child or youth and his or her family, and to help achieve positive outcomes for safety, permanency, and well-being.
- 2.7 “Children’s Crisis Residential Program” – means a facility licensed by the department as a Short-Term Residential Therapeutic Program pursuant to Section 1562.02 and approved by the State Department of Health Care Services, or a county mental health plan to which the State Department of Health Care Services has delegated approval authority, to operate a children’s crisis residential mental health program approval pursuant to Section 11462.011 of the Welfare and Institutions Code, to serve children, non-minor dependents, and individuals 18 to 20 years of age, experiences mental health crises as an alternative to psychiatric hospitalization.
- 2.8 “Children’s Social Worker” or “CSW” – means an employee of DCFS who performs a wide range of professional casework services for children and families receiving services from DCFS.

- 2.9 “Community” – means the area/zip code where the Placed Child and his/her family were living at the time the child was taken into custody or where the Placed Child's family is living when the child is placed.
- 2.10 “Community Care Licensing Division” or “CCLD” – means the Division of the California Department of Social Services that licenses community care facilities including Short-Term Residential Therapeutic Program. They also monitor compliance with Title 22 regulations.
- 2.11 “Contract” – means an agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Statement of Work.
- 2.12 “CONTRACTOR” – means the sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by Exhibit A, Statement of Work.
- 2.13 “Core Practice Model” – means a process that is family centered, solution focused, trauma responsive, strength-based, team driven, and improves outcomes for children and families prioritizes child safety by enabling stronger teamwork with children and families, grounded in strong community support through Engagement, Teaming, Assessment and Understanding, and Tracking and Adapting.
- 2.14 “Core Services and Supports” – means services made available to children either directly or secured through formal agreements with other agencies, which are trauma-informed and culturally relevant which includes: Specialty Mental Health Services; Transition Services; Education, Physical, Behavioral, Mental Health, and Extracurricular supports; Transition to Adulthood Services; Permanency Support Services; and Indian Child Services.
- 2.15 “Corrective Action Plan” or “CAP” – means a document that serves as CONTRACTOR's commitment to remedy deficiencies in response to findings uncovered in investigations, as further described in Part I, Section 16.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, Subsection 16.1 and Exhibit N, Department of Children and Family Services/Probation Short-Term Residential Therapeutic Program Contract Investigation/Monitoring/Audit Remedies and Procedures.
- 2.16 “COUNTY” – means the Department of Children and Family Services, or the Probation Department, or the Department of Mental Health (DMH), on behalf of the County of Los Angeles and its Board of Supervisors.
- 2.17 “County Program Director” – means COUNTY representative at the Division Chief level responsible for oversight of the contracted program.

- 2.18 “COUNTY’s Program Manager” or “CPM” – means COUNTY representative responsible for daily management of contracted program operation and administering this Contract, consulting on policy, providing technical assistance and overall coordination and implementation of this Contract between the CONTRACTOR and COUNTY. (see Exhibit U, County’s Administration Form).
- 2.19 “County Contract Program Monitor” – means COUNTY representative responsible for the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
- 2.20 “COUNTY Worker” – means for a DCFS-Placed Child, COUNTY Worker is a Children’s Social Worker (CSW); for a Probation-Placed Child, COUNTY Worker is a Deputy Probation Officer (DPO); and for Department of Mental Health, COUNTY Worker is a professional.
- 2.21 “Day” or “Days” – means whether singular or plural, whether with initial letter capitalized or not, shall mean calendar days, and not business or workday, unless otherwise specifically stated.
- 2.22 “Day Rehabilitation Program” – programs funded by the Department of Mental Health that operate Short-Term Residential Therapeutic Program. These programs provide an organized and structured mental health treatment program to assist a distinct group of children/adolescents with serious emotional disturbance. The programs focus on addressing delayed personal growth and development. Services are intended to maintain individuals in their settings, consistent with their requirements for learning, development, and enhanced selfsufficiency.
- 2.23 “DCFS” - means COUNTY’s Department of Children and Family Services.
- 2.24 “Department of Mental Health” – The County of Los Angeles Department of Mental Health that, through its Children’s System of Care, provides services for emotionally disturbed children including those in Short-Term Residential Therapeutic Program. These services include:
- 2.24.1 Certification of the mental health services component for any proposed Short Term Residential Therapeutic Program prior to the Foster Care Funding and Rates Bureau establishing these rate levels;
- 2.24.2 Support for the development of Day Rehabilitation Programs in ShortTerm Residential Therapeutic Program;
- 2.24.3 Support for the development of Day Treatment Programs in Short-Term Residential Therapeutic Program; and

2.24.4 Providing Therapeutic Behavioral Services in Short-Term Residential Therapeutic Program.

- 2.25 “Dependent Children” – a child who is within the jurisdiction of the Juvenile Court under Welfare and Institutions Code, Sections 300(a), (b), (c), (d), (e), (f), (g), (h), (i), and (j). DCFS supervises Dependent Children.
- 2.26 “Deputy Probation Officer” or “DPO” – also referred to as Placement Officer, means an employee of Probation who performs a wide range of professional supervision and casework services for youth and families receiving services from Probation Child Welfare (PCW).
- 2.27 “Developmental Disability” – a disability which originates before an individual attains age 18, continues, or can be expected to continue indefinitely, and constitutes a substantial disability for that individual. This term shall include mental retardation, cerebral palsy, epilepsy, and autism. This term shall also include disabling conditions found to be closely related to mental retardation or to require treatment similar to that required for individuals with mental retardation, but shall not include other handicapping conditions that are solely physical in nature (WIC Section 4512(a)).
- 2.28 “Director” - means COUNTY’s Director of DCFS or his or her authorized designee.
- 2.29 “Do Not Refer Status” or “DNR Status” – means all new referrals to CONTRACTOR are suspended, as further discussed in Part I, Section 16.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, Subsection 16.3, Do Not Refer Status and Exhibit N, DCFS/Probation Short-Term Residential Therapeutic Program Contract Investigation/Monitoring/Audit Remedies and Procedures.
- 2.30 “Do Not Use Status” or “DNU Status” – means all new referrals to CONTRACTOR are suspended, and all Placed Children are removed from CONTRACTOR’s facility(ies), as further discussed in Part I, Section 16.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, Sub-section 16.4, Do Not Use Status and Exhibit N, DCFS/Probation Short-Term Residential Therapeutic Program Contract Investigation/Monitoring/Audit Remedies and Procedures.
- 2.31 “Emancipation” – means successful passage of foster youth to adulthood, including becoming a responsible and contributing member of the Community.
- 2.32 “Emancipation Planning” – means services designed to enable Placed Children age 14 years or older to successfully develop competencies in areas that will enhance their passage to adulthood once jurisdiction of case status has terminated.

- 2.33 "Excess Payment" or "Payment Error" - refers to any payment that is not an "Overpayment" as defined in this section, but which the CONTRACTOR received, but was not entitled to, and therefore, the CONTRACTOR must return it to the COUNTY.
- 2.34 "Expended Funds" or "Expended" or "Expenditures" – means AFDC-FC funds, received through this Contract that are subsequently spent by CONTRACTOR for the care and Services of Placed Children. Expended Funds must be reasonable and allowable in accordance with Part I, Section 25.0 Use of Funds, Sub-section 25.3 of this Contract.
- 2.35 "Federal Tax Exempt Status" – means the status of organization or agency that is exempt from Federal income tax under Section 501-(c)-(3) of the Internal Revenue Code.
- 2.36 "Fiscal Year(s)" - means the twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.37 "Foster Care Funding and Rates Bureau" – means the Division of the California Department of Social Services that establishes Aid to Families with Dependent Children-Foster Care rates for Short-Term Residential Therapeutic Program.
- 2.38 "Foster Care Payment Hotline" – means a telephone number that CONTRACTOR may call under circumstances described in this Contract (i.e., within 24 hours of child leaving the Short-Term Residential Therapeutic Program) or may call to request payment or Medi-Cal information. The Foster Care Payment Hotline Number is (800) 697-4444.
- 2.39 "Hold Status" – means a temporary suspension of referrals of children to CONTRACTOR by placing CONTRACTOR on Hold Status for up to a 45-Day period at any time during investigations, as further defined in Part I, Section 16.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, Sub-section 16.2 of this Contract and Exhibit N, DCFS/Probation Short-Term Residential Therapeutic Program Contract Investigation/Monitoring/Audit Remedies and Procedures.
- 2.40 "Independent Living Program" or "ILP" – means the program authorized under 42 U.S.C. 677 of the Social Security Act for services and activities to assist/prepare Placed Children age 14 or older to make the transition from out-of-home care to independent living. Youths receiving family reunification and permanent placement services, and those in out-of-home care are eligible. Youths receiving emergency response and family maintenance services and those in psychiatric hospitals are not eligible for the program. DCFS and Probation may also provide ILP services to former foster youths up to age 21. ILP is a major component of Emancipation Planning.

- 2.41 “Interagency Placement Committee” – means a committee established by the COUNTY, with a membership that includes at least the COUNTY placement agency and a licensed mental health professional from the DMH pursuant to Section 4096(c) of the Welfare and Institutions Code.
- 2.42 “Manual of Policies and Procedures” – refers to the manual promulgated by the California Department of Social Services.
- 2.43 “Needs and Services Plan” – means a comprehensive, individualized, time-limited, goal oriented plan, developed by CONTRACTOR identifying the specific needs of an individual Placed Child, including, but not limited to, those items specified in Title 22, Division 6, Chapter 5, Section 84068.2, that delineates those Services necessary in order to meet the Placed Child's identified needs.
- 2.44 “Non-minor Dependent (NMD)” – means a non-minor under the transition jurisdiction of the juvenile court, who has attained 18 years of age while under an order of foster care placement by the juvenile court, and is not more than 20 years of age, is in foster care under the placement and care responsibility of the county welfare department, county probation department, Indian tribe, consortium of tribes, or tribal organization, and has a transitional independent living case plan.
- 2.45 “Overpayment” – AFDC-FC Overpayments are those payments defined and governed by the State Manual of Policies and Procedures (MPP) Section 45-304.1.11 as follows: “any amount of aid paid which a foster care services provider received on behalf of a child to which the provider was not entitled.”
- 2.46 “Placed Child” or “Placed Children” – means any child or children placed by COUNTY receiving Services from CONTRACTOR pursuant to this Contract.
- 2.47 “Pool Rate” – means the rate of interest to be charged as determined by COUNTY’s Auditor-Controller.
- 2.48 “Probation” – means the COUNTY’s Probation Department.
- 2.49 “Probation Child Welfare” – means the section of the County’s Probation Department that supervises and fulfills state and federal mandates for all Probation foster youth.
- 2.50 “Probation Children” – a Child who is a ward of the Delinquency Juvenile Court under Welfare and Institutions Code, Section 601(a) or (b) or Section 602(a) or (b). Probation supervises Probation Children.
- 2.51 “Program” - means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work.

- 2.52 “Plan of Operation and Program Statement” – means a comprehensive description of the Sort-Term Residential Therapeutic Program’s program in effect during the term of this Contract.
- 2.53 “Real Property” – means land and anything growing on, attached to, or erected on it.
- 2.54 “Runaway” – means a child who absents himself or herself from the facility without permission from facility personnel.
- 2.55 “Runaway Plan” – means a written plan which addresses how the licensee will respond to runaway situations. The runaway plan is a component of the emergency intervention plan.
- 2.56 “Self-Sufficiency” - means by age 21 has developed the ability to maintain permanent housing, be enrolled in post-secondary education and/or on a career path leading toward a family sustaining wage.
- 2.57 “Seriously Emotionally Disturbed” – defined by Welfare and Institutions Code, Section 5600.3(a)(2) as a child who has a mental disorder as identified in the most recent edition of the Diagnostic and Statistical Manual of mental disorders, other than a primary substance use disorder or developmental disorder, which results in behavior inappropriate to the child’s age according to expected developmental norms. Members of this target demographic shall meet one or more of the following criteria:
- 2.57.1 As a result of the mental disorder, the child has substantial impairment in at least two of the following areas: self-care, school functioning, family relationships, or ability to function in the Community, and if either of the following occur:
- 2.57.1.1 The child is at risk of removal from home, or has already been removed from the home; or
- 2.57.1.2 The mental disorder and impairments have been present for more than six months, or are likely to continue for more than one year without treatment.
- 2.57.2 The child displays one of the following: psychotic features, risk of suicide, or risk of violence due to a mental disorder; and
- 2.57.3 The child meets special education eligibility requirements under Chapter 26.5 (commencing with Section 7570) of Division 7 of Title 1 of the Government Code.

- 2.58 “Severely Emotionally Disturbed/Severe Emotional Disorder” – refers to a complex of emotional and behavioral problems that are slightly less profound in either degree or extent than the “Seriously Emotionally Disturbed”.
- 2.59 “Service(s)”- means CONTRACTOR’s obligations under the Contract, including but not limited to the basic needs CONTRACTOR agrees to meet for each Placed Child as outlined in this Contract, the Statement of Work, the California Department of Social Services Regulations, and CONTRACTOR's Plan of Operation and Program Statement.
- 2.60 “Short-Term Residential Therapeutic Program” or “STRTP” – A residential facility that provides an integrated program of specialized and intensive care and supervision, services and supports, treatment, and short-term 24-hour care and supervision to children.
- 2.61 “State” – means the State of California.
- 2.62 “Subcontract” – means a contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.
- 2.63 “Subcontractor” – means an organization or individual that enters into a contract with CONTRACTOR to provide specific program Services. Such individuals are not considered employees of CONTRACTOR or COUNTY. In foster care, a Subcontractor usually provides hourly or fixed fee Services based on the number of Placed Children in the program.
- 2.64 “Therapeutic Behavioral Services” or “TBS” – services provided in some STRTPs through the DMH to provide temporary support for an individual child who may be experiencing a life crisis, when a life crisis is imminent, or who requires additional support to transition from a higher to lower level of care or to prevent movement to a higher level of care. TBS services are funded by Medi-Cal under the Early Periodic Screening, Diagnosis, and Treatment (EPSDT) Program.
- 2.65 “Title 22” – means the California Code of Regulations for community care facilities, including STRTPs.
- 2.66 “Un-Expended Funds” or “un-Expended” – means AFDC-FC funds, received through this Contract, which are retained and not spent by CONTRACTOR. (See Part I, Section 25.0, Use of Funds, Sub-section 25.6 of this Contract.)
- 2.67 “Youth” – means any minor or non-minor dependent age 12 and older.

- 2.68 “Youth Development Services” – includes, but is not limited to: plans for emancipating youth, vocational training, work experience, and educational opportunities.

3.0 TERM

- 3.1 The term of this Contract shall be effective July 1, 2027 or the date of execution by the Chief Probation Officer and the Director of the Department of Children and Family Services, whichever is later through June 30, 2030, unless terminated earlier, in whole or in part, as provided in this Contract. The initial term of the contract shall be July 1, 2027 through June 30, 2028. The second term shall be July 1, 2028 through June 30, 2029. The third term shall be July 1, 2029 through June 30, 2030.
- 3.2 The COUNTY shall have the sole option to extend the Contract term for up to two (2) additional 12-month period effective July 1, 2030 through June 30, 2032. The fourth term shall be July 1, 2030 through June 30, 2031. The fifth term shall be July 1, 2031 through June 30, 2032.
- 3.3 Each such option and extension shall be exercised at the discretion of the Director of DCFS and the Chief Probation Officer; and extended by the Director of DCFS by written notice to the CONTRACTOR thirty (30) days prior to the expiration of the Contract term, provided approval from the County Counsel is obtained prior to any such extension.

4.0 PAYMENT RATE

- 4.1 COUNTY and CONTRACTOR agree that payments referenced in this Contract are based on rates established by CDSS Foster Care Funding and Rates Bureau. During the term of this Contract, COUNTY shall compensate CONTRACTOR for the Services set forth in this Contract and in the Statement of Work (SOW) (Exhibit A), for each Placed Child at the STRTP as further described in Part I, Section 7.0, Invoices and Payments.
- 4.2 CONTRACTOR shall submit to COUNTY a current budget (within fifteen (15) Days of request by COUNTY) for the work to be performed under this Contract (Exhibit B, Line Item Budget). The line items shall provide sufficient detail to determine the Services to be delivered. Projected expenses in CONTRACTOR’s budget shall be periodically adjusted based on actual population and associated revenues. CONTRACTOR represents and warrants that the budget is true and correct in all respects, based upon information and belief available to CONTRACTOR at the time, and Services shall be delivered hereunder in accordance with the budget. If there is a shift in any line item budget category which exceeds fifteen percent (15%) of the amount budgeted for that category,

CONTRACTOR shall notify COUNTY of such change. COUNTY reserves the right to reject any budget changes submitted by CONTRACTOR.

5.0 GENERAL INSURANCE REQUIREMENTS

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

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

County of Los Angeles
Department of Children and Family Services
Attention: Contracts Administration Division
510 S. Vermont Avenue
Los Angeles, CA 90020

Prior to commencing Services under this Contract, such certificates or other evidence shall:

5.1.1 Specifically identify this Contract.

5.1.2 Clearly evidence all coverages required in this Contract.

5.1.3 Contain a provision that COUNTY shall receive written notice of cancellation or any change in required insurance including insurer, limits of coverage, and term of coverage or policy period. The written notice shall be provided to COUNTY at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in required insurance may constitute a material breach of the Contract, in the sole discretion of the COUNTY, upon which COUNTY may suspend, or terminate this Contract.

5.1.4 Include copies of the additional insured endorsement to the CONTRACTOR's general liability and sexual misconduct liability coverage adding the County, its Special Districts, elected and appointed officers, employees, agents, and volunteers as insured for all activities arising from

this Contract. The County may, at its sole discretion, suspend the requirement for an additional insured endorsement pertaining to CONTRACTOR's sexual misconduct liability coverage for the current term if the CONTRACTOR demonstrates that CONTRACTOR is unable to purchase an additional insured endorsement to the sexual misconduct liability coverage at reasonable market rates for the current contract term.

5.1.5 Waivers of Subrogation: To the fullest extent permitted by law, the CONTRACTOR hereby waives its rights and its insurer(s)' rights of recovery against COUNTY under all the Required Insurance for any loss arising from or relating to this Contract. The CONTRACTOR shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

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

5.3 Failure to Maintain Insurance: CONTRACTOR's failure to maintain or to provide acceptable evidence that it maintains the required insurance shall constitute a material breach of the Contract, upon which COUNTY immediately may withhold payments due to CONTRACTOR, or suspend, or terminate this Contract. COUNTY, at its sole discretion, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, the COUNTY may, upon notice to CONTRACTOR, purchase the required insurance, and deduct the premium cost from sums due to CONTRACTOR, or pursue CONTRACTOR reimbursement.

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

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

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

5.4.3 Any and all claims, lawsuits and involvements in litigation, which may directly or indirectly affect their operation, service delivery, or care for children, youth, and NMDs, within 30 Days.

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

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

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

5.6 Insurance Coverage Requirements for Subcontractors: CONTRACTOR shall ensure any and all Subcontractors performing Services under this Contract, consistent with Sub-section 6.1, meet the insurance requirements of this Contract by either:

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

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

5.7 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of selfinsurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

5.8 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County’s determination of changes in risk exposures.

6.0 INSURANCE COVERAGE REQUIREMENTS

6.1 General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits equal to the maximum allowed under contractor's policy, or the following, whichever is greater:

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

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

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

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

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

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

6.4 Professional Liability: Insurance covering CONTRACTOR's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination, or cancellation.

6.5 For STRTPs on County owned Property, the following additional coverage is required: Property Coverage: Such insurance shall be endorsed naming the COUNTY of Los Angeles as loss payee, provide deductibles of no greater than 5% of the property value.

6.6 Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct or molestation with limits of not less than \$1 million per claim and \$1 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment, or maltreatment of sexual nature.

6.7 Cyber (Privacy/Network Security) Liability:

The CONTRACTOR shall secure and maintain cyber liability insurance coverage with limits of \$2 million per occurrence and \$3 million in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of COUNTY Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and data/information loss and business interruption; any other liability or risk that arises out of the Contract. The CONTRACTOR shall add the COUNTY as an additional insured to its cyber liability insurance policy and provide to the COUNTY certificates of insurance evidencing the foregoing upon the COUNTY's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the CONTRACTOR's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

7.0 INVOICES AND PAYMENTS

7.1 The CONTRACTOR shall maintain Foster Care Funding and Rates Bureau STRTP authorization for payment with AFDC-FC funds throughout the term of the Contract. A copy of the current rate letter shall be included as Exhibit A-15 in this Contract. COUNTY shall pay CONTRACTOR for each Placed Child the monthly STRTP Rates established by the CDSS, Foster Care Funding and Rates Bureau.

7.2 COUNTY no longer requires CONTRACTOR to provide a voucher as a condition of payment; however, when a child leaves the placement, CONTRACTOR shall report the stop date on FCSS. The stop date can also be reported by returning the voucher with the date as instructed on it. Failure to report a stop date to COUNTY may result in an overpayment.

Written correspondence and/or vouchers for DCFS can be sent to:

County of Los Angeles
Department of Children and Family Services
Attention: Revenue Enhancement Division
Vendor Voucher Validation Unit
P.O. Box 368
Glendora, CA 91740-0368

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

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

7.4 COUNTY shall mail to CONTRACTOR the amount due by the 15th of the month following the month Services were provided, except retroactive, partial, and supplemental payments to CONTRACTOR, which shall be paid through the supplemental payment system. COUNTY has the right to delay payment or not make payment, per MPP 45-303.2 through 45.303.5, inclusive.

Questions regarding payment should be directed to the Foster Care Hotline at (800) 697-4444.

7.5 CONTRACTOR shall notify COUNTY, within thirty (30) Days of the receipt of any payment that is incorrect. In cases where the FCSS is not working properly, CONTRACTOR shall notify the COUNTY by completing the Payment Resolution Notification Form (COV 71) (Exhibit G) and emailing it to cov71@dcfs.lacounty.gov. Interest charges may be assessed from the 30th Day following identification and written confirmation by the COUNTY of the incorrect payment, at a rate equal to COUNTY's current Pool Rate, as determined by COUNTY's Auditor-Controller, per day on the delinquent amount due. Interest charges shall be paid by CONTRACTOR upon demand. Interest charges pertaining to notification of incorrect specified payments, which are defined as Overpayments will be governed by MPP 45-305.3.33 and 45-306 inclusive. Interest on defined Overpayments shall be collected and interest assessed as set forth in MPP 45-305.3.34 and MPP 11-402.66 inclusive, and any other related State regulations pertaining to the application of interest for Overpayments.

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

7.7 If COUNTY identifies an Overpayment, governed by MPP Sections 45-304 through 45-306 and 11-404, inclusive, COUNTY will comply with MPP Sections 45-304.1.122 and 126. COUNTY will provide CONTRACTOR with State Form Notice of Action 1261 as required by MPP Section 45-305.1 and a voluntary repayment agreement for the overpaid amount identified by CONTRACTOR. The repayment agreement will be in compliance with MPP Section 45-305.2.231 (a) – (d).

7.8 In addition to the requirements in Exhibit A, SOW, Part C, Section 15.0 Core Services and Supports, Sub-section 15.2.1 Prior Authorization for Movement of Children, CONTRACTOR shall notify DCFS Foster Care Hotline at (800) 697-4444 within 24 hours whenever a Placed Child is moved from one site/home to another or a child leaves the CONTRACTOR's program.

7.9 Excess Payments

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

County of Los Angeles
Department of Children and Family Services
Administrative Services Manager III
Fiscal Operations Division
Special Payments Section
510 S. Vermont Avenue
Los Angeles, CA 90020

7.9.2 In the event CONTRACTOR identifies an excess payment made by COUNTY, CONTRACTOR will notify COUNTY and, upon written confirmation by COUNTY of excess payment amount, CONTRACTOR will return all excess payments within thirty (30) Days to the address above (Exhibit H, Overpayment Policy).

7.9.3 In the event CONTRACTOR does not return payment, or enter into an agreement for payment on a mutually agreed upon time-frame within thirty

(30) Days of resolution of payment discrepancy or register a dispute within thirty (30) Days of overpayment notice, COUNTY may place CONTRACTOR on Do Not Refer Status pursuant to Part I, Section 16.0, Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan.

7.9.4 If CONTRACTOR registers a notice of dispute pursuant to this Section, Sub-section 7.9, the Division Chief will evaluate the adequacy of the CONTRACTOR's written response. Within twenty-five (25) calendar days of DCFS' receipt of CONTRACTOR's written response, DCFS will provide CONTRACTOR with DCFS' written response, which sets forth the required DCFS CAP. Should CONTRACTOR disagree with the contents of the CAP, CONTRACTOR shall submit a response to the DCFS CAP within fifteen (15) business days to DCFS Fiscal Monitoring Section. DCFS will review the CONTRACTOR's response to the DCFS CAP and issue a final required DCFS CAP within five (5) calendar days. Should CONTRACTOR not comply with the Corrective Action Plan, DCFS may, in its sole discretion, exercise any and all remedies, including but not limited to placement of CONTRACTOR on Do Not Refer or Do Not Use Status.

7.9.5 Except as limited in Part I, Section 7.0 - Invoices and Payments, Subsections 7.9.4, 7.10, and 20.8, CONTRACTOR may appeal the final decision pursuant to Part I, Section 20.0 Dispute Resolution Procedures.

7.10 Overpayments

7.10.1 In the event that COUNTY or CONTRACTOR discovers a payment made to CONTRACTOR which can be defined as an Overpayment, including but not limited to vouchers setting forth dates a child was not in placement but, for which CONTRACTOR was paid, during the term or discovered within five (5) years after expiration of the contract or contract extension, COUNTY, after review of MPP Sections 45-304.1.126 and 45-304.4, will issue CONTRACTOR a written State Form Notice of Action 1261 on collectible amount.

7.10.1.1 Thereafter, CONTRACTOR and COUNTY shall attempt to resolve the Overpayment prior to any informal or formal action taken by CONTRACTOR. If resolved voluntarily in favor of COUNTY, CONTRACTOR'S voluntary agreement to repay shall be in compliance with MPP Sections 45-305.2.21 through 45-305.23.231 (a)-(b).

7.10.1.2 If not resolved voluntarily, COUNTY may institute involuntary collection remedies pursuant to MPP Section 45-305.3 and

Overpayment recoupment actions required by MPP Section 45304.3.

7.10.1.3 CONTRACTOR may request an informal hearing, a State fair hearing, or both, as provided pursuant to MPP Sections 45306.1 through .3, inclusive.

7.10.1.4 CONTRACTOR shall have thirty (30) days from the date COUNTY mails the State Form Notice of Action 1261 to request the informal hearing. If the informal hearing is requested, COUNTY will conduct an informal hearing in accordance with the procedures set forth in MPP Sections 45-306.1 through .2, inclusive.

7.10.1.5 CONTRACTOR, if forgoing an informal hearing, must request the State fair hearing within ninety (90) days from the date COUNTY mailed the State Form Notice of Action 1261.

7.10.1.6 If CONTRACTOR has requested an informal hearing and desires a State fair hearing, CONTRACTOR must request the State fair hearing within ninety (90) days of the date that a written decision letter for the informal hearing is mailed, that CONTRACTOR withdraws their request for an informal hearing, or that CONTRACTOR does not appear at the informal hearing, whichever is earlier.

7.10.1.7 Once due process has expired or administrative remedies are exhausted in favor of COUNTY, COUNTY may seek additional recourse for collection in compliance with MPP Sections 45-304 through 45-306, inclusive, including interest and other remedies as set forth in the CONTRACT, by and between COUNTY and CONTRACTOR.

7.10.2 In the event CONTRACTOR does not return an Overpayment, governed by MPP Sections 45-304 through 45-306 either under the terms of a voluntary agreement pursuant to MPP Sections 45-305.2.23 - 45-305.2.24 or 45-304.124 or under the terms of an involuntary repayment agreement after exhaustion of due process pursuant to MPP Sections 45-304 through 45-306 and 11-402.66, inclusive, in favor of the COUNTY, COUNTY may place a DNR/DNU/HOLD under Section 17.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan. County shall provide a written notice of its intention to place CONTRACTOR on a Do Not Refer Status at least fifteen (15) days in advance.

- 7.10.3 In matters involving overpayments, governed by MPP Sections 45-304 through 45-306, and if the amount is determined collectible, CONTRACTOR will have thirty (30) days from the date of COUNTY'S mailing of a State Form Notice of Action 1261, to request an informal hearing. The informal hearing process, if elected by CONTRACTOR, will be compliant with hearing procedures set forth in MPP Sections 45-306.1 through 45-306.3. CONTRACTOR may, at its election, forgo an informal hearing and request a State fair hearing within ninety (90) days from the date of COUNTY'S mailing of State Form Notice of Action 1261.
- 7.10.4 CONTRACTOR must comply with the required time periods to request a formal or informal hearing. Contractors' failure to timely request a formal or informal hearing as set forth in MPP Sections 45-306.1 through 45-306.3 will result in the collection by COUNTY pursuant to MPP Sections 45-304 through 45-305 and 11-402.66.
- 7.11 For overpayments governed by MPP Sections 45-304 through 45-306 CONTRACTOR shall submit payment after exhaustion of due process in favor of COUNTY, and which results in identification of the Overpayment, as defined in MPP Section 45-304.5.52, CONTRACTOR shall submit re-payment in conformity with the priority of repayment, including lump sum repayment, voluntary repayment terms or involuntary repayment terms, as set forth in MPP Sections 45-305.2 and 45-305.3, inclusive, including referenced directions on methods of voluntary and involuntary collection and interest collection. Further, COUNTY may employ and implement CONTRACT actions as set forth in Part I, Sections 17.0 and 20.0 of this Contract.
- 7.12 With regard to overpayments, COUNTY shall be entitled to pre-judgment interest at the highest rate permitted by governing MPP Sections 45-305.3.331 (a) and (b), 45-305.3.332, and 45-305.3.34, or by any other applicable law. With regard to underpayments, CONTRACTOR shall be entitled to pre-judgment interest at the highest rate permitted by law.
- 7.13 Provided that COUNTY shall remove all Placed Children on or prior to the expiration or other termination of this Contract, CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for Services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract. Notwithstanding the foregoing, if COUNTY does not remove a Placed Child from a Certified STRTP following termination of this Contract, COUNTY will pay based upon the STRTP Rates.

7.14 Method of Payment and Required Information

- 7.14.1 The County may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment for any amounts due for goods or services provided under an agreement or contract with the County. Proposers/Contractors further agree that the default form of payment shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor Controller (A-C).
- 7.14.2 Upon contract award and at the request of the A-C or the contracting department, the Contractor shall provide the A-C with electronic banking and related information for the Contractor or any other payee that the Contractor designates to receive payment pursuant to this Contract. Such electronic banking and related information include, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number (TIN), a working email address capable of receiving remittance advices and other payment related correspondence, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 7.14.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments. Upon contract award or at any time during the duration of this Contract, a contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business, or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

7.15 All notices will be sent in accordance with STRTP contract Part I, Unique Terms and Conditions, Section 9.0 Notices.

7.16 Capacity Building Funding Invoices and Payments

- 7.16.1 For work performed in accordance with the terms of this Contract and Exhibit A-13-1, and as preapproved in writing by County, CONTRACTOR shall invoice County monthly in arrears as supported by the Budget, and in the format prescribed by the County. CONTRACTOR shall be paid only for the work performed and for the frequency or duration as specified in the Contract and any amendments thereto.
- 7.16.2 The CONTRACTOR shall submit monthly invoices and required supporting documentation under this Contract to the DCFS County

Program Manager for review and approval. The CONTRACTOR shall also submit an electronic copy via email to DCFS Accounting Services at Contractinvoices@dcfs.lacounty.gov.

7.16.2.1 The electronic invoice must be emailed via encrypted email by a representative of the CONTRACTOR, whose name, title and email address is included on the Exhibit V – CONTRACTOR’s Administration form.

7.16.2.3 Emails containing invoices must come from a CONTRACTOR specific domain and be encrypted and must not be sent from a generic third-party platform (e.g. Gmail, Hotmail, etc.).

7.16.2.4 Invoices and supporting documentation should be submitted to:

County of Los Angeles
Department of Children and Family Services
Attention: Program Manager’s listed on Exhibit U – Administration of Contract County’s Administration form.
Email to Program Manager’s Email Address listed on Exhibit U.

And a duplicate copy to:

County of Los Angeles
Department of Children and Family Services
Attention: Accounting Services, Contract Accounting Unit
510 South Vermont Avenue, 14th Floor
Los Angeles, CA 90020
Contractinvoices@dcfs.lacounty.gov

7.16.3 Whether or not federal dollars will be used to pay for services under this Contract, expenditures made by CONTRACTOR in the operation of this Contract shall be in compliance and in conformity with the Code of Federal Regulations and the Office of Management and Budget (OMB) Super circular (2 CFR 200 et seq) as applicable. CONTRACTOR is responsible for obtaining the most recent version of the OMB Super circular, which is available online via the Internet at <http://www.whitehouse.gov/omb/circulars/index.html> and as in County Fiscal Letter (CFL) 24/25-79 (issued on May 5, 2025) and in Title 2 Code of Federal Regulations Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Reports for Federal Awards.

7.16.4 Payment to CONTRACTOR will be made in arrears on a monthly basis, provided that the CONTRACTOR is not in default under any provision of this Contract. County has no obligation to pay for any work except those services expressly authorized by this Contract.

- 7.16.5 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR's Tax Identification Number. Furthermore, the Tax Identification Number is necessary for processing payment, as required by the County Auditor-Controller.
- 7.16.6 CONTRACTOR is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by CONTRACTOR and to notify County of any overpayments received by CONTRACTOR. Any overpayment received by CONTRACTOR, as determined by County Program Manager, or designee, shall be returned to County by CONTRACTOR within 30 days of receiving notification of such overpayment from the County, or may be set off at County's election against future payments due to CONTRACTOR. Notwithstanding any other provision of this Contract, CONTRACTOR shall return to County any and all payments, which exceed the Maximum Contract Sum. Furthermore, CONTRACTOR shall return said payments within 30 days of receiving notification of overpayment from the County or immediately upon discovering such overpayment, whichever date is earlier.
- 7.16.7 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that County has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.
- 7.16.8 Suspension and withholding of payment. In addition to other remedies, County reserves the right to suspend or withhold all payments to CONTRACTOR if required reports are not provided to County on a timely basis; if there are continuing deficiencies in CONTRACTOR 's reporting, record keeping or invoicing requirements; or if CONTRACTOR's performance of the work is not adequately evidenced or performed.

7.17 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

- 7.17.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ Contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 7.17.2 The CONTRACTOR shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and

comply with all accounting, record keeping, and tax reporting requirements.

7.17.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

7.17.4 At any time during the duration of the agreement/Contract, the CONTRACTOR may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the Contracting department(s), shall decide whether to approve exemption requests.

8.0 BACKGROUND AND SECURITY INVESTIGATIONS

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

8.2 If a member of CONTRACTOR's staff does not pass the background investigation, COUNTY may request that the member of CONTRACTOR's staff be immediately removed from performing services under the Contract at any time during the term of the Contract.

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

8.4 CONTRACTOR shall immediately notify COUNTY of any arrest or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff, or subcontractor who may come in contact with children while providing services under this Contract when such information becomes known to CONTRACTOR (see SOW Section 8.3).

8.5 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare, or safety of others, including but not limited to,

the offenses specified in Health and Safety Code, Section 1522 (offenses requiring registration as a controlled substance offender), and those crimes listed in the Penal Code 290 which involve murder, rape, kidnap, abduction, assault, and lewd and lascivious acts.

9.0 NOTICES

9.1 Unless otherwise specifically provided in this Contract, all notices to COUNTY shall be given in writing, sent by mail or email, addressed to the following:

Department of Children and Family Services
Contracts Administration Division - Notices
Attention: Contract Administrator
510 S. Vermont Avenue
Los Angeles, California 90020
Email: CADNotices@dcfs.lacounty.gov

AND

Probation Child Welfare
Placement Permanency & Quality Assurance Short-Term
Residential Therapeutic Program
Monitoring/Investigations
11701 South Alameda Street, 2nd Floor Lynwood,
CA 90262

Unless otherwise specifically provided in this Contract, all notices to CONTRACTOR shall be given in writing, by mail or email as indicated on Exhibit V, Contractor's Administration.

9.2 All notifications from COUNTY enclosing an amendment, change notice, new or revised policy, procedure, protocol and exhibit to this Contract shall be given in writing by mail or email as indicated on Exhibit V, Contractor's Administration.

9.3 All written notifications from COUNTY regarding CAPs, Hold Status, Do Not Refer or Do Not Use Status shall be given in writing by mail or email as indicated on Exhibit V, Contractor's Administration.

10.0 CONFIDENTIALITY

10.1 Pursuant to applicable WIC sections, including, but not limited to sections 5328 through 5330, 10850, and 827, all Placed Children's records are confidential. Portions of these confidential records, pertaining to the treatment or supervision of the Child, shall be shared with CONTRACTOR pursuant to the DCFS and Probation policies in effect and applicable State and federal law. The Juvenile Court has

exclusive jurisdiction over juvenile records, documents, and case information as well as the responsibility to maintain their confidentiality and the confidentiality of dependent children. Pursuant to Superior Court of California County of Los Angeles, Chapter 7.3, Juvenile Division Rules, a member of the public or media representative must obtain a court order from the Presiding Judge of the Juvenile Court prior to contacting a child if (1) the person seeks to interview, photograph, videotape or voice record a child, who that person knows, or has reason to know, is under juvenile court jurisdiction and has been removed from the physical custody of the parent or legal guardian, and (2) confidential information regarding the child's case or dependency or wardship status may or will be disclosed as a result. CONTRACTOR agrees to maintain the confidentiality of its records and conform to existing orders of the Juvenile Court and policies promulgated by State and federal laws and COUNTY policies regarding the Placed Child's confidentiality.

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

10.3 CONTRACTOR shall maintain the confidentiality of all records, including but not limited to, COUNTY records and client records, in accordance with all applicable Federal, State and local laws, regulations, ordinances, and directives regarding confidentiality. CONTRACTOR shall inform all of its officers, employees, and agents providing Services and care hereunder of the confidentiality provisions of this Contract. All employees of CONTRACTOR who have access to confidential records and data must sign and adhere to the attached "Contractor Employee Acknowledgment and Confidentiality Agreement" (Exhibit D-1).

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

10.5 Confidentiality Requirements for Probation

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

10.5.2 Employees of CONTRACTOR shall be given copies of all cited code sections, and a form to sign (Exhibit D-3, Confidentiality of Criminal Offender Record Information), regarding confidentiality of the information in the juvenile records. Copies of the form are to be sent to County Program Manager (Probation) within five (5) business days of start of employment.

11.0 COUNTY'S RESPONSIBILITY

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

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

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

11.3 COUNTY shall provide CONTRACTOR with all available information about the Placed Child that may be released in accordance with applicable laws and regulations concerning confidentiality and the release of DCFS or Probation case records to service providers. This information may include court orders and court reports; medical and mental health information; and educational and placement history information. COUNTY Worker will assist CONTRACTOR in obtaining all the necessary information. The information needed to assess the needs of the Placed Child shall include, but is not limited to: 1) the items identified in Title 22, Division 6, Chapter 1, Section 80070(b) and Chapter 5, Section 84070(b)(1)-(11); and 2) a description of dangerous propensities of the Placed Child as outlined in the CDSS, MPP Division 31, Section 31-310.16. COUNTY shall report to CONTRACTOR any additional information related to dangerous propensities learned subsequent to placement, in accordance with Exhibit E, Statement of Dangerous Behaviors.

11.4 COUNTY shall arrange for a child to visit a potential placement prior to placement whenever possible (DCFS only). If CONTRACTOR, the child's COUNTY Worker,

and the child agree, the child may be placed at the time of the pre-placement visit.

- 11.5 COUNTY Worker shall acknowledge that an orientation discussion with the Placed Child and COUNTY Worker was completed by signing the LIC 613B (See Exhibit A-1, Reference Links).
- 11.6 COUNTY Worker shall provide CONTRACTOR, at the time of placement or within 24 hours, with a placement packet, including valid proof of Medi-Cal coverage and a signed DCFS 4158, Authorization for Medical Care for a Child Placed by Order of the Juvenile Court. If a child is placed during regular business hours without these items, CONTRACTOR shall immediately notify the Foster Care Payment Hotline at (800) 697-4444. If a child is placed after regular business hours, CONTRACTOR shall call the Foster Care Payment Hotline the following business day with the Placed Child's name and date of placement, so that a placement packet may be obtained, because COUNTY cannot fund the placement until the placement packet is issued.
- 11.7 COUNTY shall be responsible for obtaining clothing available to the Placed Child within two days of placement and shall issue supplemental funds in accordance with COUNTY regulations and limitations to meet the Placed Child's needs based on the Clothing Standard (SOW Section 17.4).
- 11.8 COUNTY Worker shall work cooperatively with CONTRACTOR to provide input to and approval of the Needs and Services Plans and updates in accordance with SOW, Part C, Section 19.0 Needs and Services Plan.
- 11.9 COUNTY Worker shall include written reports from CONTRACTOR in the next court report.
- 11.10 COUNTY Worker shall provide CONTRACTOR with a copy of each court report to the extent permitted by confidentiality laws.
- 11.11 COUNTY will monitor for CONTRACTOR's compliance with State laws, regulations and policies applicable to the visitation of children in placement.
- 11.12 COUNTY Worker shall seek parental or Juvenile Court consent, as needed and as permitted by law, for the Placed Child's medical and dental care, mental health treatment, and participation in recreational and school activities.
- 11.13 COUNTY Worker shall provide CONTRACTOR with a copy of the court authorization for psychotropic medication, when applicable, within one day of placement. COUNTY Worker shall also provide CONTRACTOR with copies of all court re-authorizations for psychotropic medication, when applicable, prior to the expiration of the existing court authorization for psychotropic medication.

12.0 DESCRIPTION OF SERVICES

- 12.1 CONTRACTOR covenants and agrees to provide all Services as described in this Contract and set forth in the SOW (Exhibit A) of this Contract. CONTRACTOR shall provide such Services to each Placed Child in accordance with CONTRACTOR's STRTP Plan of Operation and Program Statement, Exhibit A-13. CONTRACTOR warrants that it possesses the competence, expertise, and personnel necessary to provide such Services.
- 12.2 CONTRACTOR has submitted a Plan of Operation and Program Statement(s) to CCLD and has received CCLD approval of such Plan of Operation and Program Statement(s).
- 12.3 COUNTY may, during the term of this Contract, request that CONTRACTOR make revisions to its Plan of Operation and Program Statement by notifying CONTRACTOR in writing thirty (30) Days in advance of any proposed changes. Also, CONTRACTOR shall submit a revised Plan of Operation and Program Statement to COUNTY at any time during the term of this Contract when CONTRACTOR makes changes to its program. COUNTY shall review such Plan of Operation and Program Statement revisions for approval in accordance with Part II, Section 5.0, Changes and Amendments.
- 12.4 Nothing herein establishes a right of CONTRACTOR to the placement of children by COUNTY, or of the continued placement of children by COUNTY.
- 12.5 CONTRACTOR shall allow County Worker to visit, interview, and conduct case planning with youth when necessary.

13.0 STATE LICENSE

- 13.1 CONTRACTOR shall maintain a Short-Term Residential Therapeutic Program Facility License(s) (Exhibit A-14) for each contracted facility, issued by the CDSS, CCLD Division, throughout the term of the Contract.
- 13.2 If planning to add additional STRTP site(s) during the term of the Contract, CONTRACTOR shall notify and receive written approval from COUNTY Program Managers prior to the placement of, or serving Placed Children at the additional site(s). CONTRACTOR's decision to pursue licensure of additional sites from CDSS, CCLD Division does not ensure placements from Los Angeles COUNTY.

14.0 FEES

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

15.0 OTHER SOURCES OF INCOME

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

DCFS Finance Office
Attention: Deposit Unit
510 S. Vermont Avenue
Los Angeles, CA 90020

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

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

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

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

16.1 Corrective Action Plan (CAP)

When DCFS/Probation reasonably determines in its sole discretion, that a CONTRACTOR's deficiencies are amenable to correction, DCFS/Probation may require CONTRACTOR to provide a CAP and DCFS/Probation and CONTRACTOR may enter into a CAP. A CAP shall serve as CONTRACTOR's commitment to remedy such deficiencies. The CAP procedures are further discussed in Exhibit N, Contract Investigation/Monitoring/Audit Remedies and Procedures.

16.1.1 Notwithstanding the above, Audit Remedies and Procedures which require a CAP to include repayment of Overpayments, governed by MPP Sections 45-304 through 45-306 inclusive, will be included in the CAP after COUNTY's review of MPP Section 45-304.126, if appropriate. CONTRACTOR will be provided with State Form Notice of Action 1261. The voluntary agreement to repay an Overpayment by CONTRACTOR, set forth in a CAP shall be in compliance with MPP Section 45-305.2.23. If CONTRACTOR disputes the Overpayment, COUNTY's additional contract remedies available for a CAP including, but not limited to, those remedies described in Part I, Section 16.0 Hold Status, Do Not Refer Status, Do Not Use Status and CAP, if the issue in dispute is solely the repayment of the identified Overpayment, governed by MPP Sections 45-304 through 45-306, inclusive, will be contingent on: a) exhaustion of due process in favor of COUNTY, and CONTRACTOR fails to repay the Overpayment; or, b) a voluntary or involuntary agreement to repay the Overpayment exists with COUNTY, and CONTRACTOR fails to repay the Overpayment pursuant to the voluntary or involuntary agreement.

16.1.2 However, when any other additional disputes exist, either solely or in addition to the Overpayment issues, COUNTY may employ the use of contract remedies as described in Part I, Section 16.0 Hold Status, Do Not Refer Status, Do Not Use Status and CAP above, as it pertains to non-Overpayment, regardless of the Overpayment being in dispute and any outstanding due process or administrative remedies which may exist for a disputed Overpayment.

16.2 Hold Status

Notwithstanding any other provision of this Contract, COUNTY retains the right to temporarily suspend referrals of children to CONTRACTOR by placing CONTRACTOR on Hold Status, for up to a 45-day period at any time during investigations, auditing, or monitoring when based on prima facie evidence, DCFS/Probation reasonably believes, in its sole discretion, that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or noncompliance with a significant administrative/fiscal/programmatic requirement

of this Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Sub-section 16.1, and as further described in Exhibit N, Contract Investigation/Monitoring/Audit Remedies and Procedures.

16.2.1 Notwithstanding the above, COUNTY may also elect to employ a Hold status (Sub-section 16.2.), unless child safety is at issue, involving Overpayments only after compliance with MPP Sections 45-304 through 45-306 inclusive, under circumstances where CONTRACTOR has failed to repay COUNTY per voluntary agreement (MPP Sections 45-305.2.21 through 45-305.2.24), failure to repay per voluntary agreement pursuant to MPP Section 45-304.1.124, or failure to voluntarily repay COUNTY and after exhaustion of due process in COUNTY's favor (MPP Sections 45304.51 through 45-304.52).

16.2.2 Under warranted circumstances, a Hold Status may be rescinded, on a Short-Term Residential Therapeutic Program as provided in Exhibit N, Contract Investigation/Monitoring/Audit Remedies and Procedures.

16.3 Do Not Refer Status

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

When Do Not Refer Status is implemented, a CAP may be established, as provided in Exhibit N, Contract Investigation/Monitoring/Audit Remedies and Procedures. Do Not Refer Status is removed if the CONTRACTOR conforms to the CAP in terms of content and timeframe, or as provided in Exhibit N, Contract Investigation/Monitoring/Audit Remedies and Procedures.

16.3.1 Notwithstanding the above, COUNTY may also elect to employ a Do Not Refer status (Sub-section 16.3), unless child safety is at issue, involving Overpayments only after compliance with MPP Sections 45-304 through 45-306 inclusive, under circumstances where CONTRACTOR has failed to repay COUNTY per voluntary agreement (MPP Sections 45-305.2.21 through 45-305.2.24), failure to repay per voluntary agreement pursuant to MPP Section 45-304.1.124, or failure to voluntarily repay COUNTY and

after exhaustion of due process in COUNTY's favor (MPP Sections 45304.51 through 45-304.52).

16.4 Do Not Use Status

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

Under unique, warranted circumstances, a Do Not Use Status may be rescinded, as provided in Exhibit N, Contract Investigation/Monitoring/Audit Remedies and Procedures.

16.4.1 Notwithstanding the above, COUNTY may also elect to employ a Do Not Use status (Sub-section 16.4), unless child safety is at issue, involving Overpayments only after compliance with MPP Sections 45-304 through 45-306 inclusive, under circumstances where CONTRACTOR has failed to repay COUNTY per voluntary agreement (MPP Sections 45-305.2.21 through 45-305.2.24), failure to repay per voluntary agreement pursuant to MPP Section 45-304.1.124, or failure to voluntarily repay COUNTY and after exhaustion of due process in COUNTY's favor (MPP Sections 45304.51 through 45-304.52).

16.5 Notice Requirements

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

COUNTY will notify CONTRACTOR in writing fifteen (15) Days prior to DCFS/Probation's intention to place CONTRACTOR on Hold Status for Administrative reasons (except insurance provisions). COUNTY will notify CONTRACTOR in writing seventy-two (72) hours prior to DCFS and PCW's intention to implement Do Not Refer, or Do Not Use Status related to Administrative reasons (except insurance provisions). Verbal notification of such actions will be provided prior to or at the time of CONTRACTOR's placement on Hold/DNR/DNU Status to the extent possible. To the extent possible and reasonable, and without interfering with any law enforcement investigation, and consistent with statutes and regulations related to confidentiality laws, notification will include the reason(s) for placing CONTRACTOR on Hold Status.

When Do Not Refer or Do Not Use Status is recommended, the written notification letter will also invite CONTRACTOR to participate in a Review Conference (as described in Exhibit N) to discuss the COUNTY's decision and include a deadline by which the CONTRACTOR must indicate its intent to participate in the Review Conference (please refer to Exhibit N, Contract Investigation/Monitoring/Audit Remedies and Procedures).

16.6 Disagreement with Decision

Other than overpayment determinations subject to MPP Sections 45-304 through 45-306 inclusive, CONTRACTOR may challenge the COUNTY action in accordance with DCFS/Probation local agency policies and procedures (please refer to Exhibit N) then in effect, and thereafter, CONTRACTOR may appeal through the dispute resolution procedures described in Part I, Section 20.0 herein.

16.7 Termination Hold Status

COUNTY may place CONTRACTOR on Termination Hold. COUNTY may also place CONTRACTOR on Termination Hold if CONTRACTOR's facility license is suspended or revoked, or if CONTRACTOR receives notice that its Foster Care Rate Letter will be terminated. Notwithstanding any other provision of this Contract, in the event either COUNTY or CONTRACTOR terminates this Contract for convenience or for default, COUNTY shall suspend referrals of children to CONTRACTOR and remove, or cause to be removed, all Placed Children from the CONTRACTOR's supervision. In such event, no DCFS/Probation local agency grievance policies and procedures will occur.

17.0 FINANCIAL REPORTING

This section may be changed, updated or amended to incorporate The CDSS Financial reporting and cost reporting forms for STRTP as identified in the Interim Licensing

Standards, Version 2, or in All County Letters, Information Notices, Foster Care Audits and Rates Letters or other notices issued by CDSS.

17.1 CONTRACTOR shall report annual revenues and expenditures on the Annual Expenditure Report (Exhibit C-4), (FC-32). This report will require sign-off, under penalty of perjury, by CONTRACTOR'S Chief Executive Officer, or Chief Financial Officer or CONTRACTOR's Administrator, as defined in the STRTP Interim Licensing Standards, Version 2. These Standards implement provisions of Assembly Bill 403 (Chapter 773, Statutes of 2015) and Assembly Bill 1997 (Chapter 612, Statutes of 2016) that govern STRTPs effective January 1, 2017

17.2 The Annual Expenditure Report (Exhibit C-4), (FC-32), along with the Short-Term Residential Therapeutic Program Cost Report (Exhibit C-3), shall be submitted to the County 120 days following the close of the CONTRACTOR's Fiscal Year.

17.2.1 Submission of Internal Revenue Service (IRS) and Employment Development Department (EDD) Transcripts

CONTRACTOR shall submit to COUNTY a true and correct and complete copy of its IRS and EDD Account Transcripts showing each of its quarterly IRS Form 941 and EDD Form DE-9 filings (hereafter "IRS and EDD Transcripts"). CONTRACTOR shall submit its IRS and EDD Transcripts in a timely fashion, as set forth in this Contract, and time shall be of the essence with regard to the submission of the IRS and EDD Transcripts to the COUNTY.

17.2.1.1 CONTRACTOR shall submit to the COUNTY its IRS and EDD Transcripts which includes its IRS Form 941 and EDD Form DE9 filings, filed during the first and second quarters of the calendar year, not later than September 30, of the year in which the IRS Form 941 and EDD Form DE-9 were filed.

17.2.1.2 CONTRACTOR shall submit to the COUNTY its IRS and EDD Transcripts which includes its IRS Form 941 and EDD Form DE9 filings, filed during the third and fourth quarters of the calendar year, not later than March 31, of the year immediately following the year in which the IRS Form 941 and EDD Form DE-9 were filed.

17.2.1.3 In the event CONTRACTOR does not file the IRS Form 941 and EDD Form DE-9 during a quarter, CONTRACTOR shall submit to the COUNTY, in addition to the transcripts identified in 17.2.1.1 and 17.2.1.2, a true and correct copy of its Internal Revenue Service Verification of Nonfiling ("IRS VN") and

Employment Development Department Employer Account Statement (“DE-2176”).

17.2.1.4 CONTRACTOR shall submit its IRS and EDD Transcripts, and any IRS VN and EDD DE-2176 by email, to the email address as set forth below:

Department of Children and Family Services
Contract Compliance Division
Fiscal Compliance Section
Email: CAD-Fiscal-Compliance@dcfs.lacounty.gov

17.2.1.5 CONTRACTOR and COUNTY agree that each and every IRS and EDD Transcript and IRS VN and EDD DE-2176 submitted to the COUNTY, or which should have been submitted by CONTRACTOR to the COUNTY pursuant to the terms of this Contract, is incorporated by reference into this Contract and the parties shall not assert that any such document constitutes parole evidence.

17.2.1.6 CONTRACTOR and COUNTY agree that the copies of each and every IRS and EDD Transcript and IRS VN and EDD DE-2176 submitted to the COUNTY pursuant to the terms of this Contract shall become the property of the COUNTY.

17.2.1.7 CONTRACTOR understands and acknowledges that COUNTY is subject to the provisions of the California Public Records Act; consequently, every IRS Transcript and EDD Transcript and IRS VN and EDD DE-2176 submitted to the COUNTY pursuant to the terms of this Contract becomes a matter of public record, with the exception of those parts of each submitted document which are specifically identified, and plainly marked, by the CONTRACTOR, at the time of submission to the COUNTY, as exempt from disclosure pursuant to the provisions of the California Public Records Act. For purposes of this Contract, parts of each submitted document are not specifically identified and plainly marked unless they specifically identify the legal authority and operative facts which exempt the part from disclosure pursuant to the California Public Records Act.

17.2.1.8 CONTRACTOR and COUNTY agree that the COUNTY shall not, in any way, be liable or responsible for the disclosure of any IRS and EDD Transcripts, IRS VN and EDD DE-2176, or any part of any IRS and EDD Transcripts or IRS VN and EDD DE-2176, if

disclosure is required or permitted under the California Public Records Act or otherwise by law.

17.2.1.9 CONTRACTOR and COUNTY agree that a blanket statement of exemption, confidentiality or the marking of each page of an IRS Transcript and EDD Transcript or IRS VN and EDD DE-2176, as exempt or confidential shall not be sufficient to exempt the IRS and EDD Transcripts, IRS VN and EDD DE- 2176, or any portion thereof, from disclosure by the COUNTY. The CONTRACTOR must specifically label only those portions of the IRS and EDD Transcripts or IRS VN and EDD DE-2176 which are exempt from disclosure pursuant to the California Public Records Act and provide a citation to the legal authorities which render the portion exempt from disclosure.

17.3 If the Contract starts on a date other than the beginning of the CONTRACTOR's Fiscal Year, then the initial report shall be for a period less than twelve (12) months, ending on the last day of the CONTRACTOR's fiscal year.

17.4 In the event that the Annual Expenditure Report Exhibit C-4, (FC-32) is not timely submitted, the COUNTY may take action, pursuant to policies and procedures outlined in Part I, Section 16.0. In the event the "Notice of Intent to Place on Administrative Hold" status is implemented, the COUNTY shall notify CONTRACTOR in writing within ten (10) days prior to such status being used.

17.5 The Annual Expenditure Report and Program Cost Report Exhibit C-4, (FC-32) for STRTP that serve DCFS and Probation children shall be emailed to:

Department of Children and Family Services
Contract Compliance Division
Fiscal Compliance Section
Email: CAD-Fiscal-Compliance@dcsf.lacounty.gov

The Annual Expenditure Report and Program Cost Report Exhibit C-4, (FC-32) for STRTP that serve Probation youth and Dually Supervised youth shall be mailed to:

Los Angeles County Probation Department
Probation Child Welfare
Placement Permanency & Quality Assurance
11701 South Alameda Street, 2nd Floor
Lynwood, CA 90262

(This may be changed to a web portal for electronic submission by the Contractor's)

18.0 REPORTING REQUIREMENTS

- 18.1 The CONTRACTOR shall prepare and submit a report in each instance enumerated in Part I, Sub-section 5.4, Notification of Incidents, Claims or Suits.
- 18.2 COUNTY shall maintain the confidentiality of all data collected in monthly and quarterly reports to the extent they are not subject to disclosure under the Public Records Act or other laws or regulations.
- 18.3 The CONTRACTOR shall: 1) maintain copies of the Board of Directors' minutes in a readily accessible location; 2) provide COUNTY with copies of Board of Directors' minutes within twenty-four (24) hours of request by COUNTY, except when the minutes requested describe a meeting that occurred during the past forty-five (45) days; 3) for minutes from a meeting that occurred within forty-five (45) days of COUNTY's request, provide the COUNTY with a copy of those minutes within three (3) days of the request; and 4) report in writing all changes of membership, and officers of the Board of Directors, to the Program Manager(s) within one (1) week of such changes (whether or not COUNTY requests information on such changes).
- 18.4 CONTRACTOR shall report in writing to the Program Manager all administrative changes, including but not limited to: changes to the Board of Directors and its officers within one week of such changes, whether or not COUNTY requests information on such changes; and any changes to CONTRACTOR's name, corporate or facility address, Contact Person(s), or Contractor's Authorized Officials.
- 18.5 CONTRACTOR shall maintain, and provide to the County as requested, an Annual Report listing all Outside Employment Activities Exhibit W, for all CONTRACTOR's employees. If the CONTRACTOR uses independent contractors to provide case management, social work, or any other services to children and families described in this contract, those independent contractors should be included in the Report on Outside Employment Activities. CONTRACTOR's employees and independent contractors shall certify the accuracy of the information provided on the Report on Outside Employment Activities.
- 18.5.1 CONTRACTOR shall maintain, and provide to the County as requested, an Annual Report on Conflict of Interest Exhibit W-1, for all CONTRACTOR's Corporate Officers, Board of Director's members, and volunteers. CONTRACTOR's Corporate Officers, Board of Director's members, and volunteers shall certify the accuracy of the information provided on the Report on Conflict of Interest.

19.0 RECORDS AND INVESTIGATIONS

- 19.1 CONTRACTOR shall maintain and retain minimally a copy of records on Placed Children where they reside. Such records shall include, but not be limited to, Needs and Services Plans, placement and termination/discharge documents, medical and dental records, a record of court orders allowing psychotropic medication, Placed Children's financial records (clothing, allowances, earnings, medical expenses, etc.), diagnostic evaluations and studies, Placed Child interviews, special incident reports, social worker progress notes (including treatment, school, extracurricular activities at school or in the Community, etc.), and notes on Services provided by the various professional and paraprofessional staff (treatment, recreation, child care, etc.). The records shall be in sufficient detail to permit an evaluation of Services provided. The information in the Placed Child's record, maintained at CONTRACTOR's offices, shall be confidential, kept in a locked file, and made available only to selected staff who requires it for needs and services planning.
- 19.2 CONTRACTOR shall maintain accurate and complete financial records of all its activities and operations relating to this Contract in accordance with generally accepted accounting principles which meet the requirements for contract accounting described in Department of Auditor-Controller Contract Accounting and Administration Handbooks, Exhibit C-1. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract.
- 19.3 CONTRACTOR shall maintain and retain records on each employee and volunteer as required by California Code of Regulations, Title 22, Division 6, Chapter 1, Section 80066 and Chapter 5, Sections 84066 and 84066.1. Such records shall include, but not be limited to, fingerprint clearances, Child Abuse Index clearances, and CONTRACTOR's employees' original employment applications.
- 19.4 All records described in Sub-sections 19.1 through 19.3 hereof, supporting documents, statistical records, and all other records pertinent to performance of this Contract, including, but not limited to, all timecards and other employment records and confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County or contiguous county and shall be made available to COUNTY, State, or Federal authorities, as provided by applicable law, during the term of this Contract and either for a period of five (5) years after the expiration of the term of this Contract or for a period of three (3) years from the date of the submission of the final expenditure report, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review, or audit is started, the records shall be retained until all litigation, claims, financial management reviews, or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County or contiguous county, then, at COUNTY's sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section. CONTRACTOR

shall maintain all records in accordance with California State records and retention regulations including the provisions of CDSS' MPP, Section 23-353.

- 19.5 COUNTY retains the right to inspect, monitor, and conduct investigations of CONTRACTOR's program/fiscal operations, performance and contract compliance without prior notice to CONTRACTOR seven (7) days a week, 24 hours a day. Unannounced audits, monitoring, interviews with children and investigations may occur without prior notice when COUNTY, in its sole discretion, deems it necessary. CONTRACTOR will be given reasonable prior notice of routine audits, monitoring, and inspections. CONTRACTOR agrees that COUNTY, or its authorized representatives, the State of California, or its authorized representatives, or the Federal Government, or its authorized representatives, including but not limited to, the U.S. Comptroller General, shall have access to and the right to inspect, examine, monitor, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Contract. The Auditor/Controller/Department of Children and Family Services/Probation Department Fiscal Audit Phases, Fiscal Audits of Foster Care Services Contractors (Exhibit C2) details the audit protocols followed by the Auditor-Controller and DCFS/Probation during fiscal audit reviews.
- 19.6 Such program and performance reviews, investigations, or audits shall encompass all of CONTRACTOR's financial, program, Subcontractor, and Placed Children's records related to Services provided under this Contract, and any other financial transactions, as determined necessary by COUNTY to ensure that AFDC-FC funds have been accounted for and Expended in accordance with Part I, Section 25.0, Use of Funds. Methods of inspection may include, but are not limited to, the interview of CONTRACTOR's staff, insurance agents, banks, personnel, vendors, and Subcontractor(s) and inspection of accounting ledgers, journals, canceled checks, timecards, personnel records, Subcontracts, space and equipment leases and other relevant books, records, worksheets and logs as appropriate for ensuring CONTRACTOR accountability of expenditures and program performance under this Contract. CONTRACTOR's employee records may be reviewed in accordance with State and Federal labor laws. CONTRACTOR shall enlist the cooperation of all Subcontractors, staff, and Board members in such efforts.
- 19.7 Upon request, CONTRACTOR shall provide COUNTY with copies of records and documents, including Placed Children records, personnel records, and any video footage, unless prohibited by Federal, State, or local laws. CONTRACTOR shall be responsible for the cost of providing copies to COUNTY.
- 19.8 CONTRACTOR shall be responsible for annual or triennial financial audits, as applicable, of its agency and shall require Subcontractors to be responsible for its annual or triennial financial audits, as applicable, when required by any governmental entity (e.g. Federal government, CDSS, COUNTY) to be conducted by an independent audit firm and in accordance with generally accepted

governmental auditing standards. Within thirty (30) days after issuance of the audit reports, CONTRACTOR shall forward copies of such reports by mail or email to:

Department of Children and Family Services
Contracts Administration Division and the
Contract Compliance Division
510 S. Vermont Avenue
Los Angeles, CA 90020
Email: CAD-Fiscal-Compliance@dcfs.lacounty.gov

and to:

Probation Child Welfare
Placement Permanency & Quality Assurance
Short-Term Residential Therapeutic Program Monitoring/Investigations
11701 South Alameda Street, 2nd Floor Lynwood,
CA 90262

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

19.10 Record Keeping During and After a Disaster

CONTRACTOR shall ensure that all records for placed children/youth are current and accessible to the greatest extent possible at all times, including during and after a disaster(s). This includes, but is not limited to records related to Health, Medical, Dental, Mental Health, Vision, Education, Job Training, etc.

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

20.0 DISPUTE RESOLUTION PROCEDURES

- 20.1 CONTRACTOR and COUNTY agree to act promptly and diligently to first mutually resolve any disputes, pursuant to procedures set forth in this Contract. All such disputes shall thereafter be subject to the provisions of this Section 20.0.
- 20.2 CONTRACTOR and COUNTY agree that, the existence and details of a dispute notwithstanding, both parties shall continue to perform hereunder, except for any performance which COUNTY determines should not be performed as a result of such dispute consistent with Part I, Section 16.0 of this Contract. COUNTY shall continue to pay sums not in dispute, during any such period of continued performance.
- 20.3 Nothing in this Section 20.0 herein prevents COUNTY or CONTRACTOR from seeking provisional remedies, such as injunction or extraordinary relief such as a writ. If the matter involves an overpayment, CONTRACTOR or COUNTY shall have first implemented the remedies and relief mandated by State regulations prior to seeking other forms of relief set forth in Section 20.0.
- 20.4 CONTRACTOR shall retain all rights to appeal COUNTY action through the filing of a claim pursuant to Los Angeles County Code, Title 4, Chapter 4.04, which pertains to all claims against COUNTY for money or damages which are excepted by Section 905 of the Government Code from the provisions of Division 3.6 of the Government Code (Section 810 et seq.), which are not governed by any other statutes or regulations expressly relating hereto.
- 20.5 If the matter involves an overpayment, CONTRACTOR or COUNTY shall have first implemented the remedies and relief mandated by State regulations prior to seeking other forms of relief set forth in Section 20.0. As to any dispute arising out of or relating to this Contract, which is not governed by other statutes or regulations expressly relating hereto, including but not limited to Overpayments, including the breach, termination or validity thereof, which has not been resolved by the filing of a claim pursuant to Sub-section 20.4 herein, or the California Tort Claims Act (Government Code Sections 810-996.6), CONTRACTOR and COUNTY hereby waive their respective right to trial by jury **(and instead agree to trial by a judge _____[please initial])** of any cause of action, claim, counterclaim or crosscomplaint in any action, proceeding or hearing brought by either CONTRACTOR against COUNTY or COUNTY against CONTRACTOR.
- 20.6 Nothing herein precludes COUNTY and CONTRACTOR from mutually agreeing, in writing, to settle any disputes by binding arbitration or any other alternative dispute resolution procedure.
- 20.7 This provision shall not apply to third party claims brought by or on behalf of an individual, his/her heirs, assigns or successors-in-interest, based upon, or relating to, injuries allegedly sustained by that individual when he/she was a Placed Child.

20.8 As to any dispute arising out of or relating to this contract which specifically involves an Overpayment, dispute resolution and remedies set forth in the identified MPP are controlling, and administrative remedies shall be exhausted by COUNTY and CONTRACTOR prior to any other remedy or resolution being implemented under Part I, Section 20.0 or any other applicable law, statute, or regulation.

21.0 INTERPRETATION OF CONTRACT

21.1 Validity

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

21.2 Governing Laws, Jurisdiction, and Venue

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

21.3 Waiver

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

21.4 Caption Headings

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

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

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

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

22.3 COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all the Contract's terms and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected may be reported to the Board of Supervisors. The report may include CONTRACTOR's response to these deficiencies and improvement/corrective action measures taken by COUNTY and CONTRACTOR. If improvement does not occur in a manner consistent with such corrective action measures, COUNTY may terminate this Contract or take action consistent with Part I, Section 16.0, Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan.

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

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

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

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

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

23.4 In the event that COUNTY's Board of Supervisors adopts, any Fiscal Year, a COUNTY budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY contracts, COUNTY reserves the right to reduce its payment obligation correspondingly for that Fiscal Year and any subsequent Fiscal Year for Services provided by CONTRACTOR under this Contract. COUNTY's notice to CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) Days of the Board's approval of such actions, unless this Contract is terminated for convenience.

24.0 TERMINATION OF CONTRACT BY CONTRACTOR FOR CONVENIENCE

24.1 This Contract may be terminated when such action is deemed by CONTRACTOR to be in its best interest. Termination of this Contract shall be effective by the delivery to COUNTY of written notice of termination pursuant to Part I, Section 9.0, Notices, specifying the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ninety (90) Days after the notice is sent, unless COUNTY notifies CONTRACTOR, pursuant to Part I, Section 9.0, Notices, that the termination will be effective in thirty (30) Days. In the event of a breach by COUNTY under this Contract, CONTRACTOR shall have all remedies available at law, subject to the terms of Part I, Section 20.0 Dispute Resolution Procedures.

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

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

25.0 USE OF FUNDS

- 25.1 CONTRACTOR shall be organized and operated as a Federal Tax Exempt (if applicable) non-profit corporation throughout the term of this Contract and conduct itself in accordance with all accounting and operating requirements of such status.
- 25.2 CONTRACTOR shall use AFDC-FC funds paid to and Expended by CONTRACTOR only for the placement, care and Services of Placed Children, in order to maintain the standards of care and Services consistent with the SOW and the AFDC-FC payments received, and including expenditures consistent with MPP Section 11404. By August 1 of each year, CONTRACTOR shall submit to COUNTY a cost allocation plan, which provides for the reasonable allocation of CONTRACTOR's Expenditures for the then current fiscal year. CONTRACTOR's cost allocation plan shall be developed in accordance with the principles included in OMB 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Exhibit C) or any publication that supersedes these OMB circulars and the Department of Auditor-Controller Contract Accounting and Administration Handbook revised July 2025, Exhibit C-1.
- 25.3 CONTRACTOR shall expend foster care funds on reasonable and allowable Expenditures in providing the necessary placement, care, and Services, as specified in this Contract, for children placed by COUNTY. The determination of reasonable and allowable Expenditures shall be in accordance with OMB - 2 CFR Chapter I, Chapter II, Part 200, et al (Exhibit C) or any publication that supersedes these OMB circulars; MPP Sections 11-400, 11-402, 11-403, 11-404, and 11-420; 45 CFR 74.27; and the Department of Auditor-Controller Contract Accounting Administration Handbooks, Exhibit C-1. Any AFDC-FC funds not Expended in accordance with the above will be disallowed on monitoring/audit, and will require repayment by CONTRACTOR. Any dispute regarding repayment of funds will be governed by the provisions outlined in Part 1, Section 20.0 Dispute Resolution Procedures. If the dispute is solely pertaining to an Overpayment, the procedures and remedies set forth in MPP Sections 45-304 through 45-306 and 11-404 inclusive, shall be controlling and must be exhausted, per Part I, Sub-section 20.8, prior to any other remedy or resolution being implemented under Part 1, Section 20.0 or other applicable law, statute, or regulation.
- 25.4 All uses of AFDC-FC funds paid to and Expended by CONTRACTOR and other financial transactions related to CONTRACTOR's provision of Services under this Contract are subject to review or audit by DCFS, Probation, COUNTY's Auditor Controller or its designee, as set forth in Exhibits C, C-1, and C-2. In the event this Contract is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR's liability for such audit exceptions, as determined by DCFS or Probation, upon demand by COUNTY. Upon notice by CONTRACTOR, COUNTY will, upon verification by COUNTY, reduce the audit disallowance claimed by COUNTY by the amount subject to repayment to the State for duplicated disallowed Expenditures during the time period covered by COUNTY's audit.

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

25.6 Total accumulated unexpended funds shall include CONTRACTOR's current unexpended funds; if facts suggest the possibility of fraud or significant abuse, COUNTY reserves the right to review uses of unexpended funds accumulated in periods prior to the Contractor's current fiscal year. CONTRACTOR's TAUF shall be reflected on its Annual Expenditure Report (Exhibit C-4), (FC-32), and discussed in the Contractor's Annual Cost Allocation Plan.

At the end of any given CONTRACTOR fiscal year, any TAUF that is equal to or less than the total expenditures for the COUNTY's Program for the two most current months in the Contractor's completed fiscal year, will hereafter be referred to as the TAUF Ceiling, must be used for the benefit of Placed Children for reasonable and allowable costs. In the event that CONTRACTOR's TAUF, at the end of any given CONTRACTOR fiscal year, exceeds the TAUF Ceiling, CONTRACTOR shall develop a plan regarding how to utilize the TAUF for the benefit of Placed Children for reasonable and allowable costs, and shall submit the plan to DCFS for review and approval within 180 Days of the fiscal year end. The Uniform Administrative Requirements in 2 CFR 1.100 title 1, section 100 and in the Sections 11-404.2 through 11-404.2.24 of the State of California MPP provides examples of permissible uses of un-Expended funds. Said Sections may provide a guideline for permissible uses of TAUF. However, all CONTRACTOR plans for uses of TAUF require preapproval by the CDSS Foster Care Audits and Rates Bureau.

The CONTRACTOR shall submit its requested plan to the County DCFS, that includes a copy of the pre-approval issued by the CDSS Foster Care Audits and Rates Bureau to DCFS and allow 60 days to receive a response. CONTRACTOR's failure to develop an appropriate plan for the utilization of TAUF, or the expenditure of TAUF without a COUNTY approved plan shall constitute a material breach of the Contract. In such instance, COUNTY may take appropriate action, pursuant to this Contract, including, but not limited to, that under Part I, Section 16.0, Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, with the understanding that CONTRACTOR may appeal the final decision pursuant to the Dispute Resolution Procedures in Part I, Section 20.0.

26.0 REAL PROPERTY, EQUIPMENT, FIXED ASSETS

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

26.2 A Fixed Asset is defined as an article of nonexpendable tangible personal property having a useful life of more than two (2) years and an acquisition cost of \$5,000 or more of COUNTY funds per unit capitalized.

26.3 CONTRACTOR shall for any Real Property, land, or Fixed Asset costing \$35,000 or more of funds provided to CONTRACTOR through this Contract, submit to COUNTY, at least fifteen (15) business days prior to any purchase (including Capital Leases as defined by Generally Accepted Accounting Principles (GAAP)), an analysis demonstrating that the purchase is less costly to CONTRACTOR than other leasing alternatives. CONTRACTOR shall also stipulate the source of all funds to be used for the purchase of the subject property. In the event that any funds to be used in the purchase will be from the current year Contract or TAUF (as defined in Part I, Subsection 25.6), then CONTRACTOR shall obtain COUNTY's prior written approval for the purchase by notifying COUNTY by mail or email, contacting the County Program Manager as indicated on Exhibit U of this Contract, County Administration. COUNTY shall, within fifteen (15) working days of receipt of any such request for approval, provide a written response to CONTRACTOR by mail or email. If COUNTY's response is not received within ten (10) working days, CONTRACTOR will notify the Director's designee.

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

27.0 INDEMNIFICATION

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

28.0 SALARIES AND COMPENSATION

28.1 Executive Compensation

All executive compensation shall be reported for each executive officer. The reasonableness standards and criteria for executive compensation are contained in Internal Revenue Code Section 4958. This rule shall apply to all individuals of the non-profit corporation deemed by the Internal Revenue Service (IRS) to be anyone in a position to exercise substantial influence over a non-profit corporation's affairs. This rule may apply to the individual's immediate family as well as to family-controlled entities. Compensation provided in accordance with Internal Revenue Code Section 4958 shall be deemed to be reasonable for the purposes of reporting AFDC-FC costs.

28.2 Social Work Services

Salaries for Social Work services shall be for the reasonable social work activities as defined in Section 11-400s (4) of the CDSS MPP.

28.3 In the event COUNTY discovers an excess salary or excess compensation, or excess benefits payment was made to CONTRACTOR which can be defined as a collectable Overpayment, CONTRACTOR may avail of the informal and formal hearing procedures provided for in MPP Section 45-306. Once due process has expired, or administrative remedies are exhausted in favor of COUNTY, COUNTY may seek additional recourse for collection, in compliance with MPP Sections 45304 through 45-306, inclusive, including interest and other remedies as set forth in the CONTRACT, by and between COUNTY and CONTRACTOR.

29.0 USE OF DONATED FUNDS

29.1 CONTRACTOR shall not commingle funds paid by COUNTY to the CONTRACTOR for the purchase of goods or the provision of services performed pursuant to this contract with any other funds, regardless of the source of those other funds.

29.1.1 If CONTRACTOR receives outside donations, it shall record all donated funds separately in their accounting records from funds paid by COUNTY to the CONTRACTOR for the purchase of goods or the provision of services performed and paid for pursuant to this Contract under the CONTRACTOR's CDSS Foster Care Rates Program Number(s) as identified on Exhibit A-15, associated with the CDSS Community Care Licensing Division Facility license number(s) as identified on Exhibit A-14.

29.2 If CONTRACTOR uses any donated funds to pay for any expenses related to the purchase of good or the provision of services performed pursuant to this Contract, then the CONTRACTOR shall maintain accounting records that clearly identify the specific item, or items, service, or services on which the donated funds were expended. The CONTRACTOR shall also maintain accounting records that

clearly identify that donated funds were expended. Furthermore, CONTRACTOR's accounting records shall conform to the accounting requirements of this Contract, which include, but are not necessarily limited to, the cost reporting requirements of Exhibit C, OMB 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; and the Department of Auditor-Controller Contract Accounting and Administration Handbooks, Exhibits C-1.

29.3 CONTRACTOR must also conform to the audit provisions in OMB 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, or any publication that supersedes these OMB circulars; applicable provisions of CDSS CCLD MPP Sections 11-402, 11-403, 11-404, and 11-405; and Exhibit C-1, Department of Auditor-Controller Contract Accounting and Administration Handbooks.

30.0 FEDERAL AWARD IDENTIFICATION

Title 2, Code of Federal Regulations (CFR) Part 200- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Part 200.332, requires the County, to provide Contractors with the details of every federal award and sub-award, as referenced on Exhibit Y, Federal Award Information.

Payment for this contract will be in accordance with Part I, Section 7.0, Invoices and Payments and funded utilizing 25% Federal and 75% local funds. The rates are effective as issued by the California Department of Social Services in their All County Letters and Information Notices for Foster Care Rate Payments.

**MASTER CONTRACT FOR
SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM**

PART II: STANDARD TERMS AND CONDITIONS

PART II: STANDARD TERMS AND CONDITIONS

1.0 ADMINISTRATION OF CONTRACT – COUNTY

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

1.1 COUNTY's Program Manager

The responsibilities of the COUNTY's Program Manager include:

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

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

1.2 COUNTY's Contract Program Monitor

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

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

1.4 COUNTY reserves the right to approve or disapprove all of the CONTRACTOR's staff. COUNTY may request immediate removal of the CONTRACTOR's staff from performing services or supervising or managing those CONTRACTOR staff, or sub-contractor, independent contractors, consultants, or volunteers that perform services or spend time with COUNTY placed children, youth or NMDs under the Contract at any time during the term of the Contract.

2.0 ASSIGNMENT AND DELEGATION

2.1 CONTRACTOR shall not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent shall be null and void. For purposes of this sub-paragraph, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under the Contract shall be deductible, at COUNTY's sole discretion, against the claims, which the CONTRACTOR may have against the COUNTY.

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

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

2.2.2 Any payments by COUNTY to CONTRACTOR or its assignee, or acceptance of any payments by COUNTY from

CONTRACTOR or its assignee on any claim under this Contract shall not waive or constitute COUNTY consent.

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

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

2.4 CONTRACTOR shall notify the COUNTY of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the CONTRACTOR is restricted from legally notifying the COUNTY of pending acquisitions/mergers, then it should notify the COUNTY of the actual acquisitions/mergers as soon as the law allows and provide to the COUNTY the legal framework that restricted it from notifying the COUNTY prior to the actual acquisitions/mergers.

3.0 AUTHORIZATION WARRANTY

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

4.0 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY contracts, the COUNTY reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any

subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the CONTRACTOR under this Contract shall also be reduced correspondingly. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar Days of the Board's approval of such actions. Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all of the services set forth in this Contract.

5.0 CHANGES AND AMENDMENTS

COUNTY reserves the right to change any portion of the work required under this Contract, or make amendment to such other terms and conditions as may become necessary. For any material change to the Contract not requested by CONTRACTOR, COUNTY shall give CONTRACTOR 30-

days prior written notice delivered by email, of its intent to make an amendment. Any significant cost impact associated with such an amendment shall be addressed in developing the amendment. A significant cost impact, as used in this section, is defined as a cumulative cost increase of \$1,200 annually. Contract changes shall be in writing and accomplished in the following manner:

5.1 Exhibits A-1 through A-31, Exhibits B through BB may be changed unilaterally by COUNTY to reflect any changes in applicable Federal, State or local laws, regulations, ordinances, court orders, court rules, or in COUNTY policies. If the change will result in a significant cost impact, an amendment will be prepared by the COUNTY and executed by the CONTRACTOR. If the change will result in no significant cost increase, the amendment will be effective upon delivery of the replacement exhibit by email to the CONTRACTOR's address as indicated on Exhibit V, Contractor's Administration. CONTRACTOR shall be responsible for monitoring changes to any applicable laws, ordinances, regulations, and court rules impacting this Contract. CONTRACTOR shall at all times remain in compliance with all such laws, ordinances, regulations, and court rules whether or not COUNTY has delivered a replacement exhibit.

5.2 For any other changes which do not have a significant cost impact, affect the scope of work, period of performance, payments, which does not materially alter any term or condition included in this Contract; or for any change in CONTRACTOR's Plan of Operation and Program

Statement a change notice shall be prepared by COUNTY, and executed by CONTRACTOR and Program Director or designee.

5.3 For any change not covered by Sub-sections 5.1 or 5.2, an amendment to this Contract shall be prepared, by COUNTY, signed by CONTRACTOR, and executed by COUNTY as authorized by the COUNTY's Board of Supervisors.

6.0 CHILD SUPPORT COMPLIANCE PROGRAM

6.1 CONTRACTOR's Warranty of Adherence to County's Child Support Compliance Program

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

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

6.2 Termination for Breach of Warranty to Maintain Child Support Compliance

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Paragraph 6.1 shall constitute a default by CONTRACTOR under this Contract. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract, failure to cure such default within ninety (90) Days of notice shall be grounds upon which COUNTY Board of Supervisors may terminate this Contract pursuant to Part II, Section 32.0,

Termination for Contractor's Default and pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.202.

7.0 GRIEVANCES

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

8.0 COMPLIANCE WITH APPLICABLE LAWS

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

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

8.1.2 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include but is not limited to the confidentiality provisions of Section 827 and Section 10850 of the WIC and MPP Division 19, as further described in Part I, Section 10.0, Confidentiality, of this Contract.

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

8.2 Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Contract and may result in termination of this Contract, in accordance with Part II, Section 32.0, Termination for CONTRACTOR's Default, of this Contract.

8.3 CONTRACTOR agrees to indemnify and hold COUNTY harmless from any loss, damage or liability resulting from a violation on the part of CONTRACTOR, its employees, agents, or Subcontractors of such laws, regulations, rules, policies, standards or ordinances as described in Subsections 9.0 hereof and 24.0 Non-Discrimination in Employment.

9.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

10.0 COMPLIANCE WITH JURY SERVICE PROGRAM

This Contract is subject to the provisions of the COUNTY's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit T, and incorporated by reference into and made a part of this Contract.

10.1 Written Employee Jury Service Policy

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

that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

- 10.1.2 For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing shortterm, temporary services of ninety (90) Days or less within a 12month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any Subcontractor to perform services for the COUNTY under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Sub-section shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the Contract.
- 10.1.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the term of this Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" or that CONTRACTOR continues to qualify for an exception to the Program.

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

11.0 CONFLICT OF INTEREST

11.1 Notwithstanding any other provision of this Contract, no COUNTY employee whose position in COUNTY enables such employee to influence the award or administration of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR herein, or have any other direct or indirect financial interest in this Contract. No officer or employee of COUNTY who may financially benefit from the provision of Services hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation of such Services, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such Services.

11.2 No DCFS or Probation employee, either active or on leave status, shall serve as an employee or contractor of CONTRACTOR in any capacity on a full or part-time basis.

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

12.0 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

12.1 Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract, the CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work

(GROW) Program who meet the CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants by job category to the CONTRACTOR. CONTRACTOR shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

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

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

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

14.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

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

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

- 14.3 The COUNTY may debar CONTRACTOR if the Board of Supervisors finds, in its discretion, that CONTRACTOR has done any of the following: 1) violated a term of a Contract with the COUNTY or a nonprofit corporation created by the COUNTY; 2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a Contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the COUNTY or any other public entity.
- 14.4 If there is evidence that the CONTRACTOR may be subject to debarment, DCFS will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 14.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CONTRACTOR or CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and DCFS/Probation shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors. If CONTRACTOR fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, CONTRACTOR may be deemed to have waived all rights of appeal.
- 14.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 14.7 If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR

has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the COUNTY.

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

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

14.10 This Section 14.0 shall also apply to Subcontractors of COUNTY Contractors.

15.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

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

16.0 COUNTY QUALITY ASSURANCE PLAN

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

17.0 EMPLOYEE BENEFITS AND TAXES

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

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

18.0 EMPLOYMENT ELIGIBILITY VERIFICATION

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

19.0 EVENTS OF DEFAULT

19.1 Default for Non-Performance

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

19.1.1 CONTRACTOR has made a material misrepresentation in the Plan of Operation and Program Statement; or

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

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

19.1.4 Notice is given by CDSS CCLD that CONTRACTOR's STRTP Facility license will be revoked.

19.2 Default for Insolvency

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

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

19.2.2 The filing of a voluntary petition in bankruptcy;

19.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

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

19.3 Other Events of Default

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

20.0 FORMER FOSTER YOUTH CONSIDERATION

20.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform Services set forth herein, CONTRACTOR shall give consideration (after GAIN/GROW participants, and COUNTY employees, as described in Part II, Sections 12.0 and 13.0, respectively) for any such position(s) to qualified former foster youth. CONTRACTOR shall notify COUNTY of any new or vacant positions(s) within CONTRACTOR's firm by sending via mail or email, a list denoting any position(s) for which hiring is anticipated to:

County of Los Angeles
Department of Children and Family Services
Attn: Division Chief, Youth Development Services Division 1933
S. Broadway, 6th Fl.
Los Angeles, CA 90007
Email: youthds@dcfs.lacounty.gov

AND

County of Los Angeles
Probation Department
Attention: Director, Youth Development Services 1933
S. Broadway, 6th Fl.
Los Angeles, CA 90007
Emails: Jedediah.Minoff@probation.lacounty.gov and
Sean.Porter@probation.lacounty.gov

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

21.0 INDEPENDENT CONTRACTOR STATUS

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

22.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

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

23.0 NON-DISCRIMINATION IN EMPLOYMENT

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

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

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

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

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

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

24.0 NON-DISCRIMINATION IN SERVICES

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

25.0 NOTICE OF DELAYS

Except as otherwise provided herein, when either party to this Contract has knowledge that any actual or potential situation is delaying or threatens to delay

the timely performance of this Contract, that party shall, within three (3) working days, give written notice thereof, including all relevant information with respect thereto, to the other party.

26.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

27.0 PROPRIETARY RIGHTS

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

27.2 To the extent that 45 CFR 95.617 applies to this Contract, this Sub-section 29.2 shall be applicable. Notwithstanding any other provision of this Contract, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with Federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications, and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein. To the extent that 45 CFR 95.617 does not apply, nothing precludes CONTRACTOR from seeking a trademark to its intellectual property developed during the term of this Contract.

- 27.3 Any materials, data, and information not developed under this Contract, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET", "PROPRIETARY", or "CONFIDENTIAL".
- 27.4 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential materials, data, and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records request for items described in Subsection 27.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.
- 27.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Sub-section 27.4 for:
- 27.5.1 Any material, data, and information not plainly and prominently marked with restrictive legends as set forth in Sub-section 27.3;
 - 27.5.2 Any materials, data and information covered under Sub-section 27.2;
and
 - 27.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.
- 27.6 CONTRACTOR shall protect the security of and keep confidential all materials, data, and information received or produced under this Contract. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data, and information from loss or damage by any cause, including, but not limited to, fire and theft.
- 27.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness, or problem regarding data security in COUNTY's computer systems or to any safeguard, countermeasure, contingency plan, policy, or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.
- 27.8 The provisions of Sub-sections 27.5, 27.6, and 27.7 shall survive the expiration or termination of this Contract.

28.0 DISCLOSURE OF INFORMATION

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

28.1 CONTRACTOR shall develop all publicity material in a professional manner and subject to Part I, Section 10.0, Confidentiality, of this Contract.

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

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

29.0 RECYCLED-CONTENT PAPER

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

30.0 SAFELY SURRENDERED BABY LAW

30.1 CONTRACTOR's Acknowledgement of COUNTY's Commitment to Safely Surrendered Baby Law.

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. Information is available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>

30.2 Notice to Employees Regarding the Safely Surrendered Baby Law.

The CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. Additional information is available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>

31.0 SUBCONTRACTING

- 31.1 No performance of this Contract or any portion thereof may be subcontracted by CONTRACTOR without the express written authority of COUNTY Program Directors. Any attempt by CONTRACTOR to Subcontract performance of any of the terms of this Contract, in whole or in part, without said consent shall be null and void and shall constitute a breach of the terms of this Contract, upon which Contract may be terminated in accordance with Part II, Section 32.0, Termination for CONTRACTOR's Default. CONTRACTOR shall submit each Subcontract to COUNTY for written approval prior to Subcontractor performing any work hereunder.
- 31.2 All of the provisions of this Contract and any Amendment(s) hereto shall extend to and be binding upon Subcontractors, provided that assignment or delegation of rights under a Subcontract by Subcontractors shall not require COUNTY approval. CONTRACTOR shall include in all Subcontracts the following provision: "This Contract is a Subcontract under the terms of a prime contract with COUNTY of Los Angeles. All representations and warranties contained in this Subcontract shall inure to the benefit of COUNTY of Los Angeles." CONTRACTOR shall ensure that Subcontractors agree in writing to be bound by any of the provisions of the Contract which CONTRACTOR is subcontracting.
- 31.3 CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability arising or resulting from the use of any Subcontractor and its employees in the same manner and to the same extent that CONTRACTOR indemnifies COUNTY from any and all liability arising from or resulting from the actions or omissions of its own employees.
- 31.4 CONTRACTOR shall obtain the following from each Subcontractor before any Subcontractor employee may perform any work under any Subcontract to this Contract. CONTRACTOR shall maintain and make available upon request of Program Managers all the following documents:

31.4.1 An executed Contractor Employee Acknowledgment and Confidentiality Agreement (Exhibit D-1) executed by each Subcontractor and each of Subcontractor's employees approved to perform work hereunder.

31.4.2 Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by Part I: Unique Terms and Conditions, Section 6.0, Insurance Coverage Requirements, of this Contract.

31.4.3 The Tax Identification Number of the Subcontracting agency to be placed on the signature page of the Subcontract. This Tax Identification Number shall not be identical to CONTRACTOR's Tax Identification Number.

31.5 CONTRACTOR shall provide COUNTY's Program Managers with copies of all executed Subcontracts.

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

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

31.8 CONTRACTOR shall be solely liable and accountable for any and all payments and other compensation to all Subcontractors engaged hereunder and their officers, employees, and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for any Subcontractor or their officers, employees, and agents.

32.0 TERMINATION FOR CONTRACTOR'S DEFAULT

32.1 Upon determining the existence of any one or more of the circumstances heretofore described in Part II, Section 19.0, Events of Default, this Contract may be subject to termination, by the Board of Supervisors, or designee, either immediately or within such longer time period as noticed by COUNTY.

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

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

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

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

33.0 TERMINATION FOR CONVENIENCE

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

performance of Services under this Contract is terminated and the date upon which such termination becomes effective.

33.2 After approval of the termination by the Board of Supervisors, COUNTY will provide for the continued placement or removal of Placed Children in a fashion that is consistent with the best interest of children. In addition, CONTRACTOR shall:

33.2.1 Stop Services under this Contract on the effective date of termination.

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

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

34.0 TERMINATION FOR IMPROPER CONSIDERATION

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

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

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

35.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

36.0 COVENANT AGAINST CONTINGENT FEES

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

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

37.0 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

37.1 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals and businesses that benefit financially from COUNTY through Contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

37.2 Unless CONTRACTOR qualifies for an exemption or exclusion,

CONTRACTOR warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

- 37.3 CONTRACTORS Certification of Compliance with the COUNTY's Defaulted Property Tax Reduction Program is incorporated as Exhibit M of this Contract.

38.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Section 39.0 "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute default under this Contract. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract, failure of CONTRACTOR to cure such default within ten (10) days of notice shall be grounds upon which COUNTY may terminate this Contract or pursue debarment of CONTRACTOR, pursuant to COUNTY Code Chapter 2.206.

39.0 TIME OFF FOR VOTING

The CONTRACTOR shall notify its employees, and shall require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every CONTRACTOR and Subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

40.0 MANDATORY REQUIREMENT TO REGISTER ON FEDERAL SYSTEM FOR AWARD MANAGEMENT

CONTRACTOR represents and warrants that it has registered in the Federal System for Award Management's (SAM). Prior to a contract award, all potential contractors must register in SAM. Registration can be accomplished online via the Internet by accessing the Federal Contractor Registry's home page at: <https://www.sam.gov/SAM/>. CONTRACTOR certifies that it is in good standing with the Federal government Executive Order 12549, 7CFR Part 3017, 45 CFR Part 76, and 2 CFR 200.212 Subpart C. CONTRACTOR certifies that to the best of its knowledge and belief it and its principals or affiliates under this Contract are not debarred or suspended from Federal financial assistance programs and activities;

proposed for debarment; declared ineligible; or voluntarily excluded from participation in covered transactions by any Federal department or agency as attached hereto as Exhibit O.

41.0 COMPLIANCE WITH ENCRYPTION REQUIREMENTS

41.1 Data Encryption

CONTRACTOR and Subcontractors that electronically transmit or store personal information (PI), protected health information (PHI), or medical information (MI) shall comply with the encryption standards set forth below in Paragraph 43.1.1, 43.1.2, and 43.1.3; and, as PI is defined in California Civil Code Section 1798.29(g), PHI is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations, and MI is defined in California Civil Code Section 56.05(j).

41.1.1 Stored Data

CONTRACTORS' and Subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) shall require encryption (i.e. software or hardware) in accordance with: a) Federal Information Processing Standard Publication (FIPS) 140-2; b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management- Part 1: General (Revision 3); c) NIST Special Publication 800-57 Recommendation for Key Management - Part 2: Best Practices for Key Management Organization; and d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256bit is minimally required.

41.1.2 Transmitted Data

All transmitted (e.g. network) COUNTY PI, PHI or MI require encryption in accordance with: a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and b) NIST Special Publication 800-57 Recommendation for Key Management - Part 3: Application Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

41.1.3 Certification

The COUNTY must receive within ten (10) business days of its request, a certification from CONTRACTOR (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above in Contractor's compliance with Encryption Requirements Form (Exhibit P). In addition, CONTRACTOR shall maintain a copy of any validation/attestation reports that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the CONTRACTOR to comply with any of the provisions of this Sub-paragraph 41.1 (Data Encryption) shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.

42.0 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

CONTRACTOR acknowledges and certifies in Exhibits Q, Zero Tolerance Human Trafficking Policy Certification that the COUNTY has established a Zero Tolerance Policy on Human Trafficking prohibiting CONTRACTORS from engaging in human trafficking.

If a CONTRACTOR or member of CONTRACTOR's staff is convicted of a human trafficking offense, the COUNTY shall require that the CONTRACTOR or member of CONTRACTOR's staff be removed immediately from performing services under this CONTRACT. COUNTY will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of CONTRACTOR's staff pursuant to this paragraph shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this CONTRACT.

43.0 CONTRACTOR ALERT REPORTING DATABASE

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

44.0 COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

The CONTRACTOR acknowledges that the COUNTY takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set

forth in the COUNTY Policy of Equity (CPOE) (<https://ceop.bos.lacounty.gov/>). The CONTRACTOR further acknowledges that the COUNTY strives to provide a workplace free from discrimination, harassment, retaliation, and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The CONTRACTOR, its employees, and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the CONTRACTOR, its employees or its subcontractors to uphold the COUNTY's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the CONTRACTOR to termination of contractual agreements as well as civil liability.

45.0 INTENTIONALLY LEFT BLANK

46.0 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County Agreement. This provision shall survive the expiration, or other termination of this Agreement.

47.0 COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS

This Master Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Master Agreement. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Part II, Section 5.0 (Changes and Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Master Agreement.

48.0 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

COUNTY OF LOS ANGELES DEPARTMENT OF CHILDREN AND FAMILY SERVICES AND THE PROBATION DEPARTMENT MASTER CONTRACT FOR SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed on its behalf by the Director of the Department of Children and Family Services and Chief Probation Officer of the Probation Department and the CONTRACTOR has subscribed the same through its authorized officer, as of the
COUNTY OF LOS ANGELES CONTRACTOR

Name of Agency

By: _____ Date: By: Date: _____

day, month and year first above written. The persons signing on behalf of the CONTRACTOR certify that they are authorized to bind the CONTRACTOR in this Contract. This Contract may be executed in separate counterparts and may be delivered by electronic facsimile; each counterpart, when executed and delivered, shall constitute a duplicate original but all counterparts together shall constitute a single agreement.

BRANDON T. NICHOLS
Department of Children and
Family Services

Title: _____

By: _____ Date: By: Date: _____

Director
GUILLERMO VIERA ROSA
Chief Probation Officer
Probation Department

Name: _____

Name: _____

Title: _____

Tax Identification Number

APPROVED AS TO FORM:

DAWYN R. HARRISON,
County Counsel

By: _____

Date: _____

David Beaudet, Senior Deputy County Counsel

Short-Term Residential Therapeutic Programs

Standard & Unique Exhibits

Exhibit A	Statement of Work (STRTP)
Exhibit A-1	STRTP Reference Links
Exhibit A-2	STRTP Service Delivery Sites
Exhibit A-3	Criminal Record Exemption Notification
Exhibit A-4	Notification of Subsequent Arrest, Conviction, Probation, or Parole Violation
Exhibit A-5	Special Incident Reporting Guide (SIR) for Foster Care Placement Services Providers
Exhibit A-6	STRTP Monthly Utilization Self-Report Template
Exhibit A-7	Safety Performance Outcome Summary
Exhibit A-8	Permanency Performance Outcome Summary
Exhibit A-9	Access to Effective and Caring Services/Well-Being Performance Outcome Summary
Exhibit A-10	STRTP Discharge Summary
Exhibit A-11	Provider Needs and Service Plan
Exhibit A-12	Intentionally Left Blank
Exhibit A-13	STRTP Plan of Operation and Program Statement
Exhibit A-13-1	Capacity Building Funding STRTP
Exhibit A-14	STRTP Facility License(s)
Exhibit A-15	STRTP Rate Letter
Exhibit A-16	Transfer of Medication Form
Exhibit A-17	Intentionally Left Blank
Exhibit A-18	Placement Coordinating Memorandum – Transgender Children/Non-Minor in Out-of-Home Care
Exhibit B	Line Item Budget
Exhibit C	Office of Management and Budget (OMB) Title 2 Code of Federal Regulations (CFR) Chapter I, Chapter II, Part 200 et. al and 2 CFR 1.100, Title 2, Part 1
Exhibit C-1	Department of Auditor-Controller Contract Accounting and Administration Handbook
Exhibit C-2	Auditor-Controller/Department of Children and Family Services/Probation Department Fiscal Audit Phases, Fiscal Audits of Foster Care Services Contractors
Exhibit C-3	Short-Term Residential Therapeutic Program Cost Report (Form SR 3)
Exhibit C-4	Semi-Annual Expenditure Reports: Payroll and Fringe Benefit Report (Form SR 4) and Federal Revenue Certification (Form SR 9)
Exhibit D	Contractor Acknowledgment and Confidentiality Agreement
Exhibit D-1	Contractor Employee Acknowledgment and Confidentiality Agreement
Exhibit D-2	Contractor Non-Employee Acknowledgment and Confidentiality Agreement
Exhibit D-3	Confidentiality of Criminal Offender Record Information

Exhibit E	Statement of Dangerous Behaviors and California Department of Social Services Child Welfare Services Manual Section 31-405
Exhibit F	IRS Notice 1015 - Notice to Employees Regarding Federal Earned Income Credit
Exhibit G	Payment Resolution Notification
Exhibit H	Overpayment Policy
Exhibit I	Contractor's Certification of Compliance with Child, Spousal and Family Support Orders
Exhibit J	Contractor's Certification of Compliance with all Federal and State Employment Reporting Requirements
Exhibit K	Contractor's Equal Employment Opportunity Certification
Exhibit L	Charitable Contributions Certification
Exhibit M	Certification of Compliance with the County's Defaulted Property Tax Reduction Program
Exhibit N	Contract Investigation/Monitoring/Audit Remedies and Procedures
Exhibit O	Federal Debarment and Suspension Certification Form
Exhibit P	Contractor's Compliance with Encryption Requirements Form
Exhibit Q	Zero Tolerance Human Trafficking Policy Certification Form
Exhibit R	Contractor's Certification of Compliance with Background and Security Investigations
Exhibit S	Safely Surrendered Baby Law
Exhibit T	County of Los Angeles Contractor Employee Jury Service Program Certification Form
Exhibit U	County's Administration Form
Exhibit V	Contractor's Administration Form
Exhibit W	Sample Report on Outside Employment Activities
Exhibit W-1	Sample Report on Conflict of Interest
Exhibit X	Discharge Outcome and Placement Stability Report
Exhibit Y	Federal Award Information
Exhibit Z	Intentionally Omitted
Exhibit AA	Information Security and Privacy Requirements
Exhibit BB	Compliance with Fair Chance Employment Hiring Practices Certification

COUNTY OF LOS ANGELES

**DEPARTMENT OF CHILDREN AND FAMILY SERVICES
AND
PROBATION DEPARTMENT**

**SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAMS
FOSTER CARE PLACEMENT SERVICES CONTRACT**

STATEMENT OF WORK



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

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

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

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

STATEMENT OF WORK

PART A: INTRODUCTION

1.0 PREAMBLE

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

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

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

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

2.0 OVERVIEW AND BACKGROUND

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

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

On October 1, 2021, the Family First Prevention Services Act (FFPSA) became operative and continued to reform the entire continuum of the child welfare system in California, focusing on providing services to prevent children from entering the foster care system and to improve the well-being of the children already in the system. Similar to the goals of the CCR, goals of the FFPSA reform include increasing the use of home-based family care, reducing reliance on congregate care, and using integrated services to meet the needs of all children, youth and NMDs. Congregate care should be limited to short-term, therapeutic interventions. Collaboration between providers, child welfare, mental health, probation, and education is essential for the provision of integrated services.

FFPSA is built around three fundamental principles: 1) Help families whose children are at risk of removal stay together safely; 2) Ensure that children in foster care can live safely in a family-based setting; and 3) Improve access to high quality residential treatment.

As part of the FFPSA, all STRTPs must meet the federal standards of a Qualified Residential Treatment Program (QRTP), which is a non-family setting that is intended to ensure quality care for children with a serious emotional or behavioral disorder or disturbance. The model draws upon the best practices of leading providers in the field, as well as the latest science on child development, trauma, and attachment. Each STRTP will be specialized based on the populations it can serve and the particular treatment interventions it offers.

- 2.1 The County of Los Angeles Juvenile Court gives responsibility for the care, custody, and control for each dependent child, youth and NMD to the Department of Children and Family Services (DCFS) and the Probation Department's Child Welfare section, Probation Child Welfare (PCW). The Board of Supervisors, through the Contract, gives authorization for the provision of placement services.
- 2.2 The Community Care Licensing Division (CCLD) regulations (see Exhibit A-1, Reference Links) that apply to STRTPs are from the Manual of Policies and Procedures, Title 22, including but not limited to:
 - (a) Division 6, Chapter 1, Sections 80000-80095, *General Licensing Requirements* (except as otherwise noted in Division 6, Chapter 7.5);
 - (b) Division 6, Chapter 7.5, Sections 87000 through 87095.69, *STRTP*;
 - (c) Division 6, Chapter 7.5, Subchapter 1, Sections 87097.00 through 87097.88, *Minor and Nonminor Dependent Parent Program*; and

(d) Division 6, Chapter 7.5, Subchapter 2, Sections 87096.00 *through* 87096.88, *Care of Children Under the Age of Six Years*.

(e) Division 6, Chapter 7.5, Subchapter 3, Sections 87098.00 through 87098.891, *Children's Residential Crisis Program*.

2.3 The California Law codes referenced in this Exhibit A, Statement of Work (SOW), are from the California Education Code (EDC), Health and Safety Code (HSC), Penal Code (PEN), and Welfare and Institutions Code (WIC) (see Exhibit A-1, Reference Links).

2.4 Discrimination on the basis of actual or perceived race, ethnic group identification, ancestry, national origin, color, religion, sex, sexual orientation, gender identity, mental or physical disability, or HIV status is prohibited in the California foster care system.

2.4.1 For transgender children, youth and NMDs, the CONTRACTOR shall provide services in accordance with the guidance and instructions provided in the All County Letter (ACL) 19-27, Gender Affirming Care for Minor and Non-Minor Dependents in Foster Care (see Exhibit A-1, Reference Links) and the Exhibit A-18, Placement Coordinating Memorandum titled Transgender Children/NMDs in Out-of-Home Care, prepared in collaboration between DCFS, PCW, the Department of Mental Health (DMH) and CCLD.

3.0 COUNTY PRIORITIES FOR CHILDREN, YOUTH AND NMDs

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

CONTRACTOR shall provide data related to COUNTY's priorities.

3.1 Safety: Safety is defined as freedom from abuse and neglect as defined in the PEN, Section 11165.5 (see Exhibit A-1, Reference Links). The Performance Outcome Goals and Requirements Summary addressing this priority in a STRTP setting are found in Part D, Section 21.0 of this SOW.

3.2 Permanency: Permanency is defined as a safe and stable nurturing relationship achieved through maintaining a child, youth and NMD in the home, reunification, adoption, or legal guardianship. The Performance Outcome Goals and Requirements Summary addressing this priority in a STRTP setting are found in Part D, Section 22.0 of this SOW.

3.3 Access to Effective and Caring Services for Well-Being and Self-Sufficiency: COUNTY's goal is to ensure children, youth and NMDs receive services as identified through the CFT in the spirit of the Core Practice Model (CPM) to improve their level of functioning in the areas of education and career planning; transition out of foster care; physical; behavioral; social and

emotional well-being; and self-sufficiency. The Performance Outcome Goals and Requirements Summary addressing this priority in a STRTP setting are found in Part D, Section 23.0 of this SOW.

4.0 PROGRAM GOALS

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

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

Aligned with the aforementioned goals are program services which shall include the timely provision of an array of appropriate services that are coordinated, comprehensive, and community-based, and which address the needs of children, youth and NMDs with more intensive needs requiring medically necessary specialty mental health services in order to facilitate reunification and to ensure their safety, permanence, and well-being. These program services shall be trauma informed, culturally relevant, and age and developmentally appropriate. Programs shall also collaborate with child welfare and mental health agencies for the provision of coordinated services to children, youth and NMDs, and their families in accordance with the CPM as described in Part A, Section 6.0.

5.0 TARGET DEMOGRAPHICS

CONTRACTOR shall provide services to children, youth or NMDs in accordance with the CONTRACTOR's approved Plan of Operation and Program Statement and in accordance with Title 22, Division 6, Chapter 7.5 STRTP, Sections 87022 and 87022.1.

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

6.0 CORE PRACTICE MODEL

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

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

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

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

PART B: PROGRAM REQUIREMENTS

7.0 SERVICE DELIVERY SITES

The CONTRACTOR's services described hereunder shall be provided in a licensed STRTP site(s) as listed on Exhibit A-2, STRTP Service Delivery Sites. All STRTP Service Delivery Sites must have an active Exhibit A-14, Facility License, and Exhibit A-15, Rate Letter, throughout the term of the contract.

The CONTRACTOR must obtain a DMH contract, a Mental Health Program Approval (MHPA), and Medi-Cal site certification for each STRTP site within twelve

(12) months of STRTP licensure or obtain appropriate STRTP provisional license extensions and remain in good standing with the DMH throughout the term of this STRTP contract.

The CONTRACTOR must obtain national accreditation prior to accepting placements and maintain it throughout the term of the contract.

- 7.1 CONTRACTOR shall request approval from the DCFS Out-of-Home Care Management Division (OHCMD) Division Chief or designee and the PCW Placement Permanency & Quality Assurance (PPQA) Contract Compliance and Investigations (CCI) Director in writing a minimum of thirty (30) days before: 1) terminating services at any of the approved location(s); and 2) before commencing services at any other location(s) not previously approved in writing by the DCFS OHCMD Division Chief or designee and the PCW PPQA CCI Director.
- 7.2 CONTRACTOR shall not place children, youth or NMDs at a service delivery site not listed on Exhibit A-2, STRTP Service Delivery Sites of the STRTP Master Contract. Failure on the part of CONTRACTOR to comply with the provisions of this Section shall constitute a material breach of the Contract upon which COUNTY may take all appropriate action including but not limited to, implementation of Hold Status, Do Not Refer Status, or Do Not Use Status, as set forth in Part I, Unique Terms and Conditions, Section 16.0, Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan of the Contract. If CONTRACTOR disagrees that there has been a material breach, CONTRACTOR may exercise any and all of its legal rights consistent with Part I, Unique Terms and Conditions, Section 20.0 Dispute Resolution Procedures of the Contract.
- 7.3 CONTRACTORS shall check the Megan's Law Website (see Exhibit A-1, Reference Links) prior to licensing a new site to ensure that no registered sex offender lives so close that they will be a potential threat to the safety of the children, youth and NMDs.
- 7.4 CONTRACTOR shall develop a Safety Plan for each service delivery site to ensure the safety of the children, youth and NMDs.
- 7.4.1 COUNTY will evaluate the potential threat to safety at a new site prior to approval.
- 7.4.2 CONTRACTOR shall ensure all the following postings are visible and placed in a common area in accordance with Title 22, Division 6, Chapter 7.5, Sections 87009, 87022.1(b)(16), 87072.2(a)(3), 87079(e) and 87080(1), HSC 1512, and CDSS Publications and Forms (see Exhibit A-1, Reference Links):
- Facility License (Section 87009)
 - Foster Youth Bill of Rights Ombudsperson
 - Know Your Sexual and Reproductive Health Rights (PUB 490)

- Foster Youth Mental Health Bill of Rights (PUB 488)
- Foster Care Ombudsman (PUB 379)
- Complaint Procedures (Section 87072.2(a)(3))
- Emergency Disaster Plan and Contact Numbers (LIC 610)
- Evacuation Plan (Facility Sketch)
- Visiting Policy Notice (HSC 1512)
- Weekly Meal Menus (Section 87022.1(b)(16))
- Planned Activities (Section 87079(e))
- Resident Council Meeting Notice (Section 87080(a)(1))

8.0 STAFF QUALIFICATIONS, REQUIREMENTS AND EXEMPTIONS

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

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

CONTRACTOR shall adhere to the requirements of Part I, Unique Terms and Conditions, Section 8.0 Background and Security Investigations, HSC Section 1522 (see Exhibit A-1, Reference Links), and as specified in Title 22, Division 6, Chapter 1, Section 80019.

8.1.1 CONTRACTOR shall obtain a criminal clearance, an approved criminal record exemption or other official notification in writing, on each individual for whom such clearance or exemption is required, prior to any contact with children, youth, and NMDs. CONTRACTOR shall notify COUNTY of any request for exemptions and exceptions from CDSS Criminal Background Check Bureau (CBCB) of any prospective employee, current employee, independent contractor, volunteer staff or subcontractor. CONTRACTOR shall inform COUNTY of any approved exemptions, exceptions, and denied exemption requests by CDSS CBCB within two business days of receipt by submitting Exhibit A-3, Criminal Record Exemption Notification along with any related documentation. Notifications shall be sent to CONTRACTOR's assigned OHCMD Quality Assurance Section (QAS) Technical Assistance Specialist (TAS) and assigned PCW PPQA CCI.

COUNTY at any time may request that employees, independent contractors, volunteer staff, or subcontractors with a criminal record exemption be immediately removed from performing services under the Contract.

8.2 CONTRACTOR shall check the Megan's Law Website (see Exhibit A-1, Reference Links) prior to: the hiring of any prospective employee(s), the use of agency independent contractor(s), volunteer(s), or subcontractor(s) who may come in unsupervised contact with the children, youth and NMDs in the

course of their work, volunteer activity, or performance of the subcontract, and shall maintain records documenting this.

8.3 **Subsequent Arrests or Convictions**

CONTRACTOR shall notify the OHCMD QAS TAS, PCW PPQA CCI assigned monitor, COUNTY Worker, and CCLD in writing of any known allegations in the Child Abuse Central Index, arrest, subsequent conviction, and probation or parole violation, other than for minor traffic offenses, of all persons who are not exempt from finger printing, in accordance with HSC, Section 1522 (see Exhibit A-1, Reference Links).

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

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

8.5 **Staff Language Requirements**

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

9.0 **TRAINING**

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

9.1 CONTRACTOR shall ensure training is conducted by qualified staff as indicated in Title 22, Division 6, Chapter 7.5, Sections 87065.1 (a)(6)(A), (c)(4)(A), and (d)(1)(A).

9.2 CONTRACTOR shall maintain the individual records of the training staff qualifications and of trainings completed by staff, volunteers, and subcontractors, which shall be made available upon request.

- 9.3 In addition to the training topics listed under Title 22, Division 6, Chapter 7.5, Section 87065.1(d)(3), CONTRACTOR shall include the following topics as part of the required annual 40 hours of training:
- College and Career Readiness
 - Implicit Bias and Cultural Competency
 - Sexual and Reproductive Health Education
 - Reduction of Law Enforcement Involvement
 - Emergency Intervention Training as indicated in Title 22 Division 6, Chapter 7.5, Section 87095.65(b)
- 9.3.1 CONTRACTOR shall include the Sexual and Reproductive Wellness in Foster Care training curriculum by the California Social Work Education Center as part of the required initial staff training (see Exhibit A-1, Reference Links).
- 9.3.2 CONTRACTOR shall ensure staff providing direct education support to children, youth and NMDs attending 6-12 grade, receive three (3) hours of College and Career Readiness training in accordance with the Turning Dreams Into Degrees in LA County curriculum as referenced in Exhibit A-1, Reference Links. The training shall be tailored to the grade level of each child, youth and NMD (Grades 6-10 or 11-12). Staff who have completed training for children and youth in grades 6-10 must complete additional training tailored to children, youth and NMDs in grades 11-12 upon the child, youth and NMDs' transition to the 11th grade.
- 9.4 CONTRACTOR shall ensure staff administering naloxone receive opioid overdose prevention and treatment training, at a minimum, addressing the following in accordance with PIN 23-11-CRP and Exhibit A-31, Administration of Opioid Antagonist Naloxone Hydrochloride (see Exhibit A-1, Reference Links):
- The causes of an opioid overdose
 - Mouth to mouth resuscitation
 - How to contact appropriate emergency medical services
 - How to administer an opioid antagonist
- 9.5 CONTRACTOR shall ensure participation by a minimum of one staff to any trainings provided by the COUNTY. Staff designated to participate in the COUNTY trainings shall be qualified to train the CONTRACTOR's staff. Any COUNTY facilitated training may be counted toward the annually required training.

- 9.6 The COUNTY reserves the right to designate up to 16 hours of additional training per year as determined by the COUNTY. Training needs shall be researched and implemented by the CONTRACTOR as necessary.

10.0 PROGRAM REPORTING REQUIREMENTS

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

- 10.1 CONTRACTOR shall report all suspected child abuse or neglect allegations and incidents immediately upon discovery for all children, youth and NMDs in accordance with Exhibit A-5, Special Incident Reporting Guide.
- 10.2 CONTRACTOR agrees that the safety of the children, youth and NMDs will always be the first priority. The CONTRACTOR will, and will train staff to, immediately report, upon discovery or reasonable suspicion, that a child, youth or NMD has been a victim of abuse or neglect and is in danger of future abuse, in accordance with Exhibit A-5, Special Incident Reporting Guide. CONTRACTOR will remain with the child, youth or NMDs, if imminent risk is present. In accordance with Title 22, Division 6, Chapter 1, Section 87061(j)(9), the CONTRACTOR shall not interfere with the CCLD and PCW or DCFS investigation of an incident and shall not conduct its own investigation or speak to a witness about an incident beyond what is necessary to meet reporting requirements or any duties imposed pursuant to any provision of federal or state law or regulation.
- 10.3 CONTRACTOR shall ensure that all known or suspected instances of abuse or neglect are reported to a child protection agency as defined in PEN, Section 11166 (see Exhibit A-1, Reference Links). This responsibility shall include:
- 10.3.1 A requirement that all employees, consultants, or agents performing services under this Contract who are required by PEN, Section 11165.7 (see Exhibit A-1, Reference Links), to report abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.
- 10.3.2 To the extent possible and reasonable, CONTRACTOR will educate employees, consultants or agents who are not mandated reporters of abuse, as defined in PEN Section 11166 (see Exhibit A-1, Reference Links), on procedures for reporting any reasonable suspicion of abuse.
- 10.3.3 CONTRACTORS may use the Child Abuse Reporting Electronic System (CARES) to submit non-urgent reports of suspected child abuse or neglect. The 36-hour follow-up written report is not required when using the online system. For more information about

CARES, how to determine if the report is not urgent, and to access the CARES, see Exhibit A-1, Reference Links.

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

The CONTRACTOR shall prepare and submit a SIR via the I-Track System, for each child, youth and NMD, in accordance with the guidelines and time frames in Exhibit A-5, Special Incident Reporting Guide.

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

For PCW youth, the CONTRACTOR shall also report incidents, as indicated above, by telephone to the PPQA CCI. Failure to report via the I-Track system may result in further action as described in Exhibit N, Contract Investigation/Monitoring/Audit Remedies and Procedures.

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

10.5 Runaway and Abduction Procedures and Reporting

CONTRACTOR shall comply with the runaway plan in accordance with their program statement and Title 22, Division 6, Chapter 7.5, Sections 87061(j)(7) and (8) and 87095.24.

10.5.1 Call Law Enforcement

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

- 10.5.1.1 CONTRACTOR must get a report number, the name of the person taking the report, follow up by getting a copy of the report, and document all efforts. All efforts to locate the child, youth or NMD shall be documented and any documentation related to the missing child, youth or NMD must be maintained in the child, youth or NMDs' records.
- 10.5.1.2 CONTRACTOR shall submit the Missing Person's Report and reporting number to the COUNTY Worker by the next day after the incident, or as soon as the report is made available by the law enforcement agency.
- 10.5.1.3 For NMDs, CONTRACTOR shall report to the COUNTY Worker when the NMD has not returned home for a 72-hour period and their whereabouts are unknown.

10.5.2 Call the County

CONTRACTOR shall call the COUNTY Worker and their supervisor upon discovery of a child, youth or NMDs running away. For PCW youth, the CONTRACTOR shall e-mail the Placement Administrative Services (PAS) Exit Notification e-mail at placementexitnotification@probation.lacounty.gov and contact the COUNTY Worker. For DCFS children, youth and NMDs if it is after hours or on the weekend, or if the COUNTY Worker or the supervisor are not reachable, the CONTRACTOR shall call the DCFS Child Protection Hotline at 1-800-540-4000. CONTRACTOR shall provide the COUNTY Worker with any information about the runaway child, youth or NMDs' neighbors, friends, school officials, and family members.

- 10.5.2.1 COUNTY staff will need detailed information, for instance: Who did the child, youth or NMD leave the home with? Did someone pick up the child, youth or NMD or did they leave on foot? Which direction did the child, youth or NMD go? Was there a parent or relative involved? What was the child, youth or NMD's state of mind – angry, depressed? What was the child, youth or NMD wearing? For children, youth and NMDs with a history of or at risk of Commercial Sexual Exploitation the CONTRACTOR shall document and report to the COUNTY Worker any of the following:
- Child, youth or NMD exhibits behaviors or otherwise indicates that she/he is being controlled or groomed by another person;
 - Child, youth or NMDs spends time with people known to be involved in commercial sex;

- Child, youth or NMD's use of internet, cell phone, or social media involves social or sexual behavior that is atypical of his/her age.

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

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

10.5.3 CONTRACTOR shall maintain important numbers to have on hand:

- COUNTY Worker
- COUNTY Worker's supervisor
- Child Protection Hotline: (800) 540-4000
- Runaway Outreach Unit: (213) 765-7310
- PCW PAS Headquarters (323) 549-4100
- PCW CCI OD (323) 537-6297
- Closest law enforcement agency

10.5.4 I-Track Reporting

CONTRACTOR shall cross report an abduction or runaway in accordance with the timelines as specified in the Exhibit A-5, SIR Guide and by completing an I-Track SIR to CCLD, the OHCMD QAS, Runaway Outreach Unit, PCW PPQA, and the COUNTY Worker. CONTRACTOR shall also report the abduction or runaway to the PCW PAS Exit Notification e-mail at placementexitnotification@probation.lacounty.gov. The report shall include the time and date of the abduction or when the runaway child, youth or NMD was last seen and any significant details leading to the incident.

10.5.5 **Supplemental Reporting Information**

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

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

10.6 **Foster Care Search System (FCSS) and Provider Management Information System (PMIS)**

CONTRACTOR shall notify COUNTY of any and all updates and changes to the agency, vacancy information, and facility changes (additional sites and relocations). CONTRACTOR shall report these updates and changes using the FCSS. Instructional training videos on how to create an account and access the FCSS is available on the FCSS website (see Exhibit A-1, Reference Links). FCSS shall be utilized until the PMIS replaces it, at which point CONTRACTOR shall ensure the PMIS system is updated regularly.

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

10.6.2 CONTRACTOR shall assign one Administrator for PMIS to manage the user roles for their staff. Each PMIS user shall have an individual official company e-mail account, user name, and password. User accounts should not be shared.

10.7 **STRTP Monthly Utilization Self-Report**

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

11.0 PROGRAM COMPLIANCE AND QUALITY ASSURANCE

CONTRACTOR shall develop and implement a continuous quality improvement plan in accordance with Title 22, Division 6, Chapter 7.5, Section 87081, and ACIN No. I-48-19, Updated Child Welfare Services Continuous Quality Improvement Guidelines (see Exhibit A-1, Reference Links), which shall include internal controls and monitoring that comply with this Contract and the Office of Management and Budget (OMB) Super-Circular.

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

11.2 Evidence-Based Practices

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

12.0 PLAN OF OPERATION AND PROGRAM STATEMENT CHANGES

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

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

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

13.0 BUILDINGS AND GROUNDS

CONTRACTOR shall maintain an environment, indoors and outdoors, that is clean and free from hazards in accordance with Title 22, Division 6, Chapter 1, Sections

80087 and 80088, and Chapter 7.5, Sections 87087, 87087.2, 87087.3, 87088, and 87088.3.

- 13.1 CONTRACTOR shall have safety equipment on hand in the pool area consisting of at least a donut ring with a rope and a pole with a hook.
- 13.2 For two-story residences, the CONTRACTOR shall have an exterior fire exit from the second story in addition to the inside exit. In some cases, COUNTY can approve exit from a second-story window(s), if it is equipped with a properly located rollout ladder(s) stored in a locked cabinet with a breakout glass.
- 13.3 CONTRACTOR shall provide: 1) a home and yards that are safe, well-maintained, and appropriately furnished; 2) age appropriate environment; 3) a bedroom, or sufficient space in a shared bedroom, with a comfortable mattress in good condition and adequate space to store clothing and personal items; 4) an appropriate and well-lit space for studying; 5) acceptable housekeeping; and 6) safety gates and latches as applicable.
- 13.4 Disinfectants, aerosols, cleaning solutions, poisons, matches, lighters, firearms, and other items that could pose a danger shall be stored where the items are inaccessible to children, youth and NMDs.
- 13.5 CONTRACTOR shall develop a Safety Plan and an Emergency Response Services plan for each facility; train all staff, children, youth and NMDs on policies and procedures, including an evacuation plan; and conduct routine drills.
- 13.6 Medicines shall be stored as specified in Section 80075(j) and (k) and separately from other items specified in Section 80087(g).
- 13.7 Surveillance video cameras and other recording devices may be installed on the exterior and in the interior common areas of a facility, provided that the cameras are not directed toward any private areas that may violate the privacy and personal rights of the children, youth, and NMDs.

Surveillance video cameras shall not be installed in the bathrooms, bedrooms, or in any location designated as private. Surveillance video cameras may be allowed in children, youth, or NMDs' bedroom, if there is a compelling health and safety reason that includes a documented medical condition in accordance with PIN No. 24-09 CRP (See Exhibit A-1, Reference Links).

All surveillance video recording devices must have audio disabled, muted, or turned down to ensure private conversations are not captured and the children, youth, and NMD's personal rights are not violated.

CONTRACTOR shall notify children, youth, NMDs, their authorized representative, and all visitors about the presence and location of each surveillance video camera in the facility.

Surveillance video cameras must not be used as a substitute for the care and supervision of children, youth, and NMDs.

CONTRACTOR must comply with all requirements for the use of surveillance video cameras as described in PIN No. 24-09 CRP (See Exhibit A-1, Reference Links).

PART C: PROGRAM SERVICES

14.0 CHILD AND FAMILY TEAM (CFT)

CONTRACTOR shall develop and maintain a process to participate and collaborate with the CFT throughout the child, youth and NMD's treatment planning and services and to achieve permanency through strengthening of family engagement and cross-agency networks of services and supports in accordance with Title 22, Division 6, Chapter 7.5, Sections 87022.1(b)(8), (11) and (12), 87068.2, and 87068.3.

14.1 The CFT process shall be aligned with the values of the County of Los Angeles CPM (see Exhibit A-1, Reference Links).

14.1.1 The CPM and the CFT process shall be family-centered to identify: 1) the family's strengths and underlying needs; 2) collaborative case planning; 3) decision making; and 4) the consideration of the long-term success of the family.

14.1.2 For further guidance when developing the CFT process, the CONTRACTOR shall refer to the DCFS Policy No. 0070-548.01 (see Exhibit A-1, Reference Links).

14.2 CONTRACTOR shall follow the CFT guidelines as described in WIC Section 16501(a)(4) and as described in the CDSS All County Letter No. 16-84 (see Exhibit A-1, Reference Links).

14.3 The CFT process shall be a solution-focused approach meant to draw on the family's history of protection and ability to solve problems. The information assists families to develop their vision for their future and assists them in gathering a formal and informal support network that will be available to them after termination of formal services.

14.4 The CFT process shall continue the process of engagement with the family, child, youth or NMD, and CONTRACTOR, and provide a process for transparent communication to ensure that services are well coordinated in collaboration with service providers.

- 14.5 CONTRACTOR shall ensure participation in the CFT meetings by any staff identified by the CONTRACTOR who has participated in the child, youth or NMD's treatment plan, including individuals who participate in the child, youth or NMD's education.

15.0 CORE SERVICES AND SUPPORTS

CONTRACTOR shall make Core Services and Supports available to children, youth and NMDs either directly or secured through formal agreements with other agencies, which are trauma-informed and culturally relevant in accordance with Title 22, Division 6, Chapter 7.5, Sections 87022.1(b), 87078.1 and 87078.2, WIC Section 11462(b)(1), and the Program Statement.

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

15.1 Specialty Mental Health and Additional Treatment Services

CONTRACTOR shall ensure that within five (5) calendar days of the placement, a mental health assessment shall be completed and signed by a licensed mental health professional, waived professional, or registered professional.

CONTRACTOR shall make Specialty Mental Health Services (SMHS) available to children, youth and NMDs under the Medi-Cal Early and Periodic Screening, Diagnosis, and Treatment program, as the criteria described in the Behavioral Health Information Notice (BHIN) 21-073 and ACL 24-35 (See Exhibit A-1, Reference Links) and to the extent that funding and services are available and as identified in the Needs and Services Plan (NSP) in collaboration with the CFT and in accordance with Title 22, Division 6, Chapter 8.8, Section 88289.1.

15.1.1 Presumptive Transfer

When a child, youth, or NMD is placed outside of their county of original jurisdiction into a STRTP or admitted to a CCRP, the responsibility to provide or arrange and pay for SMHS shall remain with the mental health provider in the county of original jurisdiction in accordance with the DCFS Policy No. 0600-505-21, ACL 24-43 and BHIN No. 24-025 (see Exhibit A-1, Reference Links).

Upon accepting placement or admission of a child, youth, or NMD from another county, the CONTRACTOR may notify DMH or the SMHS provider as soon as possible, in accordance with the guidance provided in the ACL 24-43 and BHIN No. 24-025 (see Exhibit A-1, Reference Links).

15.1.2 Psychiatric Assessment and Psychotropic Medication

CONTRACTOR shall take all necessary steps to ensure that any child, youth or NMD in its care with a known history of psychiatric problems (including hospitalizations) receives a psychiatric

assessment within thirty (30) days of admission, conducted by a physician or a psychiatrist, and submit to the County Worker the written results of such tests and any other mental health treatment records when obtained by the CONTRACTOR. This psychiatric assessment shall include a medication review and the medication review shall be completed as clinically appropriate or at least every forty-five (45) days after the initial psychiatric assessment.

15.1.2.1 This psychiatric assessment shall include a medication review and the medication review shall be completed as clinically appropriate or at least every forty-five (45) days after the initial psychiatric assessment.

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

15.1.2.3 CONTRACTOR shall follow the psychotropic medication guidelines JV-217-INFO (see Exhibit A-1, Reference Links) and ensure any necessary psychotropic medication authorizations to administer psychotropic medication, (JV-220A, JV-220B) for a child, youth or NMD in residential placement, are submitted to the Court pursuant to WIC 369.5 (see Exhibit A-1, Reference Links).

15.1.2.4 For each psychotropic medication prescribed to a child, youth or NMD, the CONTRACTOR, in conjunction with the COUNTY Worker, shall ensure that: 1) the prescribing physician submits a request and obtains court authorization; and 2) these requests and orders are renewed every six (6) months (see Exhibit A-1, Reference Links for link to JV-220 forms) or as instructed by Juvenile Court in accordance with Title 22, Division 6, Chapter 7.5, Section 87075(c). Upon receipt from the COUNTY Worker or physician, the CONTRACTOR shall maintain copies of the court authorizations in the child, youth or NMDs' case record.

15.1.2.4.1 If the court determines that a parent or legal guardian poses no danger to the child, youth, or NMD and has the capacity to authorize psychotropic medications, the court issues specific orders through JV-216 delegating authority to the parent or legal guardian and the Court authorization shall not be required, in accordance with the California Rules of Court,

Rule 5.640(e) and DCFS Policy 0600-514.10
(see Exhibit A-1, Reference Links).

- 15.1.2.5 CONTRACTOR shall incorporate into the treatment plan all psychotropic medication(s) the child, youth or NMD receives per Foster Youth Mental Health Bill of Rights (see Exhibit A-1, Reference Links).
- 15.1.2.6 Contractor shall follow COUNTY policy as prescribed in DCFS Policy 0600-514.10 (see Exhibit A-1, Reference Links) and Title 22, Division 6, Chapter 7.5, Section 87070(b)(12) and 87068.1(c)(7) regarding psychotropic medication: authorization, review, and monitoring for a DCFS and PCW supervised child, youth or NMD.
- 15.1.2.7 CONTRACTOR shall educate and assist the children, youth and NMDs regarding Psychotropic Medication use in accordance with DCFS Policy No. 0600-514.10 (see Exhibit A-1, Reference Links), and document any pertinent observations of symptoms etc. for the completion and submission of court forms JV 218 and JV 219 (see Exhibit A-1, Reference Links). The CONTRACTOR shall provide the JV 218 form to the child, youth or NMD. Although use of the forms is optional, the CONTRACTOR, as part of educating the child, youth or NMD, shall encourage completion of the form, which may be used to inform the court how the child, youth or NMD feels about the use of psychotropic medication, effectiveness of the medicine, and any side effects of the medicine. If the child, youth or NMD opts not to complete the JV-218 form, the child, youth or NMD may send a letter to the Judge, confer with the judge at the hearing, or ask the COUNTY Worker or Court Appointed Special Advocate to tell the judge how they feel. Upon request from the COUNTY, the CONTRACTOR shall provide verbal responses to the questions in the JV-219 form.
- 15.1.2.8 At the time of a child, youth or NMD's replacement, the CONTRACTOR shall follow the procedures for the transfer of psychotropic medication, as indicated in this SOW, Section 15.4.4.3.
- 15.1.2.9 CONTRACTOR shall ensure all documentation for the child, youth or NMDs' mental health, psychological and psychiatric evaluations, including hospitalizations shall be maintained in the child, youth or NMDs' file as described in Title 22, Division 6, Chapter 7.5, Sections 87070 and 87070.1.

15.1.3 Additional Treatment Services

CONTRACTOR shall assist in locating and referring children, youth and NMDs to School-Based Mental Health Services, Day Rehabilitation, Day Treatment Intensive, Crisis Stabilization, and Therapeutic Behavioral Services, in collaboration with the CFT and whenever identified in the NSP, to be included as part of the treatment plan and in accordance with WIC Section 11462(b)(1).

15.2 Transition Services

CONTRACTOR shall provide transition support services for children, youth, NMDs and families upon initial entry and placement changes and for families who assume permanency through reunification, adoption, or guardianship and as identified in the NSP in collaboration with the CFT and in accordance with WIC Section 11462(b)(1) and Title 22, Division 6, Chapter 7.5, Section 87078.1(a)(2), 87068.2 (a) and (c), and 87068.22.

15.3 Education and Extracurricular Supports

CONTRACTOR shall provide educational and extracurricular activities and social supports as identified in the NSP in collaboration with the CFT and in accordance with WIC Section 11462(b)(1) and Title 22, Division 6, Chapter 7.5, Sections 87067, 87068.2, 87072, 87078, 87078.1 and 87079.

15.3.1 Stable School Placements

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

15.3.2 Right of Child, Youth and NMD to Remain in School of Origin

CONTRACTOR in collaboration with the CFT shall make every effort to maintain children, youth and NMDs in their school of origin, if in the best interest of the child, youth or NMD as determined by the NMD or the child or youth's education rights holder in accordance with EDC Sections 48853.5(e)(1)-(4), 48853.5(d)(1 and 2), and 48853.5(d)(4)(A) (see Exhibit A-1, Reference Links).

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

15.3.3 Immediate Enrollment of Children in School

If the educational rights holder has made a determination that it is in the best interest of the child or youth to transfer from their school of origin, the CONTRACTOR shall immediately enroll the child or youth

in their local school in accordance with EDC, Section 48853.5(f)(8)(B) (see Exhibit A-1, Reference Links).

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

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

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

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

15.3.3.4 CONTRACTOR shall ensure children, youth and NMDs participate in educational enrichment activities while awaiting school enrollment.

15.3.4 CONTRACTOR's Participation in Child, Youth and NMD's School Program

CONTRACTOR shall work with the child or youth's education rights holder or NMD and the school district in supporting the educational

needs and rights of the child, youth or NMD. All efforts must be documented and reported in the Education Section of the Exhibit A-11, NSP.

15.3.4.1 CONTRACTOR shall: 1) represent the child, youth or NMD at parent meetings, open houses, etc.; 2) work with the child, youth, or NMD's teachers and academic counselor to monitor educational progress, attendance, development, educational level, behavior, assessment of strengths and weaknesses, and the overall academic achievement; 3) encourage and assist the child, youth or NMD to participate in school activities; and 4) arrange appropriate transportation to and from school as per Title 22, Division 6, Chapter 7.5, Section 87074(c)(2).

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

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

15.3.4.4 CONTRACTOR shall ensure each child, youth and NMD receives school photos and uniforms when appropriate. CONTRACTOR shall ensure each child, youth and NMD is given the opportunity to attend their prom and graduation and provided with resources and assistance.

15.3.5 Daily Homework and Cognitive and Developmental Stimulation

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

progress. In addition, CONTRACTOR shall arrange for a quiet working area with appropriate school supplies and computers.

15.3.5.1 CONTRACTOR shall provide sufficient computer access in terms of amount of time and number of computers that are updated and maintained with internet access with parental controls and current technology.

15.3.5.2 During summer school breaks, CONTRACTOR shall schedule at minimum one hour per day literacy and math homework for children, youth and NMDs. CONTRACTOR shall ensure children, youth and NMDs explore all resources available in accordance with ACIN I-15-19, Available Education-Related Resources, including but not limited to the California Foster Youth Education Hub (see Exhibit A-1, Reference Links). CONTRACTOR shall document reasons for a child, youth or NMD not participating in the scheduled activities in the Education Section of the Exhibit A-11, NSP.

15.3.5.3 CONTRACTOR shall engage the child, youth or NMD in age and developmentally appropriate activities. These may include computer access time, tutoring, homework assistance, visits to the library or museums, reading, arts, crafts, music, dramas, extracurricular activities and other educational enrichment. CONTRACTOR shall document reasons for a child, youth or NMD not participating in developmental appropriate activities in the Education Section of the Exhibit A-11, NSP.

15.3.6 Tutoring

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

15.3.6.1 CONTRACTOR shall make the tutoring arrangements and provide the necessary supports for participation before or after-school.

15.3.6.2 CONTRACTOR may consider Los Angeles County Office of Education (LACOE), Foster Youth Service Coordinating Program (FYSCP), Tutoring Program, and other community based tutoring resources (see Exhibit A-1, Reference Links).

15.3.6.3 CONTRACTOR shall provide tutoring when the child, youth or NMD is struggling in their class work and homework, receiving D's or F's, working below grade level in reading,

writing, or math, if determined necessary by the CFT and the school's Student Study Team, to improve the child, youth or NMD's basic reading, writing, and math skills.

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

15.3.7 Educational Information

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

15.3.8 College and Career Readiness

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

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

15.3.8.1 CONTRACTOR shall provide the youth and NMDs with assistance with educational planning milestones, as

indicated in the NSP, including, but not limited to, the following:

- Information about “A-G” courses in 8th grade
- Enrollment in “A-G” courses in 9-12th grade
- Completion of the PSAT in 10th grade
- Completion of the SAT or ACT in 11th and 12th grade

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

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

Resources available to assist with educational planning:

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

Resources to assist with career planning:

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

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

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

15.3.10 Extracurricular, Enrichment, Cultural, and Social Activities

CONTRACTOR shall provide opportunity for and encourage, as appropriate, activities in accordance with WIC 362.05 (see Exhibit A-1, Reference Links) and Title 22, Division 6, Chapter 7.5, Sections 87065(e), 87065.5(c), and 87079, and document in the NSP : 1) group interaction activities, both at the STRTP site and in the community; 2) school based and physical activities such as games, sports, and exercise, both at the STRTP site and in the community; 3) educational activities such as assistance with homework, college tours, college planning activities, etc. 4) career exploration activities such as access to professionals (from in-demand employment sectors) presenting their roles to youth and NMDs, summer camps, opportunities for paid work experience or career shadowing; 5) for youth and NMDs, CONTRACTOR shall provide access to information regarding available vocational and postsecondary educational options; 6) individual and family-oriented leisure time activities; and 7) at least two (2) planned social and recreational activities per month for children, youth and NMDs such as going to a movie, eating out, skating, etc. (to be paid for by the CONTRACTOR). The child, youth or NMD shall not be required to perform activities that interfere with school, training, treatment programs or family visits.

15.3.10.1 CONTRACTOR shall apply the Reasonable and Prudent Parent Standard as described and defined in Title 22, Division 6, Chapter 7.5, Section 87067, when making decisions about allowing children, youth or NMDs' participation in age and developmentally appropriate cultural, extracurricular, enrichment, and social activities.

- 15.3.10.2 For PCW youth, the CONTRACTOR shall obtain approval from the Deputy Probation Officer (DPO) of Record, the Supervising DPO (SDPO), or the Probation Director for any special outings (long distance trips, etc.), and media-related activities, not including normal leisure activities (e.g., movies, shopping, sporting events, and parks) as defined in the CONTRACTOR's program statement.
- 15.3.10.3 Each child, youth or NMD who is capable shall be given the opportunity to participate in the planning, preparation, conduct, cleanup, and critique of planned activities in accordance with Title 22, Division 6, Chapter 7.5, Section 87079(c).
- 15.3.10.4 CONTRACTOR shall provide opportunities to encourage the development of the child, youth or NMD's cultural awareness, ethnic, racial and sexual identity, thereby increasing their self-esteem. CONTRACTOR shall also provide opportunities to develop social consciousness by teaching children, youth and NMDs the difference between right and wrong, self-control, compassion, morals, integrity, patience, respect, responsibility, etc. CONTRACTOR shall encourage and allow children, youth and NMDs to participate in activities in which they have an interest such as dance, art, sports, and music.
- 15.3.10.5 CONTRACTOR shall create a home-like environment and encourage each child, youth, and NMD to personalize their bedroom.
- 15.3.10.6 **Pre-Approval for Child, Youth and NMDs to Be Off Site**
Children, youth and NMDs may leave the facility unaccompanied for specific purposes, if determined appropriate by the CONTRACTOR and CFT, based on the Reasonable and Prudent Parent Standard, or if it has been pre-approved by the COUNTY Worker, as described in the NSP, and if the CONTRACTOR or the designee agrees. If determined necessary based on the Reasonable and Prudent Parent Standard, the CONTRACTOR staff shall know the whereabouts of children, youth and NMDs, who are off grounds, and shall be able to identify who is responsible for supervision at all times.
- 15.3.10.6.1 Children, youth and NMDs shall be supervised at all times within the facility, as well as all times when outside the facility unless: 1) otherwise deemed appropriate by the CONTRACTOR and the CFT based on the Reasonable and

Prudent Parent Standard, consistent with all court orders; 2) specifically stated in the COUNTY approved NSP; or 3) otherwise approved by the COUNTY. If any child, youth or NMD leaves a facility without authorization, the CONTRACTOR shall follow the reporting instructions as specified in Section 10.5 of this SOW and complete an I-Track report in accordance with Exhibit A-5, SIR Guide.

15.3.10.7 Maintenance of a Sign-in and Sign-out Log

CONTRACTOR shall maintain a detailed sign-in and sign-out log for children, youth and NMDs who leave the facility for any reason other than regularly scheduled work, school, or group activities of the CONTRACTOR. This log shall include the name of the child, youth or NMD, their destination, the time they left the facility, the anticipated time of return, and the name and telephone number of the person who is responsible to supervise the child, youth or NMD while they are away from the facility.

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

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

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

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

15.3.10.9 Food Preparation and Storage

CONTRACTOR shall comply with Title 22, Division, 6, Chapter 1, Section 80076, for food storage, food

preparation, and sanitation procedures to prevent transmission of infectious illnesses.

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

15.4 **Health Care Services**

The CONTRACTOR shall ensure that all children, youth and NMDs receive first aid, medical, dental, vision, and mental health care, and related services; unless a NMD refuses such care in accordance with Title 22, Division 6, Chapter 7.5, Section 87075(g).

15.4.1 **Medical Assessments, Routine Health Care, and Immunizations**

The CONTRACTOR shall monitor the immunizations and routine and on-going healthcare of children, youth and NMDs in accordance with the Child Health Disability Prevention (CHDP) Program and Title 22, Division 6, Chapter 7.5, Sections 87069.1, 87089.2, and 87095.69 (see Exhibit A-1, Reference Links).

15.4.1.1 The CONTRACTOR shall ensure nursing staff are scheduled to be onsite based on the CONTRACTOR's treatment model and the needs of the children, youth and NMDs and are available on-call 24 hours a day, 7 days a week, in accordance with ACL 21-115, ACIN I-85-21, and Title 22, Division 6, Chapter 7.5, Section 87089.2 and HSC 1562.01(n) (see Exhibit A-1, Reference Links).

15.4.1.2 CONTRACTOR shall utilize a CHDP provider or other provider who conducts CHDP equivalent medical and dental exams to perform the initial medical and dental assessments, care, and follow through, in accordance with the CHDP Program Policy No. 0600-506.10 (see Exhibit A-1, Reference Links). CONTRACTOR shall follow Medical/Dental Exams Periodicity Schedule for children, youth and NMDs (see Exhibit A-1, Reference Links). CONTRACTOR shall use DCFS 561(a) Medical Examination Form (Exhibit A-19), DCFS 561(b) Dental Examination Form (Exhibit A-20), and DCFS 561(c) Psychological/Other Examination Form (Exhibit A-21), for initial and routine visits.

15.4.1.2.1 CONTRACTOR shall coordinate with COUNTY to ensure an initial medical assessment is conducted for all placements within the timelines listed in DCFS Policy 0600-500.00 (see Exhibit A-1, Reference Links).

15.4.1.2.2 COUNTY shall obtain medical clearances for placement through the Medical Hub network for newly detained children, youth and NMDs only, which may or may not include an expedited initial medical examination.

15.4.1.2.3 CONTRACTOR shall ensure all Medical Hub or other CHDP equivalent appointments are kept or rescheduled and coordinated with an appropriate CHDP equivalent provider to meet the timeframe determined by the Medical Hub. All initial medical examinations must occur no later than 30 days of placement.

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

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

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

15.4.2.1 CONTRACTOR shall ensure children, youth and NMDs receive medical, dental services and sexual and reproductive health care services from the provider of their choice, if payment is authorized under Medi-Cal, or otherwise available at no cost to the child, youth, NMD, CONTRACTOR or the COUNTY.

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

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

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

15.4.3 **Reimbursement for Medical and Dental Costs**

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

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

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

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

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

15.4.4 **Administration of Prescription and Non-Prescription Medications**

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

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

15.4.4.2 In accordance with Title 22, Division 6, Chapter 1, Section 80087(h), medicine shall be stored as specified in Section 80075(k) and kept as separately from other items specified in Section 80087(g). The items specified in Section 80087(g) shall not be stored in food storage

areas or in storage areas used by or for children, youth or NMDs.

- 15.4.4.2.1 CONTRACTORS shall provide and respect private storage space and personal belongings of the youth and NMDs as it relates to their sexual and reproductive health care, including storage of birth control, in accordance with WIC 16001.9 (a), PUB 490, Know Your Sexual and Reproductive Health Rights (see Exhibit A-1, Reference Links) and Title 22, Division 6, Chapter 1, Section 87075(1)(b).
- 15.4.4.3 At the time of a child, youth or NMD's replacement, the CONTRACTOR shall give any medications and court authorizations, including psychotropic medications to the COUNTY Worker. If the medications and court authorizations are not available at the time of replacement (outside the current agency), CONTRACTOR shall arrange for the transfer of medication within 24 hours to the child, youth or NMD's new placement. CONTRACTOR shall use Exhibit A-16, Transfer of Medication Form, to record the type of medication being transferred, the amount of medication, and the receiving party and transferring party's information, which shall minimally include, name, title, address, telephone number, date and signatures.
- 15.4.4.4 CONTRACTOR shall ensure appropriate disposal of discontinued medication by following the standards required by its national accreditation. If the national accreditation agency does not provide specific standards, CONTRACTOR shall follow the recommendations available at the Don't Rush to Flush Website (see Exhibit A-1, Reference Links).
- 15.4.4.5 CONTRACTOR shall ensure appropriate disposal of confiscated controlled substances by first contacting the local law enforcement agency; If the local law enforcement agency refuses to accept, then CONTRACTOR shall follow the recommendations available at the US Department of Justice, Drug Enforcement Administration, Diversion Control Division, Drug Disposal Information website (see Exhibit A-1, Reference Links).

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

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

15.5 Transition to Adulthood Services

CONTRACTOR shall designate an employee to have primary responsibility for planned activities and ensure that all youth and NMDs participate in accordance with their needs, interests and abilities. Activities shall be designed to support transition-age youth and NMDs in achieving a successful adulthood as identified in the NSP in collaboration with the CFT in accordance with WIC Section 11462(b)(1) and Title 22, Division 6, Chapter 7.5, Sections 87022(c)(12), 87065(e), 87068.2, 87068.22(b) and (c), 87078.1, and 87079.

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

15.5.2 Transitional Independent Living Plan

CONTRACTOR shall participate with the COUNTY Worker in the development of a Transitional Independent Living Plan (TILP) and completion of a TILP Agreement for each youth 16 years or older and NMD, in accordance with the DCFS Policy 0080-505.10 (See Exhibit A-1, Reference Links). CONTRACTOR should receive an updated, signed TILP Agreement for any youth or NMD at least every 6 months after the initial TILP Agreement is received. CONTRACTOR shall have a copy of the TILP Agreement from the COUNTY Worker on file. CONTRACTOR will collaborate with the COUNTY Worker to implement the youth and NMD's TILP as appropriate.

The transitional independent living process will be more effective the earlier it begins. Therefore, it is recommended for CONTRACTOR to participate with the COUNTY Worker to begin the development of the TILP at age 14.

15.5.3 COUNTY's Youth Development Services

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

15.5.4 Independent Living Program

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

15.5.4.1 CONTRACTOR shall provide information to youth and NMDs about ILP's Teen Club which is available for youth and NMDs between the ages of 16-21.

15.5.5 Independent Living Skills

CONTRACTOR shall develop an individualized plan for each youth and NMD to learn basic living skills within the context of the family home setting. Such skills may include, as age appropriate: 1) learning to plan, shop, and prepare balanced meals; 2) purchase and care of clothing; 3) basic housekeeping skills; 4) budgeting; 5) use of public transportation as appropriate; 6) personal safety; 7) health care and personal hygiene; (8) relationship and communication skills; and (9) landlord and renters' rights and skills for being a good tenant.

15.5.6 CONTRACTOR shall facilitate participation in COUNTY approved independent living services for self-sufficiency and develop on-site services equivalent to the COUNTY's Independent Living Program for youth and NMDs unable to participate in the COUNTY'S Independent Living Program or approved off-grounds independent living services for self-sufficiency services.

15.5.7 CONTRACTOR shall teach the youth and NMDs how to set short-term and long-term goals and objectives appropriate to the developmental level of the youth or NMD. CONTRACTOR shall discuss possible short-term and long-term goals and objectives with the youth and NMDs as they relate to their NSP, career plans, strengths and interests, and educational possibilities. These discussions of life goals are to help prepare the youth and NMDs for transition to adulthood, and, where the permanency plan is for family reunification, adoption, or legal guardianship, return to their family.

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

15.5.9 CONTRACTOR shall facilitate participation with the public workforce system, which includes the America's Jobs Centers of

California (AJCC's) and the Youth Source Centers (YSC), whenever possible and as appropriate and aligned with the youth and NMD's career and educational goals, to ensure youth ages 14 and older and NMDs have access and services to promote educational and career readiness skills (see Exhibit A-1, Reference Links).

15.5.10 CONTRACTOR shall assist the youth ages 13 and older and NMDs to obtain a California Identification or Real ID.

15.5.11 CONTRACTOR shall assist youth ages 14 and older and NMDs to explore resources to acquire information on independent living skills, including but not limited to the following: Opportunity Youth Collaborative, Know Before You Go and ILP Online (see Exhibit A-1, Reference Links).

15.6 **Permanency and Aftercare Support Services**

Family-based aftercare support services is a shared responsibility between the COUNTY and the CONTRACTOR and shall be provided for six months to a child, youth or NMD upon exiting STRTP placement.

To ensure the provisions of transition and aftercare support services are met, the CONTRACTOR shall provide or arrange for services to achieve permanency, such as supporting reunification, adoption, guardianship, or transition to adulthood as appropriate and as identified in the NSP in collaboration with the CFT and in accordance with the Qualified Individual (QI) recommendations, ACL 21-116 and Title 22, Division 6, Chapter 7.5, Sections 87001(f)(2) and 87022.1(b) (see Exhibit A-1 Reference Links).

CONTRACTOR shall also ensure efforts are made to maintain or establish relationships with parents, siblings, extended family members, tribes, or others important to the child, youth or NMD as appropriate.

15.6.1 **Permanency Planning**

CONTRACTOR shall document all children, youth and NMDs' permanent plan on the CONTRACTOR's intake form, as provided by the COUNTY Worker. CONTRACTOR shall also work with the COUNTY Worker and the CFT to ensure that a permanent plan, efforts to achieve permanency, and a transition and aftercare plan are documented in the NSP in accordance with Title 22, Division 6, Chapter 7.5, Sections 87068.2, 87078, 87078.1 and 87079.

15.6.1.1 **Facilitating Legal Permanency Plans**

CONTRACTOR, in collaboration with the CFT and the COUNTY Worker, shall facilitate the implementation of any permanent plan as determined by the COUNTY in collaboration with the CFT for a child, youth or NMD under the CONTRACTOR's care.

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

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

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

CONTRACTOR shall initiate family finding, support sibling connections, and engage in practices upon placement to assist the child, youth or NMD in identifying, developing, maintaining, and strengthening sibling connection, and other important relationships, provided that these relationships are in the child, youth or NMD's best interests and are consistent with COUNTY Case Plan. CONTRACTOR shall assist the COUNTY Worker in identifying these individuals as potential permanency resources. CONTRACTOR shall appoint a Mentoring Liaison and partner with existing mentoring programs or develop their own mentoring resources to enable children, youth and NMDs to develop a connection with a caring adult, when important relationships are lacking, in accordance with WIC Section 11462(b)(1) and 16001.9(a)(15) (see Exhibit A-1, Reference Links).

15.6.1.3.1 For a youth 16 years of age or older and NMDs, the CONTRACTOR shall assist the youth or NMD and the COUNTY Worker in identifying a caring adult that will help the youth or NMD prepare for transition to self-sufficiency.

15.6.2 **Family Reunification**

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

15.6.3 Legal Guardianship and Adoption

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

15.6.3.1 CONTRACTOR shall provide counseling, support, and education for a child or youth in making decisions and transitions related to legal guardianship or adoption. The COUNTY shall provide information, and the CONTRACTOR shall be fully informed, about the Adoption Assistance Program and the differences between legal guardianship, adoption, and foster care.

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

15.6.4 Transition to Adulthood

CONTRACTOR shall ensure youth and NMDs achieve a successful transition to adulthood as identified in the NSP, in collaboration with the CFT, and in accordance with Section 15.5 of this SOW and Title 22, Division 6, Chapter 7.5, Sections 87022(c)(12), 87068.2, 87068.22(b) and (c), and 87078.1(a).

15.6.5 Transition and Aftercare Planning and Services

CONTRACTOR shall provide transition and aftercare planning services for children, youth or NMDs to support the transition to a family-based setting, reunification, guardianship, adoption, or transition to adulthood to sustain permanency for up to six (6) months in accordance with ACL 21-116 and Title 22, Division 6, Chapter 7.5, Sections 87022.1(b) (see Exhibit A-1 Reference Links).

15.6.5.1 CONTRACTOR shall begin transition and aftercare planning and services at least thirty (30) calendar days prior to discharge in collaboration with the CFT and in accordance with the QI assessment, Integrated Practice

- Child and Adolescent Needs and Strengths (IP-CANS), and NSP.

15.6.5.2 Transition and aftercare planning services shall include identifying services, natural supports, community linkages, and any other supports needed for achieving a positive permanent outcome.

15.6.5.3 Aftercare services and supports may include, but are not limited to, Mental Health Services (including Intensive Home Based Service), Crisis Intervention, Medication Support, Intensive Care Coordination, visitation with perspective caregiver(s), conjoint therapy with perspective caregiver(s), community linkages, continuity of care management, and engagement strategies.

When additional mental health services linkage is needed, CONTRACTOR may visit the DMH Provider Locator Site (see Exhibit A-1, Reference Links).

15.7 **Indian Child, Youth and NMD Services**

CONTRACTOR, whenever serving Indian children, youth and NMDs, as defined in subdivisions (a) and (b) of WIC Section 224.1, shall provide the core services in accordance with WIC Section 11462(b)(1), inclusive, to eligible children, youth and NMDs consistent with active efforts pursuant to WIC Section 361.7 and in accordance with the Federal Indian Child Welfare Act (25 U.S.C. Sec. 1901 et seq.) (see Exhibit A-1, Reference Links), its historical significance, the rights of children, youth and NMDs covered by the act, and the best interests of Indian children, youth and NMDs as including culturally appropriate, child-centered practices that respect Native American history, culture, retention of tribal membership, and connection to the tribal community and traditions.

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

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

15.8 **Reduce Law Enforcement Involvement**

CONTRACTOR should engage and collaborate with community based organizations and local law enforcement agencies to improve outcomes through effective intervention strategies for high-risk youth and NMDs. CONTRACTOR shall ensure direct care staff receive annual training and

develop intervention strategies to help reduce law enforcement involvement and prevent the youth and NMDs from entering the juvenile justice system. Law enforcement must not be contacted as a substitute for effective care and supervision or the facility's approved continuum of emergency interventions as indicated in Title 22, Division 6, Chapter 7.5, Section 87095.01(e).

15.9 Referrals to Commercial Sexual Exploitation of Children (CSEC) Services

If during placement, the CONTRACTOR identifies that a child, youth or NMD is a victim or at risk of commercial sexual exploitation, the CONTRACTOR shall report the discovery to the CSW to assist in linking the child, youth or NMD to commercial sexual exploitation services. CONTRACTOR shall also request a CFT meeting to discuss and update the NSP.

16.0 PREGNANT AND PARENTING YOUTH AND NMDs

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

17.0 ADDITIONAL SERVICES AND SUPPORTS

17.1 Emergency Intervention Plan

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

17.1.1 All direct care staff, supervision staff, administrators or designees, facility social workers and any other treatment staff shall be trained in the procedures to activate the emergency intervention plan. If, after all relevant procedures of the emergency intervention plan have been exhausted, and the child, youth or NMD needs an emergency psychiatric assessment for acute psychiatric hospitalization, the CONTRACTOR shall contact DMH Access at **1-800-854-7771** and the COUNTY Worker.

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

17.2 Tobacco, Alcohol, Drugs, and Illegal Substances

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

beverages under any circumstances; and 4) children, youth and NMDs are not to use narcotics, drugs, or illegal substances.

17.2.1 CONTRACTOR shall ensure naloxone nasal sprays are available in the facility in the event of a suspected opioid overdose, shall obtain required applicable waivers, prior to obtaining and administering naloxone, and shall administer naloxone nasal spray for children, youth and NMDs at risk of an opioid-related overdose, under certain conditions, in accordance with PIN 23-11-CRP (see Exhibit A-1, Reference Links).

17.2.2 CONTRACTOR shall ensure staff, volunteers, or subcontracted employees do not smoke tobacco products and vape in any room or enclosed space and within 25 feet of the facility.

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

17.3 **Child, Youth, and NMDs' Allowance and Earnings**

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

17.3.1 **Personal Allowance**

CONTRACTOR shall provide each child, youth and NMD a base allowance appropriate to age and reasonably commensurate with peer group standards. The base amount shall not be less than the following amounts: \$9.54 (5-7 years); \$13.52 (8-10 years); \$17.57 (11-13 years); \$20.33 (14-15 years); \$24.36 (16-17); and \$33.89 (18-20 years) per week, starting with the first full week of placement. Allowances may be increased beyond the base amount according to a point, levels, or rewards behavior management system as described in the CONTRACTOR's Plan of Operation and Program Statement.

17.3.1.1 CONTRACTOR shall increase personal allowances each and every time there is an Aid to Families with Dependent Children-Foster Care (AFDC-FC) rate and California Necessities Index (CNI) increase. The AFDC-FC rate and CNI increase percentage must be equally applied to the personal allowance schedule. Personal allowance increases shall be applied and calculated based on any AFDC-FC and CNI increases.

17.3.1.2 CONTRACTOR shall maintain a log indicating the date, the amount of allowance a child, youth or NMD receives, and

the child, youth or NMD's signature (when age appropriate) upon receipt of the allowance.

- 17.3.1.3 If a child, youth or NMD is unable to handle money, the CONTRACTOR shall provide the child, youth or NMD with assistance and instruction on how to handle money. Any unspent money must be deposited in the child, youth or NMDs' account or held in a secured place until the child, youth or NMD is able to handle their money independently or shall accompany the child, youth or NMD when the child, youth or NMD's placement is terminated.
- 17.3.1.4 CONTRACTOR shall not substitute monetary allowances with non-monetary items such as clothing, food, and other items that the CONTRACTOR is required to provide.
- 17.3.1.5 CONTRACTOR shall not require a child, youth or NMD to use their allowance or earnings to purchase items the CONTRACTOR is required to provide. These items include: 1) clothing; 2) personal care and hygiene items; 3) activities; 4) diapers, baby clothes, babysitter, etc., for children placed with a youth or NMD parent if the CONTRACTOR receives infant supplement money; 5) school supplies; and 6) meals.
- 17.3.1.6 The child, youth or NMD's allowance, earnings, or other income may be applied toward other personal property above the basic services to be provided by the CONTRACTOR herein. Beyond supervision of spending for appropriateness, age, safety, and health, the CONTRACTOR shall permit the child, youth or NMD to spend their allowance, earnings, and other income in accordance with the NSP and as the child, youth or NMD desires.
- 17.3.1.7 The weekly monetary allowances shall not be withheld from the child, youth or NMD by the CONTRACTOR.
- 17.3.1.8 CONTRACTOR shall prorate the child, youth or NMD's allowance during a child, youth or NMD's runaway period until the placement is terminated, not to exceed seven (7) days in accordance with DCFS Policy No. 0100-570.11 (see Exhibit A-1, Reference Links).
 - 17.3.1.8.1 CONTRACTOR shall deliver any accumulated allowance owed to the child, youth or NMD to the assigned COUNTY Worker within 30 days after the child, youth or NMD's placement is terminated

17.3.2 **Child, Youth and NMDs' Earnings**

CONTRACTOR and COUNTY Worker shall mutually agree on the method of securing a child, youth and NMD's income and monitoring the child, youth and NMD's use of funds, including the establishment of a bank account where appropriate. CONTRACTOR shall encourage children age fourteen (14) and older and NMDs to save their earnings for transition to adulthood or self-sufficiency.

17.3.2.1 CONTRACTOR may apply monetary consequences in accordance with Title 22, Division 6, Chapter 7.5, Section. The COUNTY's Youth Development Services Program incentive money is considered "income" to the child, youth or NMD and shall not be withheld from the child, youth or NMD by the CONTRACTOR.

17.3.2.1.1 CONTRACTOR shall maintain an account of monetary fines collected.

17.3.2.1.2 For PCW children, youth and NMDs only, Court ordered restitution may be withheld from earnings, only if agreed upon by the CFT and shall be documented in the NSP.

17.4 **Clothing**

CONTRACTOR shall provide a regular monthly clothing allocation starting not more than thirty (30) days following the date of placement in the amount of at least \$95.01 to be spent on clothing within the same 30-day period. Donated clothing may supplement but not replace the \$95.01.

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

17.4.2 CONTRACTOR shall ensure that each child, youth and NMD has the amount of clothing listed within the timeframes stated in the Exhibit A-24, DCFS 2281, Clothing Standard, at all times during the child, youth and NMD's placement, including replacement of any lost or stolen clothing in accordance with the DCFS Clothing Standard, including instances when children, youth and NMDs return from runaway status. Replacement of any lost or stolen clothing for children, youth and NMDs who runaway chronically shall be handled on a case by case basis in collaboration with the CFT.

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

NMD may purchase the desired item(s) voluntarily using their own funds.

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

17.4.5 Clothing shall fit according to industry size charts and shall never be too small or more than two sizes larger than actual measurements indicate. The clothing shall also be clean, in good condition, and appropriate for the intended use and season, including the school dress code. CONTRACTOR shall not provide used or second hand underwear or shoes. CONTRACTOR may use donations of new clothing to meet the Exhibit A-24, DCFS 2281, Clothing Standard. The child, youth or NMD shall be involved in the selection of clothing based on the developmental level and gender expression of the child, youth or NMD. The clothing is the property of the child, youth or NMD and shall be retained by the child, youth or NMD or their representative upon termination of placement. CONTRACTOR shall provide for laundry, dry cleaning, and mending of clothing in accordance with the Plan of Operation and Program Statement.

17.4.6 Special Clothing Needs

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

17.4.7 Clothing Storage and Security

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

17.4.8 Clothing Inventory

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

17.4.9 Monthly Clothing Allowance Logs

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

17.5 Cell Phones and Other Electronic Devices

The CONTRACTOR must provide for safe use and storage of personal belongings, including cell phones and other electronic devices in accordance with Exhibit A-30, Electronics For Youth In Residential Care. Placed children, youth and NMDs have the right to possess personal electronics for the purpose of communication, education, and recreation, unless the child, youth or NMD's NSP explicitly prohibits the possession or use of electronic devices. Each child, youth or NMD must be assessed individually as to whether it is appropriate for the child, youth or NMD to use or possess an electronic device. If personal electronics are deemed inappropriate by the CFT, it shall be recorded in the child, youth or NMD's NSP. If an agreed upon resolution cannot be achieved, the CFT will try various strategies to come to a common agreement, including consultation with managerial and administrative staff, if necessary, and the final resolution will be documented in the child, youth or NMD's NSP.

17.5.1 Determining the Appropriateness of Access to Personal Electronics for Youth

The CFT will take into account each child, youth or NMD's personal history, maturity level and risk level to determine the appropriateness of electronic device use, including cell phones. CONTRACTOR shall afford a certain amount of trust to children, youth and NMD for whom the use or possession of personal electronic devices is deemed appropriate, while simultaneously following the Reasonable and Prudent Parent Standard. Prudent parenting may include, but is not limited to, provision of education regarding social media safety and responsibility, staff supervision of electronic device use and rules of possession regarding electronic devices for both staff and child, youth or NMD. The right to use or possess personal electronic devices may be temporarily revoked on a case by case basis in order to ensure the safety and well-being of the child, youth or NMD, in accordance with Title 22, Division 6, Chapter 7.5, Section 87072.1(e)(3). If the CFT deems it inappropriate for the child, youth or NMD to use or possess personal electronic devices, their reasons shall be documented in the NSP.

17.5.1.1 The CONTRACTOR should have a protocol or plan in place for circumstances when a child, youth or NMD is uncooperative and refuses to turn over the electronic device.

17.5.1.2 If an incident escalates as a result of the continued use of the electronic device, placing the child, youth, NMD or others in the facility at imminent safety risk, the CONTRACTOR shall follow their emergency intervention plan and their Law Enforcement contact procedures, in accordance with Title 22, Division 6, Chapter 7.5, Sections 87095.22 (f)(5).and 87065(l)(1)(d).

17.5.2 Cell Phones

The CONTRACTOR is not required to pay for the child, youth or NMD's cell phone service, and may impose reasonable time limits and other rules for cell phone use. The CONTRACTOR may not, however, prohibit a child, youth or NMD from possessing or using cell phones unless prohibited by the COUNTY Worker in collaboration with the CFT and as documented in the child, youth or NMD's NSP. The CONTRACTOR shall document in the NSP any restrictions that would create a serious risk of harm to the child, youth or NMD and other persons. CONTRACTOR may and should apply the Reasonable and Prudent Parent Standard to cell phone access and usage.

17.5.3 Access to Computers (desktop or laptop)

It is the right of each youth to have access to education and social resources in accordance with Title 22, Division 6, Chapter 7.5, Section 87079(f)(4). CONTRACTOR must have a working computer with internet access on-site. In accordance with the Reasonable and Prudent Parent Standard, all youth must have access to the on-site computer within reasonable timeframes, and the CONTRACTOR shall reasonably monitor the internet activity of all youth. All internet settings must have appropriate parental controls and filters.

17.6 Linens, Hygiene, and Personal Care Items

17.6.1 Linens

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

17.6.2 Hygiene and Personal Care Items

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

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

17.6.2.1 CONTRACTOR shall ensure that personal care and hygiene items and appropriate grooming, including hair care, shall be provided and individualized according to the child, youth or NMD's culture, sex, sexual orientation, gender identity and expression, and ethnicity. CONTRACTOR shall satisfy this requirement in accordance with Section 17.6.2 of this SOW, which may include taking child, youth or NMD to the salon, barber, purchasing special hair care products, etc.

17.6.3 Life Book/Photo Album

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

17.7 Transportation Services

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

CONTRACTOR shall provide or arrange transportation for children, youth and NMDs to participate in activities as agreed with the COUNTY in collaboration with the CFT and as identified in the NSP. These activities may include school, school-based sports, college tours, financial aid workshops, PSAT, SAT or ACT exams, band, performing arts, clubs, ILP activities, teen clubs, place of child, youth or NMD's employment, adoption-related events, visits with the family and relatives and prospective adoptive families, job training, cultural, extra-curricular and recreational activities, therapy, medical and dental appointments including sexual and reproductive health care and education, religious service of the child, youth or NMD's preference or family's preference, sibling visits, etc. This can include teaching the child, youth or NMD to take public transportation, and arranging transportation with other care providers or outreach advisors, ILP coordinators, COUNTY Workers, etc.

CONTRACTOR shall additionally provide transportation, to include transportation costs when applicable, as indicated in Exhibit A-13, CONTRACTOR's Plan of Operation and Program Statement and in accordance with Title 22, Division 6, Chapter 7.5, Section 87074.

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

17.7.2 When transporting youth and NMDs for sexual or reproductive health care and education in accordance with Section 15.4.2.1 of this SOW, CONTRACTOR shall respect the youth and NMD's right to not disclose specifics regarding the appointments and their right to receive sexual and reproductive health services in a timely manner, from the provider of their choice, if payment is authorized under Medi-Cal or otherwise available at no cost to the youth, NMD, the CONTRACTOR or the COUNTY.

17.7.3 Requirements for Vehicles Used to Transport Children, Youth and NMDs

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

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

17.8 Children's Crisis Residential Program

The Children's Crisis Residential Program (CCRP) is an optional component of the STRTP who holds a Children's Crisis Residential Mental Health Program approval pursuant to WIC Section 11462.011 (see Exhibit A-1), to serve children, youth or NMDs experiencing mental health crises as an alternative to psychiatric hospitalization. The CCRP must operate in accordance with Title 22, Division 6, Chapter 7.5, Subchapter 3 and as governed by the provisions in the Department of Health Care Services Children's Crisis Residential Mental Health Program Interim Regulations (see Exhibit A-1, Reference Links), and the guidelines of this SOW, as applicable.

18.0 PLACEMENT PROCESS (INTAKE AND DISCHARGE)

CONTRACTOR shall comply with the intake and discharge requirements of Title 22, Division 6, Chapter 7.5, Section 87068.05, 87068.1, 87068.11, 87068.4, and WIC 4096.

- 18.1 CONTRACTOR shall ensure to complete the following screenings, assessments, and service plans as required and applicable at the time of intake or admission:
- Admission screening within two (2) calendar days of referral (see Section 18.4 of this SOW and Title 22, Division 6, Chapter 7.5, Section 87068.05)
 - Written Determination (attestation) for STRTP Level of Care within 72 hours of emergency placement (see Section 18.7.6 of this SOW, Title 22, Division 6, Chapter 7.5, Sections 87068.1 & 87068.11, and WIC 11462.01(h)(3))
 - Initial Crisis Management Assessment prior to or soon after intake (see Section 18.9 of this SOW and Title 22, Division 6, Chapter 7.5, Section 87068.1)
 - Mental Health Assessment within five (5) calendar days of placement (see Exhibit A-1, Reference Links - DHCS Interim STRTP Regulations, Section 8)
 - Individualized runaway plan for chronic runaways and CSEC within thirty (30) calendar days of placement (see Section 18.10 of this SOW and Title 22, Division 6, Chapter 7.5, Section 87095.24(e)(1))
 - Child and Adolescent Needs and Strengths (CANS) Tool soon after intake in order to complete the NSP within 30 days (see Section 18.11 of this SOW and Title 22, Division 6, Chapter 7.5, Section 87078.2(a)(5))
 - Client Plan/Treatment Plan within ten (10) calendar days of placement (see Exhibit A-1, Reference Links - DHCS Interim STRTP Regulations, Section 10)
 - NSP within 30 calendar days of placement (see Section 18.7.6.2 and 19.0 of this SOW and Title 22, Division 6, Chapter 7.5, Sections 87068.2 & 87068.22)
 - Medical assessment within the timelines listed in DCFS Policy 0600-500.00 (see Section 15.4.1.2.1 of this SOW and Title 22, Division 6, Chapter 7.5, Section 87068.11(e))
- 18.2 Whenever possible the CONTRACTOR shall participate in the CFT meeting for the initial and any subsequent placement transition to help determine the most appropriate placement for the child, youth or NMD.
- 18.3 CONTRACTOR shall ensure non-discrimination on the basis of actual or perceived race, ethnic group identification, ancestry, national origin, tribal affiliation, color, religion, sex, sexual orientation, gender identity, mental or physical disability, or HIV status.
- 18.4 All initial and subsequent STRTP placement decisions will be made through the CFT, QI, and IPC processes, and the Placement Support Division (PSD) with the approval of the court, in accordance with ACIN I-73-21, STRTPs Placement Criteria, IPCs, Second Level Review for Ongoing Placements into Group Homes and STRTPs and DCFS Policy

No. 0100-510.55 (see Exhibit A-1, Reference Links). Whenever possible the CONTRACTOR shall actively participate in the IPC process to ensure the child, youth or NMD is properly matched with the STRTP program.

18.4.1 All initial and subsequent referrals will be coordinated by the DCFS PSD to ensure placements are properly matched with the STRTP providers.

18.4.2 CONTRACTOR shall have the capacity to function as the less restrictive placement option than inpatient hospitalization or a Community Treatment Facility. CONTRACTOR shall collaborate with the COUNTY to enhance placement capacity by being responsive, and accepting referred children, youth and NMDs for placement who meet the criteria of the CONTRACTOR's Program Statement. CONTRACTOR must consider all the information provided by the placing agency, the CFT, QI assessment report, and the IPC to determine if the STRTP can meet the referred child, youth or NMD's needs. CONTRACTOR must additionally consider the compatibility of the needs of any other children, youth and NMDs already living in the STRTP to ensure there would be no threat to the health and safety of, or interfere with the effectiveness of the core services provided to, the referred child, youth or NMD or the other children, youth and NMDs residing there. CONTRACTOR shall respond to all referrals by using the IPC Referral Acknowledgment Form within two (2) calendar days of referral. If a pre-placement interview is deemed necessary, it must be conducted within the same two (2) calendar days of being notified of the referral by the COUNTY. The CONTRACTOR shall notify the COUNTY Worker, PSD, the assigned OHCMD QAS TAS, PCW, and IPC if the CONTRACTOR will accept the child, youth or NMD, by using the IPC Referral Acknowledgment Form and send via email within two (2) calendar days of referral to the following email addresses:

PSD: EXD-DCFS_APT@dcfs.lacounty.gov

QA TAS: OHCMDQAS2@dcfs.lacounty.gov

PCW: RBS@probation.lacounty.gov and

placementexitnotification@probation.lacounty.gov

DMH IPC: IPC@dmh.lacounty.gov

18.4.2.1 If the CONTRACTOR determines the child, youth or NMD referred is appropriate for placement, the CONTRACTOR shall admit the child, youth or NMD for placement within two (2) days from acceptance. If circumstances do not allow for the child, youth or NMD's admittance within two (2) days, CONTRACTOR shall notify the assigned COUNTY Worker, PSD, IPC, and the PAS Supervisor, and document the reason for delay

in the child, youth or NMD's case record, and admit the child, youth or NMD as soon as circumstances allow.

- 18.4.3 If the CONTRACTOR determines that a referred child, youth or NMD does not meet their criteria, the STRTP is unable to meet the needs of the referred child, youth or NMD, the referred child, youth or NMD is not compatible with the current population, or if the CONTRACTOR determines the referred child, youth or NMD will pose a threat to the health or safety of, or interfere with the effectiveness of the core services provided to, that child, youth or NMD or the other children, youth or NMDs residing there, the CONTRACTOR shall notify the COUNTY Worker, PSD, the assigned OHCMD QAS TAS, PCW, and IPC by completing the IPC Referral Acknowledgment Form, which shall include the reason(s) for the denial with the appropriate justification(s), as indicated in Title 22, Division 6, Chapter 7.5, Section 87068.05, and send via email within two (2) calendar days of referral. The CONTRACTOR shall document their assessment and determination in their files.
- 18.4.4 If the CONTRACTOR is unable to meet the diverse needs of children, youth and NMDs requiring the STRTP level of care, despite active efforts of the CFT, pre-denial conference, or an IPC to address barriers to placement, the COUNTY may engage with the CONTRACTOR to determine whether the CONTRACTOR has demonstrated sufficient responsiveness, capacity, and experience to satisfactorily meet the County's needs.
- 18.4.4.1 The COUNTY's pre-denial conference will still take place during the initial stages of the intake process and shall be coordinated by the OHCMD QAS. CONTRACTOR shall continue to participate in the pre-denial conference process, as requested by the COUNTY.
- 18.4.5 CONTRACTOR shall comply with all COUNTY intake protocols. Failure to adhere to the intake protocols may result in further action as described in Exhibit N, Contract Investigation/Monitoring/Audit Remedies and Procedures.
- 18.5 CONTRACTOR may place DCFS, PCW, and dual jurisdiction children, youth and NMDs (WIC 300 and 601 or 602 status), in the same STRTP facility once the assigned COUNTY Worker(s) from both Departments, in collaboration with the CONTRACTOR, has determined the identified STRTP facility can meet the specific needs of the child, youth or NMD and there is a commonality of needs with the other placed children, youth and NMDs in accordance with WIC 16514(c) and ACIN No. I-75-16, Placements of Dependents and Wards (see Exhibit A-1, Reference Links).

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

18.6 Intake Processing (Non-Emergency Placements)

Non-emergency placements are placements that are linked to a QI assessment and an IPC Authorization Form. CONTRACTOR shall provide intake services from 8 a.m. to 8 p.m. daily and in accordance to Title 22, Division 6, Chapter 7.5, Section 87068.1.

18.6.1 Placement change decisions shall be made in accordance with AB 1061, AB 2247 and Section 18.18 of this SOW.

18.7 Emergency Placements

Emergency placement services is an optional component of the STRTP. An emergency placement may occur when a child, youth or NMD is believed to meet STRTP criteria and requires placement prior to the QI assessment and determination by the IPC in accordance with WIC Section 11462.01(h)(3); 4096; and Title 22, Division 6, Chapter 7.5, Sections 87068.1(e); 87068.11(h); ; ACL 21-113 Assessment by QI for STRTP, and DCFS Policy No. 0600-515.11 and DCFS Policy No. 0100-510.55 (see Exhibit A-1, Reference Links). An emergency placement must be necessary to address the immediate and acute needs of the child, youth or NMD, and delaying the placement, pending the QI and IPC determination, would be contrary to the well-being of the child for reasons including, but not limited to, instances when the child would otherwise remain in a more restrictive setting or lack appropriate care or services.

If the QI determines that the child, youth or NMD's needs cannot be met in a family-based setting and that the placement in an STRTP is appropriate, the placement is no longer considered an emergency placement.

An emergency placement may occur, for example, when a child, youth or NMD is discharged from a hospital or juvenile detention center, is at the Regional Office or Temporary Shelter Care Facility (TSCF), needs immediate removal from an STRTP or other placement, or any other similar circumstances when an immediate STRTP level placement is required to ensure the safety and wellbeing of the child, youth or NMD.

In some instances, the QI, IPC or STRTP may determine that continued placement in the STRTP is not appropriate or the court disapproves the STRTP placement. If this occurs, the CONTRACTOR shall collaborate with the CFT, and PSD, and incorporate the QI recommendations to transition the child, youth or NMD to an alternative, suitable placement within 30 days. For discharge from emergency placements, CONTRACTOR shall follow discharge procedures as indicated in Section 18.16 of this SOW.

If CONTRACTOR accepts emergency placements, CONTRACTOR shall comply with Title 22, Division 6, Chapter 7.5, Sections 87068.1(e), 87068.11(h), and the following:

18.7.1 CONTRACTOR shall not accept children ages 12 and under as an emergency placement. For children ages 12 and under, a QI assessment must be completed prior to placement in an STRTP.

18.7.2 Emergency placement intake processing may occur during the provider's regular intake hours, 8 am to 8 pm, Monday through Friday, and must be completed within seven (7) calendar days.

18.7.2.1 CONTRACTOR shall not require a Pre-Placement Interview with the child, youth or NMD prior to accepting an emergency placement.

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

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

18.7.3.2 CONTRACTOR shall ensure a NSP is completed within thirty (30) days of placement or re-placement. The recommendations made by the QI and CFT shall be incorporated in the NSP .

18.8 Qualified Individual Assessment and Placement Approval

A designated QI shall conduct and complete an assessment, prior to the initial placement and any subsequent placements, whenever possible, and no later than 30 days after the date of placement, to determine that the child, youth, or NMD's needs cannot be met in a less restrictive, family based setting because of their serious emotional or behavioral disorders or disturbances in accordance with ACIN I-73-21, ACL 21-113, Title 22, Division 6, Chapter 7.5, Section 87001(q), and the WIC Section 16501 (see Exhibit A-1, Reference Links).

Within 60 days of placement, the court must consider the assessment to determine if the placement in the STRTP facility is necessary and approve the placement in accordance with ACL 21-114 (see Exhibit A-1, Reference Links). To ensure this requirement is met, the STRTP Placement Review court hearing will be held within 45 days of placement.

The QI assessment and the court approval apply to all new STRTP placements and replacements. A placement that occurs after a runaway

episode that exceeds fourteen (14) consecutive days is considered a new placement and will require a new QI assessment and court approval. For the purpose of the QI and court process, a replacement is considered any placement change from one licensed facility to another licensed facility. A QI assessment and court approval is not required when moving a child, youth or NMD within the same licensed facility such as movement between rooms or structures.

Court oversight and reporting will increase if it is determined that the child, youth or NMD requires continued placement in the STRTP beyond 6 months for children ages 12 and under or beyond 12 months for youth or NMDs ages 13 and older.

Evidence must be submitted by the COUNTY Worker at each Status Review and Permanency court hearings that the placement continues to be necessary and is meeting the child, youth, and NMD's needs. Federal reimbursement for a child, youth or NMD who no longer needs the level of care provided in their current STRTP placement and is ready for reunification or another family-based setting can be claimed for only 30 days after that determination is made.

18.8.1 The CONTRACTOR and the CFT shall collaborate with the QI to inform the completion of the QI assessment.

18.8.2 The CONTRACTOR shall retain a copy of the QI assessment in the child, youth and NMD's records file.

18.8.3 The CONTRACTOR shall collaborate with the COUNTY Worker and the court as needed to obtain approval of the placement within 60 days.

18.8.4 The CONTRACTOR shall collaborate with the COUNTY Worker to provide the court evidence as needed for continued placement. If continued placement is no longer necessary at this level, the CONTRACTOR shall collaborate with the COUNTY Worker in transitioning the child, youth or NMD to a lower level of care within 30 days.

18.9 **Initial Crisis Management Assessment**

CONTRACTOR shall conduct an assessment on each child, youth and NMD before or as soon as possible after placement in accordance with Title 22, Division 6, Chapter 7.5, Section 87068.1(d), including: 1) a child, youth or NMDs' advance directive regarding de-escalation or the use of seclusion or behavioral restraints; 2) identification of early warning signs, triggers, and precipitants that cause the child, youth or NMD to escalate or become aggressive; 3) identification of techniques, methods or tools that would help the child, youth or NMD control their behavior; 4) identification of pre-existing medical conditions, physical disabilities, or limitations that would place the

child, youth of NMD at greater risk during a restraint or seclusion; and 5) identification of any trauma history, including any history of sexual or physical abuse that the child, youth or NMD feels is relevant.

18.10 Individualized Runaway Plan

At the time of admission, or at any time during the child, youth, or NMD's placement at the facility, if it is determined that the child, youth or NMD has a history of running away from placement or is identified as a commercially sexually exploited child, youth or NMD, the CONTRACTOR's social worker and the child, youth or NMD's authorized representative shall develop an individualized runaway plan for that specific child, youth or NMD, and the plan shall be documented in the child, youth, and NMD's NSP in accordance with Title 22, Division 6, Chapter 7.5, Section 87095.24(e)(1).

18.11 Integrated Practice Child and Adolescent Needs and Strengths (IP-CANS) Tool

The CONTRACTOR's Treatment Team shall participate in the completion of the initial IP-CANS assessment which is required to be updated every every six (6) months or more frequently as needed within the CFT process in accordance with Title 22, Chapter 7.5, Section 87078.2 and ACL 18-81 Requirements and Guidelines for Implementing CANS Assessment Tool Within a CFT (see Exhibit A-1, Reference Links).

The IP-CANS Tool is a key component of the QI assessment pursuant to WIC Section 4096(g)(3)(B); supports engagement with children, youth, NMDs, and families; provides a structured evidence-based assessment tool relevant to service planning, care coordination, collaborative decision-making; and monitors progress and outcomes for the individual child, youth or NMD, family and for the system of care.

18.11.1 In accordance with WIC Section 4096(g)(3)(A) and (B), the QI is required to engage with the CFT including the Indian child's tribe in the case of an Indian child, youth or NMD. If the IP-CANS assessment tool has already been completed, as part of the CFT process within the last two months, the QI may either utilize or update those results at the discretion of the QI.

COUNTY, DMH, and the CONTRACTORS are jointly responsible for completion of the CANS and thus are expected to share completed CANS assessment information to avoid unnecessary duplication and over-assessment of children, youth, and NMDs.

18.12 Health and Education Passport (HEP) or Equivalent

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

not provided at the time of placement, the CONTRACTOR shall follow the same procedure as for DCFS, but the CONTRACTOR shall notify the PAS OD.

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

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

18.13 Orientation of New Children, Youth and NMDs

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

- a) Personal rights information in accordance with the Foster Youth Bill of Rights, and WIC Section 16001.9 (see Exhibit A-1, Reference Links).
- b) For youth and NMDs in the 8th grade or above, CONTRACTOR shall provide access to existing information regarding the available educational options, including, but not limited to, the coursework necessary for vocational and postsecondary educational programs, and relevant information regarding financial aid for postsecondary education.
- c) Overview of: 1) opportunities for achievement; 2) career and vocational and job training; 3) life-skills training; 4) recreation; 5) religious, spiritual, or ethical development in the child, youth or NMD's faith or the faith of their parents' choice; 6) identification of child, youth or NMD's STRTP social worker; 7) child, youth or NMD's clothing and weekly allowances; 8) program rules including disciplinary practices and grievance and complaint procedures; 9) school attendance requirements including school dress code and academic expectations; and 10) discharge procedures.

18.13.1 CONTRACTOR shall also provide to, and discuss with, each new child, youth and NMD in an age-appropriate manner, the children, youth and NMDs' personal rights and vocational and postsecondary educational program information, as indicated in this SOW Section 18.13 (a) through (b), again in six (6) months from placement and every six (6) months thereafter to ensure understanding. CONTRACTOR shall have the child, youth or

NMD or the child, youth or NMD's authorized representative sign an acknowledgement after completion of each review. CONTRACTOR shall retain copies of the acknowledgement in the child, youth or NMD's records file, which shall be made available to COUNTY upon request.

18.13.2 CONTRACTOR shall provide to, and discuss with each child, youth and NMD and their authorized representative the CONTRACTOR's runaway plan.

18.13.2.1 If, during the discussion, it is determined that the child, youth or NMD has a history of running away from placement or is identified as a victim of Commercial Sexual Exploitation, then the CONTRACTOR's social worker and the child, youth or NMD's authorized representative must develop an individualized plan for that particular child, youth or NMD, taking into consideration the recommendation from the CFT in accordance with Title 22, Division 6, Chapter 7.5, Section 87095.24(e)(1).

18.13.3 CONTRACTOR must clearly articulate its personal electronics policy to newly placed youth during the orientation process. The policy shall be reviewed and signed by the youth and parent or legal guardian, if involved in the case plan, and a copy shall be provided to them. The policy shall address how the CONTRACTOR applies the Reasonable and Prudent Parent Standard, which may include viewing texts and pictures. Furthermore, youth shall be notified that their conduct may impact their right to use or possess personal electronic devices and that right may be revoked on a case-by-case basis.

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

18.14 **Declaration in Support of Access to Juvenile Records Form**
CONTRACTOR shall complete and submit the Exhibit A-25, LASC JUV010, Declaration In Support of Access to Juvenile Records Form, in order for the COUNTY Worker to release any juvenile records. CONTRACTOR will ensure that only persons permitted by law have access to records.

18.15 Readmission of a Child, Youth or NMD after Discharge from a Medical or Psychiatric Hospitalization

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

18.15.1 CONTRACTOR shall participate in CFT meetings for children, youth and NMDs in a psychiatric hospital when requested by COUNTY.

18.15.2 CONTRACTOR shall collaborate with the COUNTY Worker to discuss if a bed hold is necessary to determine if the child, youth or NMD should return to the facility. The bed hold shall not exceed seven (7) days as defined in DCFS Policy No. 0100-570.11 (see Exhibit A-1 Reference Link).

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

If the CONTRACTOR determines the continued placement in the STRTP is no longer appropriate, the CONTRACTOR shall provide the DCFS Regional Administrator, PCW Director, the child, youth or NMD's COUNTY Worker, the COUNTY Worker's Supervisor, and PSD a Notice of Intent to Discharge.

If CONTRACTOR's reasonable efforts to stabilize the child, youth or NMD's placement are not effective, then the CONTRACTOR may proceed with providing a 14-day advance notice of placement change to the COUNTY, and the child, youth or NMD (only if the child is 10 years or older) and the child's attorney (if the child is under age 10), at least fourteen (14) calendar days prior to discharge unless it is agreed upon at the CFT meeting that less notice is necessary due to an immediate threat to the health and safety of the child, youth or NMD or others in accordance with the DCFS Policy 0100-502.52 (see Exhibit A-1, Reference Links). This requirement does not apply to Emergency Replacements as indicated in Section 18.7 of this SOW, or for planned placement changes as informed by the child, youth or NMD's CFT and as described in the child, youth or NMD's NSP. This requirement may also be waived by unanimous agreement (full agreement by everyone involved) by the child, youth or NMD's CFT and the child, youth or NMD (if 10 years or older); or the child, youth or NMD's CFT and the child's attorney (if the child is under age 10).

Upon receipt of the 14-day advance notice or at the time of emergency replacement, the COUNTY Worker shall submit a QI referral and the QI shall conduct an assessment to determine the child, youth or NMD's current needs and services.

- 18.16.1 The COUNTY and the CONTRACTOR mutually agree that the lack of stability in placement is harmful to children, youth and NMDs and that the goal of this section is to maximize communication to lead to increased stability for children, youth and NMDs. All reasonable efforts shall be made to stabilize a child, youth or NMD's placement and to determine through the CFT process whether any additional services may be provided to the child, youth or NMD without resorting to replacement.
- 18.16.2 The discharge notice shall include the issues potentially affecting the stability of a child, youth or NMD's continued placement in the CONTRACTOR's Program, and document efforts to stabilize the placement, including police calls and mental health services. The Notice of Intent to Discharge may be provided by email. COUNTY and CONTRACTOR shall then convene a CFT meeting to determine whether the child, youth or NMD's placement may be stabilized and additional services may be provided without removing the child, youth or NMD from the CONTRACTOR's Program. The COUNTY and the CONTRACTOR shall develop a placement preservation strategy and incorporate the CFT recommendations into a placement plan, in accordance with Title 22, Division 6, Chapter 7.5, Section 87068.4, WIC 16010.7 and ACL 19-26, Placement Change Requirements (see Exhibit A-1, Reference Links). The placement plan shall include consideration of a move within the CONTRACTOR's placement facilities, if available, prior to making a placement change.
- 18.16.3 Placement changes must not be made between the hours of 9:00 pm and 7:00 am, unless mutual agreement is reached at minimum by the CONTRACTOR, the child, youth or NMD's representative, the prospective caregiver, the child, youth or NMD's social worker, and the child, youth or NMD (only if the child is 10 years or older) or the child, youth or NMD's attorney (if the child is under age 10) in accordance with Title 22, Division 6, Chapter 7.5, Section 87068.4 and WIC 16010.7 (see Exhibit A-1, Reference Links). This requirement does not apply to Emergency Replacements as indicated below in Section 18.17.5 or for planned placement changes as informed by the child, youth or NMD's CFT and as described in the child, youth or NMD's NSP.
- 18.16.4 CONTRACTOR shall collaborate with the CFT to develop a transfer plan for the child, youth or NMD and to incorporate the QI recommendations. CONTRACTOR shall not transfer a child,

youth or NMD unless prior written approval of the transfer has been obtained from the CFT, in accordance with Title 22, Division 6, Chapter 7.5, Section 87068.4.

18.16.5 Procedure for Emergency Replacement

In the event of an emergency, the CONTRACTOR may move a child, youth or NMD without prior authorization from the COUNTY Worker and conduct a CFT no later than 72 hours. CONTRACTOR shall make every effort to keep the child, youth or NMD in the same school, if in the best interest of the child, youth or NMD as determined by the child or youth's education rights holder or the NMD. For the purposes of this paragraph, an emergency is defined as any situation that threatens the health and safety of a child, youth, NMD or others in the STRTP.

18.16.5.1 The CONTRACTOR shall notify either the COUNTY Worker, the COUNTY Worker's supervisor, or the COUNTY Worker's Administrator. For DCFS, if working hours, contact the Child Protection Hotline (800-540-4000). For PCW, in addition to contacting the COUNTY Worker the CONTRACTOR shall also contact the PCW Director as instructed in Exhibit A-5, SIR Guide and send the notification to the PAS Exit notification e-mail, as soon as possible, but no later than 24 hours after the child, youth or NMD is moved.

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

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

18.17 Collection and Storage of Personal Belongings at Termination of Placement

When a child, youth or NMD is discharged, the CONTRACTOR shall ensure that the child, youth or NMD's clothing and personal belongings accompany the child, youth or NMD to the next placement. If the child, youth or NMD runs away, the CONTRACTOR shall gather and secure the child, youth or NMD's belongings. Once the CONTRACTOR has determined that the child, youth or NMD is not returning to placement, the CONTRACTOR shall inform the COUNTY Worker, no later than seven (7) days after the child, youth or NMD runs away, that the belongings are at the STRTP site. If the COUNTY Worker does not pick-up the belongings, the CONTRACTOR shall store them for up to ten (10) calendar days from the date of notification. After ten (10) days, the CONTRACTOR shall contact and inform the COUNTY Worker

that the belongings will be mailed to the COUNTY Worker or their supervisor at COUNTY's expense unless an alternate plan is agreed upon.

18.17.1 For the PCW youth, CONTRACTOR shall hold clothing and personal belongings for up to thirty (30) days and make diligent efforts to contact the parent or guardian to pick them up.

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

18.18 Discharge Summary

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

19.0 NEEDS AND SERVICES PLAN (NSP)

CONTRACTOR shall comply with Title 22, Division 6, Chapter 7.5, Sections 87022.1(b)(3), 87061(j)(4), 87065.2(c), 87068.1(c)(2), 87068.2, 87068.22, and 87068.3 when developing the child, youth or NMDs' NSP.

19.1 The Exhibit A-28, DCFS 709 form, Foster Child Needs and Case Plan Summary and the Exhibit A-29, PCW 1385 form, Foster Care Case Plan, are to be used in the development of the NSP, but they are not to serve as the plan itself.

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

19.2 The CONTRACTOR's social worker shall develop a comprehensive, individualized NSP, based upon the information provided by the COUNTY Worker, QI, CFT, and the CONTRACTOR's initial assessment and collect all required signatures by the 30th day of placement. The CONTRACTOR shall ensure service goals identified in the CFT safety plan are promptly incorporated in the NSP and implemented according to the CFT safety plan timeframes to ensure CONTRACTOR is meeting the child, youth or NMD's needs.

- 19.3 All required signatures, which shall at minimum include, the CONTRACTOR's Mental Health Administrator, the child, youth or NMD (when age and developmentally appropriate) and the child, youth or NMD's assigned COUNTY Worker shall be obtained for all initial NSPs. The CONTRACTOR shall make at least two attempts to contact the COUNTY Worker to obtain the required signatures on the NSP. If after the first attempt the CONTRACTOR is not able to obtain the required signatures, the CONTRACTOR shall email the designated Regional Office NSP in-box or contact the PCW RBS Supervisor or Director for assistance. In the event the CONTRACTOR is unable to meet this requirement, the CONTRACTOR shall provide documentation of all efforts and reasons for their inability to meet this requirement and attach to the NSP and maintain in the child, youth or NMD's case file. Efforts should include telephone calls and email correspondence and documentation should include date, time, and method of contact. This procedure shall only be followed until the NSP electronic system is in place.
- 19.4 The initial NSP with all required signatures shall be submitted by the CONTRACTOR's staff to the COUNTY Worker within five (5) days.
- 19.5 The NSP shall be updated and modified every thirty (30) days thereafter. The updated and modified NSP with all required signatures shall be submitted by the CONTRACTOR's staff to the COUNTY Worker within five (5) days.
- 19.6 Updates and modifications to the NSP shall address: 1) the child, youth or NMD's need for continuing services; 2) the need for (any) modification in services; and 3) the recommendation(s) of the QI and CFT regarding the feasibility of the child, youth or NMD's return to their home, placement in a resource family home, placement in another facility, or move to independent living. The CONTRACTOR shall also ensure service goals identified in the CFT safety plan(s) are promptly incorporated in the NSP and implemented according to the CFT safety plan(s) timeframes to ensure CONTRACTOR is meeting the child, youth or NMD's needs.
- 19.7 All required signatures, which shall at minimum include, the CONTRACTOR's Mental Health Administrator, the child, youth or NMD (when age and developmentally appropriate) and the child, youth or NMD's assigned County Worker shall be obtained for all updated and modified NSPs. In the event the CONTRACTOR is unable to meet this requirement, the CONTRACTOR shall provide documentation of all efforts and reasons for their inability to meet this requirement and attach to the NSP and maintain in the child, youth or NMD's case file. Efforts should include telephone calls and email correspondence and documentation should include date, time, and method of contact.
- 19.8 A child, youth or NMD (if age appropriate) and the COUNTY Worker shall receive copies of the approved NSP and any modifications thereto.

19.9 STRTP Treatment Team

CONTRACTOR shall provide a professional on-site treatment team. The treatment team shall be led by the CONTRACTOR's social worker or mental health professional in charge of developing NSPs. It shall also include the facility managers, and the childcare and supervision staff. In consultation with the CFT, the treatment team will define how every adult, in contact with a child, youth or NMD, will intervene to help the child, youth or NMD overcome the problems and achieve the goals specified in the NSP. The purpose of the treatment team is to coordinate this plan so that each adult, in contact with the child, youth or NMD fully understands the plan, their part in it, and the nature of their intervention with the child, youth or NMD.

20.0 VISITATION PLAN

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

- a) the DCFS Policy No. 0400-504.00 (see Exhibit A-1, Reference Links);
 - b) the Juvenile Court Visitation Committee's Family Visitation Guidelines (see Exhibit A-1, Reference Links); and
 - c) the Title 22, Division 6, Chapter 7.5, Sections 87022.1(b)(13)(C), 87068.2(b)(6), 87072(d)(5), and 87087.3(a)(1).
- 20.1 CONTRACTOR shall at minimum follow the visitation frequency described in the following chart pertaining to face-to-face visits unless the Court orders or CFT recommends otherwise:
- (a) For 0-6 months, families should visit at least three times a week for 30-60 minutes.
 - (b) For 6-12 months, families should visit at least three times a week for one hour.
 - (c) For 1-4 years, families should visit at least twice per week for 1 ½ hours.
 - (d) For 5-15 years, families should visit at least once per week for two or more hours.
 - (e) For 16-20 years, there is no recommendation except the child, youth, or NMD's desires should be strongly considered in creating a Family Visitation Plan.
- 20.2 CONTRACTOR shall maintain a daily log of all visitors that includes the following information: 1) the COUNTY Worker (except On-Site DPOs); 2) the person they are visiting; and 3) the arrival and departure times.

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

21.0 SAFETY

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

22.0 PERMANENCY

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

23.0 ACCESS TO EFFECTIVE AND CARING SERVICES FOR WELL-BEING

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

SHORT TERM RESIDENTIAL THERAPEUTIC PROGRAM (STRTP)	
SOW SECTION	REFERENCE LINKS
2.2 (a)	Title 22, Division 6, Chapter 1, Sections 80000-80095, <i>General Licensing Requirements</i> : http://www.cdss.ca.gov/inforesources/Letters-Regulations/Legislation-and-Regulations/Community-Care-Licensing-Regulations/Residential
2.2 (b-e)	Title 22, Division 6, Chapter 7.5, Sections 87000 through 87098.891, <i>Short Term Residential Therapeutic Program</i> (Including Subchapters 1, 2 & 3): http://www.cdss.ca.gov/inforesources/Continuum-of-Care-Reform/Short-Term-Residential-Therapeutic-Program
2.3	California Education Code (EDC), California Health and Safety Code (HSC), California Penal Code (PEN) and California Welfare and Institutions Code (WIC), are all available at: http://leginfo.legislature.ca.gov/faces/codes.xhtml
2.4.1	All County Letter (ACL) 19-27, Gender Affirming Care for Minor and Non-Minor Dependents in Foster Care: http://www.cdss.ca.gov/Portals/9/ACL/2019/19-27.pdf?ver=2019-05-09-101636-810
3.1 & 10.0	PEN, Section 11165.5, Child Abuse and Neglect: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=PEN&sectionNum=11165.5
5.1 & 18.7	WIC, Section 11462.01, STRTP Placement Criteria: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=11462.01.&lawCode=WIC
5.2	WIC, Section 17710(a), Children with Special Health Care Needs: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=17710.&lawCode=WIC

SHORT TERM RESIDENTIAL THERAPEUTIC PROGRAM (STRTP)	
SOW SECTION	REFERENCE LINKS
6.0	Pathways to Mental Health Service Core Practice Model Guide: https://www.cdss.ca.gov/inforesources/the-integrated-core-practice-model
6.0 & 14.1	Los Angeles County Core Practice Model (CPM): www.gettothecore.org
7.3 & 8.2	Megan's Law Website: http://meganslaw.ca.gov
7.4.2 & 18.12	Foster Youth Bill of Rights: https://fosteryouthhelp.ca.gov/foster-youth-rights/
7.4.2 & 15.4.4.2.1	PUB 490, Know Your Sexual and Reproductive Health Rights: http://www.cdss.ca.gov/Portals/9/FMUForms/M-P/PUB490.pdf?ver=2018-05-25-112132-840
7.4.2	PUB 488, Foster Youth Mental Health Bill of Rights: http://www.cdss.ca.gov/cdssweb/entres/forms/English/PUB488.pdf
7.4.2	PUB 379, Foster Care Ombudsman: http://www.cdss.ca.gov/cdssweb/entres/forms/English/pub379.pdf
7.4.2	LIC 610C, Emergency Disaster Plan For Children's Residential Facilities: http://www.cdss.ca.gov/cdssweb/entres/forms/English/LIC610C.PDF
7.4.2	HSC, 1512, General Provisions, Visiting Policy Notice: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=1512.&lawCode=HSC

SHORT TERM RESIDENTIAL THERAPEUTIC PROGRAM (STRTP)	
SOW SECTION	REFERENCE LINKS
8.1 & 8.3	HSC, Section 1522, Criminal Record Clearance: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=1522.&lawCode=HSC
9.3.1	Sexual and Reproductive Wellness in Foster Care training curriculum by the California Social Work Education Center: https://calswec.berkeley.edu/sexual-and-reproductive-wellness-foster-care-sb-89
9.3.2	Turning Dreams Into Degrees in LA County: A Training to Empower Los Angeles Caregivers to Support Foster Youth to Enroll & Succeed in College: https://www.jbaforyouth.org/la-caregiver-higher-ed-training/
9.4 & 17.2.1	PIN 23-11-CRP, Administration of Opioid antagonist naloxone Hydrochloride in Children’s Residential Homes and Facilities: https://www.cdss.ca.gov/Portals/9/CCLD/PINs/2023/CRP/PIN23-11-CRP.pdf
10.0 & 10.3.1	PEN, Section 11165.7, Child Abuse and Neglect Reporting Act: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=PEN&sectionNum=11165.7
10.3 & 10.3.2	PEN, Section 11166, Reasonable Suspicion: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=11166.&lawCode=PEN
10.3.3	Child Abuse Reporting Electronic System (CARES) Tutorial https://vimeo.com/494513169
10.3.3	CARES: https://reportchildabusela.org/

SHORT TERM RESIDENTIAL THERAPEUTIC PROGRAM (STRTP)	
SOW SECTION	REFERENCE LINKS
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	Foster Care Search System (FCSS): https://fcsslacounty.gov/Login.aspx
11.0	ACIN No. I-48-19, Updated Child Welfare Services Continuous Quality Improvement Guidelines: https://www.cdss.ca.gov/Portals/9/ACIN/2019/I-48_19.pdf?ver=2019-08-01-123353-200
11.2	ACIN No. I-28-18, Requirements for Trauma-Informed Core Services and Training for Short-Term Residential Therapeutic Programs (STRTPs) and Foster Family Agencies (FFAs): http://www.cdss.ca.gov/Portals/9/ACIN/2018/I-28_18.pdf?ver=2018-05-11-110112-093
12.2	Program Statement Submission System (ePSSS): https://myapps.dcfslacounty.gov/epsss.html
13.7	Provider Information Notice (PIN) No. 24-09-CRP, Video Cameras in Children’s Residential Congregate Care Facilities <u>PIN 24-09-CRP VIDEO CAMERAS IN CHILDREN’S RESIDENTIAL CONGREGATE CARE FACILITIES</u>
14.1.2	DCFS Policy No. 0070-548.01, Child and Family Teams: http://policy.dcfslacounty.gov/Default.htm#Child_and_Family_Teams.htm?Highlight=chi

SHORT TERM RESIDENTIAL THERAPEUTIC PROGRAM (STRTP)	
SOW SECTION	REFERENCE LINKS
14.2	WIC, Section 16501(a)(4), Child and Family Team: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=16501.&lawCode=WIC
14.2	ACL No. 16-84, Requirements And Guidelines For Creating And Providing A Child And Family Team: http://www.cdss.ca.gov/lettersnotices/EntRes/getinfo/acl/2016/16-84.pdf
15.1	Behavioral Health Information Notice 21-073, Criteria for Beneficiary Access to Specialty Mental Health Services: https://www.dhcs.ca.gov/Documents/BHIN-21-073-Criteria-for-Beneficiary-to-Specialty-MHS-Medical-Necessity-and-Other-Coverage-Req.pdf
15.1	All County Letter 24-35, Elimination of Required Mental Health Screening and Replacement with Required Referral to County Mental Health Plans: https://www.cdss.ca.gov/Portals/9/Additional-Resources/Letters-and-Notices/ACLs/2024/24-35.pdf?ver=2024-07-12-152014-273
15.1.1	ACL No. 24-43 and BHIN 24-025, Presumptive Transfer Related to Children and Youth in Foster Care Placed in Out-of-County Short-Term Facilities: https://www.cdss.ca.gov/Portals/9/Additional-Resources/Letters-and-Notices/ACLs/2024/24-43.pdf?ver=2024-07-05-165114-387
15.1.1	DCFS Policy No. 0600-505-21, Presumptive Transfer of the Responsibility for Specialty Mental Health Services (SMHS) When a Dependent Child/Youth Resides Out of County https://policy.dcfslacounty.gov/Policy?id=5886&searchText=presumptive
15.1.2.3	Psychotropic Medication Guidelines (JV-217-INFO): https://www.courts.ca.gov/documents/jv217info.pdf

SHORT TERM RESIDENTIAL THERAPEUTIC PROGRAM (STRTP)	
SOW SECTION	REFERENCE LINKS
15.1.2.3	WIC, Section 369.5, Psychotropic Medication Authorization: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=369.5.&lawCode=WIC
15.1.2.4	Application for Psychotropic Medication (Form JV-220): https://www.courts.ca.gov/documents/jv220.pdf
15.1.2.4.1	Order Delegating Judicial Authority Over Psychotropic Medication (Form JV-216): https://www.courts.ca.gov/documents/jv216.pdf
15.1.2.4.1	California Rules of Court, Rule 5.640(e): https://www.courts.ca.gov/cms/rules/index.cfm?title=five&linkid=rule5_640
15.1.2.4.1, 15.1.2.6 & 15.1.2.7	DCFS Policy No. 0600-514.10, Psychotropic Medication: Authorization, Review, and Monitoring for DCFS Supervised Children: https://policy.dcfslacounty.gov/Policy?id=5895&searchText=0600-514.10
15.1.2.5	Foster Youth Mental Health Bill of Rights, dated 2/2016: http://www.cdss.ca.gov/cdssweb/entres/forms/English/PUB488.pdf
15.1.2.7	Child’s Opinion about the Medicine (JV-218): https://www.courts.ca.gov/documents/jv218.pdf
15.1.2.7	Statement About Medicine Prescribed (JV-219): https://www.courts.ca.gov/documents/jv219.pdf
15.3.1	WIC, Section 16501.1(d)(4), and (g)(8)(B), Stable School Placements: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=WIC&sectionNum=16501.1 .

SHORT TERM RESIDENTIAL THERAPEUTIC PROGRAM (STRTP)	
SOW SECTION	REFERENCE LINKS
15.3.1	EDC, Section 48850(a) and (b), Stable School Placements: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=48850.&lawCode=EDC
15.3.2 & 15.3.3	EDC, Section 48853.5, School Enrollment: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=48853.5.&lawCode=EDC
15.3.4.3 & 15.3.8	ACL 18-104, Additional Case Plan Documentation for Postsecondary Education Support: http://www.cdss.ca.gov/Portals/9/ACL/2018/18-104.pdf?ver=2018-09-14-125746-300
15.3.5.2 & 15.3.8	ACIN I-15-19, Available Education-Related Resources: http://www.cdss.ca.gov/Portals/9/ACIN/2019/I-15_19.pdf?ver=2019-05-06-072250-567
15.3.5.2	California Foster Youth Education Resource Hub: http://www.cdss.ca.gov/inforesources/California-Foster-Youth-Education-Resource-Hub
15.3.6.2	Los Angeles County Office of Education (LACOE), Foster Youth Service Coordinating Program (FYSCP) Tutoring Program and other community-based tutoring resources: https://www.lacoe.edu/Student-Services/Homeless-Children-Youth/Foster-Youth/Tutoring
15.3.8.2	Foster Educational Planning Guide: https://www.jbaforyouth.org/fy-ed-planning-guide/
15.3.8.2	Free Financial Aid Guide for CA Foster Youth: https://www.jbaforyouth.org/ca-fy-financial-aid-guide/

SHORT TERM RESIDENTIAL THERAPEUTIC PROGRAM (STRTP)	
SOW SECTION	REFERENCE LINKS
15.3.8.2	California College Pathways: www.cacollegepathways.org
15.3.8.2	Web-Based Career Assessment Tools O*Net Online: https://www.onetonline.org/
15.3.8.2	Study.com: https://study.com/directory/category/index.html
15.3.8.2	California Community Colleges-My Path: https://www.cccmypath.org/uPortal/f/u2711s1000/normal/render.uP
15.3.8.2	My Next Move: https://www.mynextmove.org/
15.3.8.2	Wage Reality Testing Living Wage Calculator: http://livingwage.mit.edu/
15.3.8.2	Salary Surfer: https://salarysurfer.cccco.edu/SalarySurfer.aspx
15.4.1	Child Health Disability Prevention (CHDP) Program: http://www.lapublichealth.org/cms/CHDP.htm
15.4.1.1	DCFS Policy No. 0600-506.10, Child Health and Disability Prevention (CHDP) Program: https://policy.dcfslacounty.gov/Policy?id=5769&searchText=0600-506.10
15.4.1.1	Medical/Dental Exams Periodicity Schedule for Children: https://www.aap.org/en-us/Documents/periodicity_schedule.pdf

SHORT TERM RESIDENTIAL THERAPEUTIC PROGRAM (STRTP)	
SOW SECTION	REFERENCE LINKS
15.4.1.2	Los Angeles County Department of Public Health: http://publichealth.lacounty.gov/index.htm
15.4.2.3	Health Insurance Portability and Accountability Act: https://www.hhs.gov/hipaa/index.html
15.4.2.3	California Confidentiality of Medical Information Act: https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=56.10.&lawCode=CIV
15.4.2.3	ACL No. 16-82, Reproductive and Sexual Health Care and Related Rights for Youth and Non-Minor Dependents (NMDs) in Foster Care: http://www.cdss.ca.gov/lettersnotices/EntRes/getinfo/acl/2016/16-82.pdf
15.4.2.3	ACL No. 16-88, California’s Plan for the Prevention of Unintended Pregnancy for Youth and Non-Minor Dependents (NMDs) in Foster Care: http://www.cdss.ca.gov/lettersnotices/EntRes/getinfo/acl/2016/16-88.pdf
15.4.2.3	CDSS Resources for Caregivers, Mentors, Social Workers, and Probation Officers: http://www.cdss.ca.gov/inforesources/Foster-Care/Healthy-Sexual-Development-Project/Resources-for-Caregivers-SW-PO
15.4.3.3	Los Angeles County Department of Health Services contracted providers: http://dhs.lacounty.gov/wps/portal/dhs/locations/
15.4.4.2.1, 15.6.1.3 & 18.12(a)	WIC, Section 16001.9(a) Foster Care Placement: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=16001.9.&lawCode=WIC
15.4.4.4	California Product Stewardship Council – Do Not Rush to Flush: https://www.dontrushtoflush.org/

SHORT TERM RESIDENTIAL THERAPEUTIC PROGRAM (STRTP)	
SOW SECTION	REFERENCE LINKS
15.4.4.5	US Department of Justice, Drug Enforcement Administration, Diversion Control Division, Drug Disposal Information Website: https://apps.deadiversion.usdoj.gov/pubdispsearch/spring/main?execution=e1s1
15.3.9 15.4.5.& 18.11	WIC, Section 16010, Health and Education Records: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=16010.&lawCode=WIC
15.3.10	WIC, Section 362.05, Extracurricular, Enrichment, and Social Activities: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=362.05.&lawCode=WIC
15.3.10.8.2	Centers for Disease Control, Division of Nutrition, Physical Activity, Obesity: https://www.cdc.gov/nccdpnp/dnpao/
15.2.10.8.2	American Academy of Pediatrics: https://www.healthychildren.org/English/Pages/default.aspx
15.4.1.1.1	DCFS Policy 0600-500.00, Medical Hubs https://policy.dcfslacounty.gov/Policy?id=6012&searchText=0600-500.00
15.5.2	DCFS Policy 0080-505.10 Transitional Independent Living Planning https://policy.dcfslacounty.gov/Policy?id=5951&searchText=0080-505.10
15.5.9	America’s Jobs Centers of California (AJCC’s): https://workforce.lacounty.gov/youth-services-2/
15.5.9	Youth Source Centers (YSC): http://ewddlacity.com/index.php/employment-services/youth-age-16-24/youthsource-centers

SHORT TERM RESIDENTIAL THERAPEUTIC PROGRAM (STRTP)	
SOW SECTION	REFERENCE LINKS
15.5.11	Opportunity Youth Collaborative: http://www.laoyc.org/
15.5.11	Know Before You Go: http://knowb4ugo.org/
15.5.11	ILP Online: http://www.ilponline.org/
15.7	WIC, Section 224.1, General Provisions, ICWA: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=224.1.&lawCode=WIC
15.7	WIC, Section 361.7, Dependent Children-Judgments and Orders, ICWA: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=361.7.&lawCode=WIC
15.7 & 15.7.1	Federal Indian Child Welfare Act (ICWA): https://www.ecfr.gov/cgi-bin/text-idx?SID=5851874fabfe7843125fcdad04ef112d&mc=true&node=pt25.1.23&rgn=div5
15.7.2	National Indian Child Welfare Association: https://www.nicwa.org/icwa/
17.1.2	HSC, Section 1180-1180.6, Seclusion and Behavioral Restraints: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=1180.&lawCode=HSC
17.3.1.8 & 18.14.2	DCFS Policy No. 0100-570.11, Missing or Absent from Care Children/Nonminor Dependents: https://policy.dcfslacounty.gov/Policy?id=5926&searchText=0100-570.11

SHORT TERM RESIDENTIAL THERAPEUTIC PROGRAM (STRTP)	
SOW SECTION	REFERENCE LINKS
17.8	WIC, Section 11462.011, Children’s Crisis Residential Program: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=11462.011.&lawCode=WIC
17.8	Children’s Crisis Residential Mental Health Program Interim Standards: https://www.dhcs.ca.gov/services/MH/Documents/Information%20Notices/MHSUDS Information Notice 19-004 CCRP/CCRMHP Interim Standards.pdf
18.1	Department of Health Care Services (DHCS) Interim STRTP Regulations: https://www.dhcs.ca.gov/Documents/STRTP-Regulations-version-II.pdf
18.4	ACL No. 17-122, Short-Term Residential Therapeutic Programs (STRTPs) Placement Criteria, Interagency Placement Committees (IPCs), Second Level Review for Ongoing Placements into Group Homes and STRTPs: https://www.cdss.ca.gov/Portals/9/ACL/2017/17-122.pdf?ver=2018-01-10-151213-733
18.4 & 18.7	DCFS Policy No. 0100-510.55, Screening and Placement of Children, Youth, and Non-Minor Dependents (NMDs) in a Short-Term Residential Therapeutic Program (STRTP): https://policy.dcfslacounty.gov/Policy?id=5928&searchText=0100-510.55
18.5	WIC, Section 300, Dependent Child of the Court: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=300.&lawCode=WIC
18.5	WIC, Section 601, Minor Ward of the Court: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=601.&lawCode=WIC

SHORT TERM RESIDENTIAL THERAPEUTIC PROGRAM (STRTP)	
SOW SECTION	REFERENCE LINKS
18.5	WIC, Section 16514(c), Placements of Dependents and Wards: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=16514.&lawCode=WIC
18.5	ACIN No. I-75-16, Placements of Dependents and Wards: http://www.cdss.ca.gov/lettersnotices/EntRes/getinfo/acin/2016/I-75_16.pdf
18.10	ACL 18-81, Requirements and Guidelines for Implementing CANS Assessment Tool Within a CFT https://www.cdss.ca.gov/Portals/9/ACL/2018/18-81.pdf?ver=2018-07-02-142753-803
18.15 & 18.15.3	WIC, Section 16010.7, Placement Changes: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=16010.7.&lawCode=WIC
18.15	ACL No. 19-26, Placement Change Requirements: http://www.cdss.ca.gov/Portals/9/ACL/2019/19-26.pdf?ver=2019-05-13-154257-380
20.0 (a)	DCFS Policy No. 0400-504.00, Family Time: https://policy.dcfslacounty.gov/Policy?id=5821&searchText=0400-504.00
20.0 (b)	Juvenile Court Visitation Committee's Family Visitation Guidelines: http://www.courts.ca.gov/cms/rules/index.cfm?title=standards&linkid=standard5_20

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

**CRIMINAL RECORD EXEMPTION NOTIFICATION
INSTRUCTIONS**

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

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

CRIMINAL RECORD EXEMPTION NOTIFICATION

Contractor _____

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

1. Information Pertaining to Criminal Record Exemption Request:

Date of Exemption request: _____

Name of person requiring an Exemption:

Relationship: *(Select One)*

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

2. Information Pertaining to Criminal Record Exemption Obtained:

Date Exemption was obtained: _____

Name of person granted an Exemption:

Relationship: *(Select One)*

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

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

Date Exemption no longer needed: _____

FOR COUNTY USE ONLY

Exemption Notification received on _____ by QA Reviewer _____

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

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

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

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

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

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

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

Contractor: _____

Person for Whom Notification is Necessary: _____

1. Relationship: (Select One)

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

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

Name of Resource Parent: _____

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

- Arrest Conviction Probation Violation Parole Violation

3. Date Offense Occurred: _____

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

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

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

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

The Foster Care Placement Services provider shall maintain a copy of all reports as required in Sections 1 through 9 of this guide in the placed child, youth and/or Non-Minor Dependent's (NMD) file. The provider shall also summarize the information in the child, youth and/or NMD's monthly Needs and Services Plan reports to the Children's Social Worker (CSW)/Deputy Probation Officer (DPO). Children, youths and/or NMDs' files shall be retained at the facility for at least five years following the term of this Contract.

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

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

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

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

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

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

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

By clicking on the Psychiatric Hospitalization tab, a SIR will automatically be emailed to a DMH staff (STRTPs ONLY)	DMH	Within 24 hours
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The following incidents **must be reported as soon as possible, but no later than five hours of the incident** via telephone or e-mail to CSW/DPO and telephone to PPQA RPM OD; as well as, in writing via **iTrack** within 24 hours of incident:

- Self-Injurious Behavior
- Suicide Attempt

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

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

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

- Accident
- Emergency Room Visit
- Hospitalization (Medical)
- Injury
- Urgent Care Visit
- COVID-19

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

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

iTrack (e-mail only if iTrack is down)	OHCMD QAS and/or PPQA RPM	Within 24 hours
	CCLD	Within 24 hours

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

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

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

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

- Abduction
- Runaway

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

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

Runaway incidents must be reported as soon as a child, youth and/or NMD is absent without the permission and supervision of the caregiver, which threatens the physical

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

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

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

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

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

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

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

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

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

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

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

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

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

7. PLACEMENT DISRUPTION OR CHANGES – Incident that involves the request for a placed child, youth and/or NMD to be replaced.

Incident may include the following examples:

- 14-Day Notice
- Immediate Removal

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

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

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

- Earthquake Damage
- Epidemic
- Explosion
- Fire
- Flood
- Vehicle Accident/Damage Involving a Placed Child, Youth and/or NMD

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

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

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

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

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



Los Angeles County Department of Children and Family Services
Short Term Residential Therapeutic Program (STRTP)
Monthly Utilization (Self) Report
 Data Source: Los Angeles County Contracted Facilities

Exhibit A-6 for STRTP Change Notice 23

STRTP Agency:

Month: May
 Year: 2025

Corporate Address:

Service Delivery Site(s) and Facility License No.				
<input type="checkbox"/> Check Box if Service Delivery Site Address(es) are correct				
Facility Name 1:	Address 1:	License No:	SD:	SPA:
Facility Name 2:	Address 2:	License No:	SD:	SPA:
Facility Name 3:	Address 3:	License No:	SD:	SPA:
Facility Name 4:	Address 4:	License No:	SD:	SPA:
Facility Name 5:	Address 5:	License No:	SD:	SPA:
Facility Name 6:	Address 6:	License No:	SD:	SPA:
Facility Name 7:	Address 7:	License No:	SD:	SPA:
Facility Name 8:	Address 8:	License No:	SD:	SPA:

Administrative Staff Contact Information		
Please confirm the Contact Information for up to three (3) Administrative Staff below		
<input type="checkbox"/> Check Box if Administrative Staff information is correct		
Name/Title:	Phone:	E-mail:
Name/Title:	Phone:	E-mail:
Name/Title:	Phone:	E-mail:
Please specify any updates needed below:		

Intake Staff Contact Information		
Please confirm the Contact Information for up to three (3) Intake Staff below		
<input type="checkbox"/> Check Box if Intake Staff information is correct		
Name:	Phone:	E-mail:
Name:	Phone:	E-mail:
Name:	Phone:	E-mail:
Please specify any updates needed below:		

Intake Processing Hours
<input type="checkbox"/> Check Box if Intake Processing Hours is correct

Population Served	
Placing Agency	
<input type="checkbox"/> DCFS <input type="checkbox"/> Probation <input type="checkbox"/> Dually Supervised	
Gender	Age
<input type="checkbox"/> M <input type="checkbox"/> F	

Check Box if Population Served information is correct

STRTP CAPACITIES & PLACEMENTS

		1	2	3	4	5			6				7				8	9	10	11	12	13	14	15	16	17	18
	Service Delivery Site Address(es)	STRTP or IMC	License #	Age Range	Gender	Capacity			Children Served throughout the Month					Month Ending Placed Children					Vacant Beds								
						License	FCRB	Active	DCFS	PCW	Dually Sup.	OOB	Total	DCFS	PCW	Dually Sup.	OOB	Total									
1																											
2																											
3																											
4																											
5																											
6																											
7																											
8																											

If applicable, (a). Explain why the numbers in column 5 and 6 do not match. (b). Explain any other discrepancies:

Column 1:	Confirm the program type, STRTP or IMC.
Column 2:	Confirm the license number as it appears on the license.
Column 3:	Confirm the age range as it appears in the approved program statement, which must be within the licensed age range.
Column 4:	Confirm the gender as it appears in the approved program statement and must be aligned with the license.
Column 5:	Indicate the capacity approved as it appears on the license.
Column 6:	Indicate the Foster Care Rates Bureau (FCRB) Rate capacity as it appears on the Rate Letter.
Column 7:	Indicate the number of actual available (active) beds for your program.
Column 8, 9 & 10:	Indicate the number of L.A. County children served throughout the month (a child should only be accounted for once).
Column 11:	Indicate the number of children placed by other counties (OOB) or other parties served throughout the month (a child should only be accounted for once).
Column 12:	Formulated column: This number represents the total number of children served throughout the month.
Column 13, 14, 15 & 16:	Indicate the number of children remaining in the facility on the last day of the month.
Column 17:	Formulated column: This number represents the total number of children remaining in the facility on the last day of the month.
Column 18:	Indicate the number of vacant beds available for placement.

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

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

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

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

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

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

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

1. What was the reason for the child's exit from the STRTP?
2. Who determined the child was ready to leave the STRTP?
3. Was the child discharged to Permanency?
Yes [] No []
If "yes," check one: Reunification [] Adoption [] Legal Guardian []
Provide the address to which the child was discharged, if available:
4. Was the child discharged according to their Permanency Plan?
Yes [] No []
5. Was the child discharged to a less restrictive environment?
Yes [] No []
If "yes," indicate whether to: Parent(s) [] NREFM or Relative Home []
RFA Home [] SFH [] FFA RFA Home []
6. Did the child meet their Needs and Services Plan goals prior to discharge?
ILP/Emancipation goals: Yes [] No []
Educational goals: Yes [] No []
Mental Health Treatment goals: Yes [] No []
7. What was the agency's assessment of the child's level of functioning upon discharge?
8. What was the agency's recommendation for aftercare services for the child (individual/conjoint counseling, special education services, etc.)?

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

Provider Needs and Service Plan

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**SHORT TERM RESIDENTIAL THERAPEUTIC PROGRAM
(STRTP) PLAN OF OPERATION AND PROGRAM STATEMENT**

Capacity Building Funding

Short Term Residential Therapeutic Program

Any and all Capacity Building Funding (CBF) must be spent in accordance with the California Department of Social Services (CDSS) approved Complex Care Capacity Building Funding Proposals as described below. California Welfare and Institutions Code (WIC) 16001.1(a) requires that these funds only be used to support children, youth, and Non-Minor Dependents (NMD) under the age of 21. WIC 16001.1(e) dictates that these funds shall not to be used to supplant existing funding.

All County preapprovals for Capacity Building costs to be invoiced as described below must be in writing from the County Program Manager.

New, non-accredited contractors are eligible to invoice for funding to cover the one-time start-up costs of up to \$25,000 per licensed bed. Start-up costs must be consistent with Title IV-E Use of Funds, and may include specialized training, staffing programs to recruit and retain staff for up to three months, and preapproved infrastructure improvements.

Accredited contractors are eligible to submit invoices for reimbursements for preapproved costs, consistent with Title IV-E Use of Funds, for specialized training and infrastructure improvements.

Accredited contractors operating highly specialized Short-Term Residential Therapeutic Programs (STRTP) serving children, youth, and non-minor dependents with co-occurring substance use disorders and mental health needs, are eligible to submit invoices for reimbursements for preapproved costs, consistent with Title IV-E Use of Funds, for specialized training, staffing programs to recruit and retain staff, and infrastructure improvements and modifications.

Accredited contractors operating highly specialized smaller STRTPs designed to serve children, youth, and non-minor dependents, who identify as lesbian, gay, bisexual, transgender, questioning, queer, intersex, asexual, two spirit, and "+" to be inclusive of all sexual orientation and gender identities are eligible to submit invoices for reimbursement for preapproved costs.

TRANSFER OF MEDICATION FORM

CHILD'S INFORMATION

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

ASSIGNED COUNTY WORKER

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

PERSON TRANSFERRING MEDICATION*

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

PERSON RECEIVING MEDICATION

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

MEDICATION INFORMATION

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

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

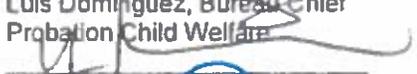
Print Name of Person Receiving Medication Signature of Person Receiving Medication Date

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

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Los Angeles County

**PLACEMENT
COORDINATING
MEMORANDUM**

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

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

Overview

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

Placement Decisions

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

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

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

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

Training

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

Case Planning and the Child and Family Team (CFT)

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

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

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

Gender-Affirming Medical Care

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

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

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

Name Changes and Use of Pronouns

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

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

Bathroom/Shower Use

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

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

Definitions

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

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

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

Governing Statutes

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

HSC Section 1529.2 – States, in part, that:

The right of a foster child to have fair and equal access to all available services, placement, care, treatment, and benefits, and to not be subjected to discrimination or harassment on the basis of actual or perceived race, ethnic group identification, ancestry, national origin, color, religion, sex, sexual orientation, gender identity, mental or physical disability, or HIV status.

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

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

(23) To have fair and equal access to all available services, placement, care, treatment, and benefits, and to not be subjected to discrimination or harassment on the basis of actual or perceived race, ethnic group identification, ancestry, national origin, color, religion, sex, sexual orientation, gender identity, mental or physical disability, or HIV status.

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

(25) To have caregivers and child welfare personnel who have received instruction on cultural competency and sensitivity relating to, and best practices for, providing adequate care to lesbian, gay, bisexual, and transgender youth in out-of-home care.

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

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

Article 7 Physical Environment

87087. Buildings and Grounds

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

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

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

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

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

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

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

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

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

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

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

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

Administration of Opioid Antagonist Naloxone Hydrochloride

There has been an alarming increase in the number of the deaths among youth in recent years, due to opioid overdose. Shown below are statistics from the State of California Department of Public Health regarding the increased danger of fentanyl and other opioid overdoses in California's youth from ages 10 to 19 years old:

- Emergency department visits related to non-fatal opioid overdoses in California's youth ages 10-19 years more than tripled from 2018 (379 total) to 2020 (1,222 total).
- Opioid-related overdose deaths in California's youth ages 10-19 years increased from 2018 (54 total) to 2020 (274 total), marking a 407 percent increase over two years, largely driven by fentanyl.
- Fentanyl-related overdose deaths in California's youth ages 10-19 years increased from 2018 (36 total) to 2020 (261 total), a 625 percent increase.

For further information regarding fentanyl, please review the [PIN 23-08-CRP](#).

What Is Naloxone Hydrochloride (Naloxone)?

Naloxone is a medication approved by Food and Drug Administration (FDA) that reverses an opioid overdose. There are currently three forms of naloxone approved by the FDA: injectable solution, intramuscular auto-injector, and nasal spray. Naloxone is commonly known by brand names such as Narcan and Evzio and has been used to treat opioid overdoses since being approved by the FDA in 1971. According to the National Institute on Drug Abuse, naloxone is extremely safe, having a noticeable effect only on people with opioids in their systems. It is not a controlled substance and it is not-addictive. It works to reverse an opioid overdose by displacing opioids from, and blocking the binding of additional opioids to, opioid receptors in the body, for up to 90 minutes. The FDA has approved naloxone for use on children of all ages, citing its safety and effectiveness in pediatric patients for known or suspected opioid overdose, as well as evidence from numerous clinical studies.

In March 29, 2023, the FDA approved Narcan 4 milligram (mg) nasal spray as the first over-the-counter naloxone. Children's residential homes and facilities may treat Narcan (4 mg) over the counter as a non-prescription medication. All other formulations and dosages of naloxone remain available by prescription only and should be treated accordingly.

Background

The California Overdose Treatment Act (the Act) codified as Civil Code section 1714.22, was enacted because the Legislature found that drug overdose deaths were preventable

and that it was, therefore, appropriate for the state to seek to prevent needless death and damage caused by drug overdose by implementing appropriate crisis interventions when needed. To accomplish this goal, the Act authorizes a licensed health care provider to prescribe and dispense an opioid antagonist, and to issue standing orders for the distribution and administration to a person at risk of an opioid-related overdose or to a family member, friend, or other person in a position to assist a person at risk of an opioid-related overdose.

On April 22, 2021, the State of California Department of Social Services issued the PIN 21-12-CRP, authorizing and providing the necessary requirements for the children's residential homes and facilities to administer opioid antagonist naloxone to prevent death and damages caused by drug overdose.

On January 10, 2023, the Board of Supervisors issued a Board Motion, inquiring the feasibility of making naloxone readily accessible in the contracted agencies.

On June 28, 2023, the State of California Department of Social Services issued the PIN 23-11-CRP, which supersedes the PIN 21-12-CRP, and modified the regulations and licensing standards, following the FDA approval of over-the-counter Narcan 4 mg nasal spray.

Section 1507.25 of the Health and Safety Code (HSC) authorizes specified individuals, such as a staff member of a children's residential facility or a licensee, to provide emergency medical assistance and injections to children placed in children's residential homes and facilities; however, HSC§1507.25 limits the use of emergency medical assistance and injections to treat severe hypoglycemia and anaphylactic shock only. Because HSC§1507.25 does not allow for the subcutaneous or intravenous administration of naloxone, the nasal spray is currently the only allowable form of naloxone that can be used in children's residential homes and facilities.

Naloxone Administration in Children's Residential Homes and Facilities

The following conditions must be met in order to administer naloxone to children, youth, and Non-Minor Dependents (NMDs) at risk of an opioid-related overdose in a children's residential home or facility:

1. Pursuant to HSC§1507.25, caregivers and staff in children residential licensed homes and facilities may not administer injectable naloxone to children, youth or NMDs at this time. Therefore, the nasal spray is the only form of naloxone that can currently be used in children's residential homes and facilities.

2. Title 22 of the California Code of Regulations, section 80075(b), requires children's residential licensed homes and facilities to assist, as needed, with self-administration of prescription and non-prescription medications. Pursuant to Title 22 section 80075(b)(6), if a child, youth or NMD is unable to determine their own need for a prescription or nonprescription Pro Re Nata (taken as needed) medication, and is unable to

communicate their symptoms clearly, staff are permitted to assist the child, youth or NMD with administration of the medication if certain conditions are met by the licensee.

In accordance to Title 22 Section 80075(b)(6)(A), Group Homes serving minors, Short-Term Residential Therapeutic Programs (STRTPs), and Temporary Shelter Care Facilities must contact the children, youth or NMDs' physician prior to each dose of naloxone nasal spray that is to be administered. Because this is not reasonable in an overdose situation, if these facilities intend to use naloxone nasal spray in cases where a child, youth or NMD is experiencing, or suspected of experiencing an opioid-related overdose, the agency must request a waiver for this requirement.

Foster Family Homes, Homes certified or approved by a Foster Family Agency, and Group Homes serving NMDs, are not governed by Title 22 section 80075(b)(6)(A), therefore, they are not required to request a waiver for the use of naloxone nasal spray.

The use of naloxone nasal spray is also governed by regulations and licensing standards relating to medication in general. With the FDA's approval of over-the-counter naloxone, an individual youth is permitted to possess their own naloxone provided it is Narcan 4 mg nasal spray. However, if an individual youth residing in a facility that is required to keep medication centrally stored has been prescribed a different dosage, or brand of naloxone, a waiver is still required in order to allow the youth to keep their naloxone prescription with them, rather than have it centrally stored as is required of most other prescriptions.

3. As outlined in Civil Code section 1714.22(d), a person who is prescribed or possesses naloxone pursuant to a standing order must receive training from an opioid overdose prevention and treatment training program. A person who is prescribed naloxone directly from a licensed provider, or who purchases over the counter Narcan, is not required to receive such training.

The staff members serving children, youth and NMDs in Group Homes, STRTPs, and Temporary Shelter Care Facilities administering naloxone in their facilities are required to receive opioid overdose prevention and treatment training, whether or not the facility obtained the naloxone through a standing order.

Pursuant to Civil Code section 1714.22(a)(2) an opioid overdose prevention and treatment training program is defined as any program operated by a local health jurisdiction or program registered by a local health jurisdiction to train individuals to prevent, recognize, and respond to an overdose. The training, at a minimum, must address the following:

- The causes of an opioid overdose
- Mouth to mouth resuscitation
- How to contact appropriate emergency medical services
- How to administer an opioid antagonist

Proof of training should be maintained in the agency's personnel records.

For training resources, please visit the County of Los Angeles Department of Public Health Substance Abuse Prevention and Control [Naloxone & Harm Reduction Training](#), the State of California Department of Public Health [Administering Naloxone Video](#), and getnaloxonenow.org or the [Harm Reduction Coalition's Overdose Prevention, Naloxone Manual](#), and [Naloxone Application Information](#) websites.

4. All applicable regulations on storage, administration and disposal of prescription medication must continue to be followed, in accordance with Title 22 Section 80075, if a licensee or individual residing in a facility has been prescribed naloxone other than the over the counter Narcan 4 mg nasal spray.

5. Since an opioid antagonist is only used in an emergency situation, an special incident report must be provided after each use. If multiple doses of the opioid antagonist are given to a youth as a result of an overdose incident, only one special incident report is required, but the incident report should state how many doses were administered and at what time each dose was administered.

How to Access Naloxone

The State of California Department of Health Care Services created the Naloxone Distribution Project (NDP) to combat opioid overdose-related deaths throughout California. The NDP aims to address the opioid crisis by reducing opioid overdose deaths through the provision of free naloxone. To receive free naloxone, the applicants must complete an online NDP application on the [Department of Health Care Services website](#).

For more ways to access naloxone, please visit the County of Los Angeles Department of Public Health website to [Access Naloxone, Drug Testing & Test Strips](#).

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

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

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

and

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



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

- REVISED JULY 2025 -

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AUDITOR-CONTROLLER

CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

The purpose of the Auditor-Controller Contract Accounting and Administration Handbook (Handbook) is to provide organizations (CONTRACTORS) that contract with the County of Los Angeles (COUNTY) with guidance on key accounting, financial reporting, internal control, and contract administration standards, along with best practices and recommended approaches that will help to promote accountability, protect the integrity of assets and financial information, and minimize the risk of fraud.

The accounting, financial reporting, and internal control standards presented in this Handbook are fundamental and derived from applicable federal, State, and COUNTY regulations and guidelines (see [Section F](#)). 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 source(s) (i.e., federal, State, and COUNTY agencies) that may be more restrictive and/or stringent. Instead, this Handbook includes the minimum federal, State, and COUNTY required procedures and controls that must be incorporated into a CONTRACTOR'S accounting and financial reporting system to ensure compliance, as well as guidance on other recommended procedures and controls. 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 and/or board members) 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 COUNTY Agreement.

For additional resources, please see [Section F](#), and for any inquiries, please see [Section G](#).

A. ACCOUNTING AND FINANCIAL RECORDS

1.0 [Basis of Accounting](#)

Unless otherwise specified by the applicable funding source(s), CONTRACTORS may elect to use either the accrual or cash basis of accounting during the year for recording financial transactions. CONTRACTOR must ensure their basis of accounting is adequately documented in their accounting policies. Monthly invoices must be prepared on the same basis used for recording financial transactions.

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

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



AUDITOR-CONTROLLER

CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

are recorded in the accounting period incurred (rather than when cash is disbursed).

Recorded accruals (e.g., to estimate expenditures) should be reversed in the subsequent accounting period or when deemed appropriate and/or necessary to ensure revenues and expenditures are not double counted, and are in compliance 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 COUNTY Agreement, and at the end of the COUNTY Agreement.
- 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 COUNTY Agreement year to the extent goods and services are received, or are applicable to that COUNTY Agreement year.

2.0 Accounting System

Each CONTRACTOR must maintain a ***double entry accounting system*** (utilizing debits and credits) and adequate, accurate, and reliable financial records in accordance with GAAP. The financial records must provide a comprehensive audit trail, and typically include, but may not be limited to a General Journal, a Cash Receipts Journal, a General Ledger, a Cash Disbursements Journal, and a Payroll Register or equivalent records as described in this Handbook. Postings to the General Ledger and Journals must be made timely, 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 (or equivalent records) must be maintained to ensure transactions are recorded accurately and timely in the order they occur, and for recording adjusting entries, reversing entries, closing entries, and other financial transactions not normally recorded in the Cash Receipts Journal or Cash Disbursements Journal (or their equivalent records). Entries in the General



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Journal (or equivalent record) must be adequately documented and entered in chronological order with sufficient explanatory notations to support the transaction.

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 (or equivalent records) must be maintained for recording and identifying all cash inflows and sources of income (e.g., COUNTY warrants, contributions, interest income), and should, at a minimum, contain the following information:

- Date
- Invoice, Reference and/or Receipt Number (if applicable)
- Amount of Cash or Income Received
- Names of Accounts Debited (e.g., Cash) and Credited (e.g., Income) for the following:
 - COUNTY payments
 - Contributions/Donations
 - Other Income (e.g., grants, sales of supplies/services, rental income, miscellaneous revenue, fees)
- Description to clearly specify the source of cash receipts

2.3 Cash Disbursements Journal

A Cash Disbursements Journal (or equivalent records) must be maintained for recording all cash outflows or disbursements (e.g., rent, utilities, maintenance) to manage and track outgoing funds, and should, at a minimum, contain the following information:

- Date
- Invoice, Reference, and/or Check Number (if applicable)
- Amount of Cash Disbursed
- Names of Accounts Debited or Credited
- Payment Method (e.g., cash, check, electronic transfer)
- Description to clearly specify the nature of the cost and the corresponding cost classification, if not included in the column heading.

Checks should not be written to employees (other than payroll, reimbursements for small incidental out-of-pocket costs, mileage reimbursements, travel reimbursements, and petty cash fund custodian checks).



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A ***Check Register*** may be substituted for the Cash Disbursements Journal (or equivalent records), but this is not recommended. If used, the Check Register (or equivalent records) must contain the same cost classifications and description information required when a Cash Disbursements Journal (or equivalent records) is used.

2.4 General Ledger

A General Ledger (or equivalent records) must be maintained with accounts for all assets, liabilities, fund balances/net assets, revenues, and expenditures to ensure the accuracy, consistency, and transparency of all financial transactions in accordance with GAAP. 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 (or equivalent records) must be maintained to organize and classify financial transactions accurately and consistently in accordance with GAAP:

- 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 should 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 can be posted to an account titled "travel," but must not be intermixed with other expenditure accounts.

2.6 Payroll Register

A Payroll Register (or equivalent records) must be maintained to manage payroll activities, detail the necessary payroll information, and ensure payroll transactions and payments are accurate. The Payroll Register (or equivalent records) should contain the following information for each employee:

- Name
- Position
- Unique code identifying each employee (e.g., employee number/ID)
- Salary or hourly wage
- Payment Record including:



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- Accrual Period
- Gross Pay
- Itemized Payroll Deductions
- Net Pay Amount
- Check/Payment Number

CONTRACTOR must 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, 1099), and all applicable tax deposits.
- Internal Revenue Service and State guidelines to properly classify employees and independent contractors.

3.0 Information and Supporting Documentation Requirements

CONTRACTOR must retain the original source document for inspection by COUNTY. All revenues and expenditures charged to the COUNTY must be supported by original vouchers, invoices, receipts, or other documentation to clearly establish the nature and the reasonableness of the expenditure and its relevance to the COUNTY program, and evidence of actual payment (e.g., canceled checks, proof of electronic funds transfer). Internally generated documents (e.g., vouchers, request for check forms, requisitions), and bank and credit card account statements alone do not constitute supporting documentation for revenues and expenditures.

If the CONTRACTOR is unclear as to the appropriate documentation that must be maintained to support an expenditure, CONTRACTOR should consult with the COUNTY **before** the expenditure is charged to the COUNTY. Unsupported or inadequately supported expenditures 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 (e.g., electronic bills and bank statements). To the extent the source for electronic documentation is an original hardcopy document (e.g., PDF scans of original vendor invoices), COUNTY at its sole discretion may accept photocopies (including scanned images) of supporting documentation in preference to the original documents subject to any limitations imposed by the applicable funding source(s) (i.e., federal, State, and COUNTY agencies), and if the CONTRACTOR maintains adequate internal controls over their information technology systems and data (e.g., electronically stored information, records, or documentation) as required by the standards described in this Handbook (e.g., see [Sections A.3.5](#) and [B.7.0](#) through [B.7.3](#)) and any other applicable federal, State, and COUNTY requirements (e.g., COUNTY Agreement). Failure to provide original hardcopy documents and/or maintain an adequate system of



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internal controls over electronic documentation to support expenditures charged to the COUNTY will result in inadequately supported expenditures and will be disallowed upon audit.

For the following categories of expenditures, adequate 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 each employee.
- Records showing actual expenditures for payroll, Social Security and unemployment insurance.
- State and federal quarterly tax returns, federal W-2 forms, federal W-4 forms, and any other records to support payroll tax payments.

Personnel Files

- Documentation supporting approved employee pay rates.
- Proof of employees having the required education, 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 specific service(s) provided and rate(s) of compensation applied to support total amounts charged.
- 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, itemized invoices, and proof of receipt of good/services for amount 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.



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Payments to Affiliated Organizations or Persons (i.e., Related Party/Less-Than-Arm's-Length Transactions)

- 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
- Other documentation to support payments to affiliated organizations or persons did not exceed the lesser of actual costs of the affiliated or related organizations/persons or the reasonable costs for services rendered or items purchased (see [Section C.1.2](#) for additional guidance)

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.

Travel

- Travel policies (written) of the CONTRACTOR
- Travel expenditure vouchers
- For travel related to conferences, meetings, seminars, symposiums, workshops, and other similar events, CONTRACTOR must at a minimum, retain literature, such as agendas and handouts, or other documentation 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, meals, 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 should obtain the COUNTY'S maximum reimbursement rate for each fiscal year from the COUNTY before travel expenditures are charged.



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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 (or equivalent record) must be maintained establishing the extent to which the vehicles are used for business versus non-business purposes. The mileage log (or equivalent record) 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.)
 - 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 should 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
- Documentation acknowledging the receipt of purchased goods and services (e.g., itemized delivery confirmations, stock received reports, packing slips, or



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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

3.1 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/Payments – Numerically
- Invoices – Vendor name and date
- Vouchers – Numerically
- Receipts – Chronologically
- Timecards – Pay period and alphabetically

3.2 Referencing

Accounting transactions posted to the CONTRACTOR'S books must be appropriately cross-referenced to supporting documentation. When applicable, 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

Supporting documentation for non-payroll expenditures (i.e., operating expenditures) should be cross-referenced to the evidence of actual payment (e.g., corresponding check issued for payment, bank statement). If multiple invoices are paid with one check or transaction, all related invoices should be cross-referenced to the evidence of actual payment.

3.3 Security Over Documentation

Adequate care must be exercised to safeguard the financial records, including accounting records and supporting documentation. Any destruction or theft of the CONTRACTOR'S financial records must be immediately reported to the COUNTY. CONTRACTOR must report, to the local law enforcement agency having jurisdiction, any act(s), which may reasonably constitute a crime and appear to have resulted in the destruction, damage, or alteration of any record subject to the



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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 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 the same period of time the underlying records that were destroyed/damaged were required to be retained (see [Section A.3.4](#)), and must be retained for a longer period in the case of unresolved litigation or audit.

3.4 Retention

All financial records, including accounting records (e.g., journals, ledgers) 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.

3.5 Protection of Electronically Stored Information

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 and used. CONTRACTOR is also responsible for the security of any COUNTY non-public information that is transmitted, exchanged, or shared with other authorized individuals and/or organizations including, but not limited to, third-party vendors/providers, subcontractors, contractors/consultants, or other external parties.

Information security and privacy safeguards (e.g., policies, access restrictions, employee background checks, training programs, cyber liability insurance, encryption) and standards must be developed, implemented, and maintained in accordance with applicable standards described in this Handbook (e.g., see [Sections B.7.0](#) through [B.7.3](#)), the [COUNTY Board of Supervisors \(Board\) Policy 5.200](#), and any other applicable federal, State, and COUNTY requirements (e.g., COUNTY Agreement, applicable sections of the [Board Policy Manual](#)).

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 and other financial 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



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COUNTY program, must be utilized on allowable COUNTY Agreement expenditures. Similarly, income from investments (e.g., interest, dividends), where the source of the amount invested is COUNTY program funds, must be deemed restricted revenue that must be utilized on allowable COUNTY program expenditures, or returned to the COUNTY as specified under the COUNTY 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 COUNTY Agreement 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 must 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 compliance with the COUNTY Agreement at any time, without prior notice to CONTRACTOR seven days a week, when the COUNTY has information which it, in its sole discretion, justifies such an unannounced visit, inspection, audit or investigation.

6.0 Single Audit Requirements

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) "[Audit Requirements](#)" requires organizations that expend the applicable threshold (e.g., \$750,000 (prior to October 1, 2024), \$1,000,000) or more in federal awards during their fiscal year (including pass-through awards) to have a single audit conducted in accordance with Generally Accepted Government Auditing Standards for that year. Additional details regarding single audit requirements are included in [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, or any extended timeframes granted by the federal Office of Management and Budget (OMB).

7.0 Unique Entity Identifier and System for Award Management Requirements

Title 2 United States Code of Federal Regulations "[Unique Entity Identifier and System for Award Management](#)" requires organizations receiving federal funds to have a "Unique Entity Identifier (UEI)" and register with the System for Award Management (SAM.gov), unless exempted by federal statute. CONTRACTOR



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must maintain documentation to demonstrate they have a current and active UEI and registration in SAM.gov, if applicable. Additional details regarding UEI requirements are included in the [Electronic Code of Federal Regulations \(eCFR\)](#) and [SAM.gov](#).

B. INTERNAL CONTROLS

1.0 Internal Controls Overview

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 their own policies and procedures, and any other applicable funding source requirements (e.g., [Uniform Guidance](#)).

2.0 Cash and Revenues

Cash or cash equivalents (e.g., checks, money orders, other liquid assets such as prepaid/EBT/gift cards) and revenue must be adequately monitored to ensure they are properly accounted for, safeguarded, and accurately reported.

2.1 Separate Fund or Cost Center

All COUNTY Agreement 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.

2.2 Manual Deposits

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

All COUNTY checks should be restrictively endorsed upon receipt.

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

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



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Cash and cash equivalents totaling \$500 or more must be deposited within one day of receipt, or as soon as reasonably possible. Collections of less than \$500 may be held and must be 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 should be retained in an organized manner, and must contain sufficient reference information for comparison to the Cash Receipts Journal (or equivalent records) and individual receipts, if applicable. A recommended best practice is to retain a photocopy of the deposit slip and the COUNTY warrants reflected on each deposit slip, or record the individual warrant numbers on the deposit slip.

2.3 Separation of Duties Over Deposits and Cash

Employees' duties must be separated to ensure that one individual does not control all key aspects (e.g., receiving, receipting, depositing, disbursing, reconciling, recording) of a transaction. For example, an employee who does not handle cash or cash equivalents should record all receipts in the CONTRACTOR'S accounting records.

2.4 Bank Reconciliations

Bank statements should be received and reconciled by someone with no cash handling or check writing/preparation responsibilities. The person reconciling the bank account(s) should receive the bank statement(s) directly from the bank.

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. See [Exhibit A](#) for a suggested bank reconciliation format.

Reconciling items should be reviewed, researched, and resolved immediately. If an item cannot be resolved within the next bank statement period, the CONTRACTOR should monitor the reconciling item to ensure the reconciling item is resolved timely.

2.5 Bonding

All officers, employees, and contractors who handle cash or have access to the CONTRACTOR'S funds (e.g., prepare checks) must be bonded.

3.0 Disbursements

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



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

Checks must NOT be payable to “cash” or signed in advance. Similarly, electronic debits to “cash” or withdrawals of cash must not be made. Checks written to employees for reimbursement of out-of-pocket costs must be supported by receipts and invoices.

Voided checks must 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 must be canceled regularly, but no less frequent than monthly.

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

All supporting documentation should reference the payment made for the expenditure (e.g., check number, transaction number for an electronic funds transfer, credit card payment) and marked “paid” or otherwise canceled to prevent duplicate payments or reuse.

Disbursements without adequate supporting documentation and/or without adequate controls over electronic documentation (See [Section A.3.0](#) regarding the use of electronic documentation) will be disallowed upon audit.

A second signature is also recommended on all checks over \$500, unless otherwise specified in the COUNTY Agreement.

3.1 Approvals and Separation of Duties Over Disbursements

Employees responsible for approving cash disbursements and/or signing checks should examine all supporting documentation at the time the checks are approved and signed.

All disbursements, excluding petty cash purchases, should be approved by persons independent of check preparation and bookkeeping activities.

In instances where the payee is also a signor on the check, the disbursement must be reviewed and approved by a higher-level employee or board member who must also sign the check. If the bookkeeper signs checks, a second signature must be required on the checks, regardless of limits specified in the COUNTY Agreement.

3.2 Credit Cards

Credit cards issued in the CONTRACTOR’S name must be adequately safeguarded and usage monitored to ensure that only authorized and necessary



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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 must 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.*** See [Section A.3.0](#) regarding the use of electronic documentation.

Employee duties must be separated so that the same person cannot approve purchases, reconcile credit card statements, approve reconciliations, or approve payments. Cardholders should not perform any of these duties.

Monthly credit card statements should be reconciled to the source documentation for the expenditure and reviewed by management in a timely manner for appropriateness and accuracy. Any discrepancies must be reviewed, researched, and resolved immediately. The credit card reconciliations should be signed and dated by the reconciler and reviewer.

3.3 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). CONTRACTOR must obtain written approval from the COUNTY to establish a single petty cash fund greater than \$500. Applicable policies and procedures must be established to ensure accountability and restrict the usage of petty cash to the intended purpose of the fund.

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. If external supporting documentation is not obtainable for minor disbursements (under \$10), such as parking meters, fees, etc., then some written documentation should be maintained and approved by a supervisory employee not associated with the transaction. See [Section A.3.0](#) regarding the use of electronic documentation.



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The petty cash fund should 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 should be cross referenced to the reimbursement check.

A petty cash log (or equivalent record) must be maintained for each petty cash fund to track the usage and replenishment of petty cash. Petty cash logs should be reviewed monthly 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 (e.g., sign checks).
- Be responsible for maintaining and disbursing the petty cash funds and requesting replenishment of the fund up to its imprest amount, when necessary.
- 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, each day the petty cash fund is used.

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 should 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.

3.4 Other Liquid Assets

Liquid assets must NOT be used as a substitute for normal purchasing and disbursement practices (e.g., payment by check).

CONTRACTOR must centrally monitor any liquid assets that can easily be converted to personal use (e.g., bus tokens/passes, prepaid/EBT/gift cards, tickets, vouchers). Applicable policies and procedures must be established to ensure accountability and restrict the usage of liquid assets to their intended purposes.

The distribution and usage of liquid assets must be supported by a log and/or external authenticating documents. The documents must clearly identify each item distributed/used, amounts issued, the date of distribution/usage, and the name and signature of the recipient/user. If the liquid assets (e.g., gift cards, prepaid cards)



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are used to pay for other expenditures, additional documentation must be maintained to support the expenditures as required by [Section A.3.0](#). See [Exhibit C](#) for a suggested liquid assets log format.

Logs and/or other external authenticating documents should be reviewed monthly by a higher-level employee not having responsibilities over the respective liquid asset to ensure liquid assets are being used for their intended purposes.

A custodian should be assigned to monitor liquid assets, and should:

- Not have any other cash handling responsibilities (e.g., sign checks).
- Be responsible for maintaining and distributing the liquid assets and requesting replenishment when necessary.
- Reconcile the log to the liquid assets-on-hand and the documentation supporting the distribution and usage of the liquid assets to-date, each day liquid assets are distributed and used.

Liquid assets must be safely secured at all times (e.g., in a locked safe, file cabinet, or drawer). Access to liquid assets should be limited to the custodian and one other employee in case of absence or emergency.

Surprise counts of each liquid asset should be conducted periodically, but no less than quarterly, to ensure liquid assets are being maintained as required. The counts should be conducted by a higher-level employee not having responsibilities over the liquid asset being counted. Documentation should be maintained to support each count conducted and should be signed and dated by the employee conducting the count.

4.0 Payroll and Personnel Records

Adequate payroll and personnel records must be maintained to support payroll transactions. Payroll and/or personnel records should include, but not be 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., job description, notarized copy or original diploma, academic transcripts, license(s))
- Hiring and termination (if applicable) documents
- Employment history and performance evaluations
- Criminal record clearance (if required)
- Citizenship Status
- Benefit balances (e.g., paid time off, sick time, vacation)
- Health Clearances (if required)



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In addition, personnel records should also include disclosures of any relationships with other CONTRACTOR employees or associates.

4.1 Timecards

Timecards or time reports must be prepared for each employee each pay period. If an employee works on multiple COUNTY/non-COUNTY programs and/or activities, the total hours charged to each of the programs and/or activities must be based on actual conditions (e.g., total hours worked each day by program and the total hours charged to each of the CONTRACTOR'S programs, time studies, full-time equivalents).

Time or budget estimates (i.e., estimates determined before the services are performed) alone do not qualify as support for payroll expenditures and will be disallowed upon audit. Time or budget estimates may be used for interim accounting purposes, unless prohibited by the COUNTY Agreement or applicable funding source(s), provided that the system for establishing the estimates produces reasonable approximations of the activity actually performed. Significant changes in work activity must be identified and adjusted in the financial records in a timely manner. The CONTRACTOR'S system of internal controls must include processes to review after-the-fact interim charges made using time or budget estimates, and be adequately documented. All necessary adjustments must be made such that the final amount charged to the COUNTY is accurate, allowable, appropriately allocated, and based on actual conditions.

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 be designed to comply with the internal control standards described in this Handbook (e.g., see [Sections A.3.5](#) and [B.7.0](#) through [B.7.3](#)), and any other applicable federal, State, and COUNTY requirements (e.g., COUNTY Agreement), and support the reporting of accurate and reliable financial information.

4.2 Benefit Balances

Employee benefit balances (e.g., paid time off, sick time, vacation) should be maintained on at least a monthly basis. Benefit balances must be increased when benefit hours are earned and decreased as hours are used.

4.3 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



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established policy or agreement with employees. The CONTRACTOR must maintain documentation to support any incentive compensation payments to employees.

Any bonuses, gifts, or other payments provided to employees that are solely intended to improve employee morale will be disallowed upon audit, unless expressly allowed by the COUNTY Agreement and/or the applicable funding source(s).

4.4 Limitations on Positions and Salaries

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

Payroll expenditures for employees working on more than one agreement, program, or activity must be equitably allocated in accordance with the applicable sections of [Uniform Guidance](#) and any other applicable federal, State, and COUNTY requirements (e.g., COUNTY Agreement). If an employee serves in the same or dual capacities under more than one agreement or program, time charged to the agreements or programs taken as a whole may not exceed 100% of the employee's actual time worked.

Salaried employees should 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.

4.5 Retroactive Payroll Adjustments and Payments

The CONTRACTOR must not charge the COUNTY for any retroactive adjustments to an employee's authorized hourly/salary rate or benefits that result in additional compensation to an individual or group of employees without written approval from the COUNTY.

Retroactive payments to employees to correct underpayment errors may be charged to the COUNTY provided that adequate documentation is maintained to support an employee was underpaid in a prior pay period and the retroactive payment is necessary.

4.6 Separation of Duties Over Payroll and Personnel

Payroll checks should be distributed by persons not involved in timekeeping (e.g., preparing/recording, approving, processing, and reporting of payroll transactions), or reconciling bank accounts.



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All employee hires and terminations, or pay rate changes, must be approved in writing by authorized persons independent of payroll responsibilities.

4.7 Security Over Payroll and Personnel Records

Adequate security must be maintained over payroll and personnel records with access restricted to authorized individuals. Any automated payroll and personnel records which contain confidential information, such as, but not limited to, employee addresses and medical information, must be adequately safeguarded using the information security and privacy standards discussed in Section A.3.6 to prevent unauthorized access and use.

5.0 Procurement

Written policies and procedures must be established to ensure goods and services are procured in a manner providing full and open competition and in accordance with the requirements of [Uniform Guidance](#) and any other applicable funding source(s) (i.e., federal, State, and COUNTY agencies). The written policies and procedures must also cover conflicts of interest where the CONTRACTOR and/or its directors, officers, or key employees are unable (or appear to be unable) to be impartial in conducting a procurement action.

CONTRACTOR must maintain sufficient records to support the history of procurement. At a minimum, the records should detail the rationale for the procurement method, the selection of the contract type (e.g., cost reimbursement, fixed-price), reasoning/justification for contractor or vendor selection or rejection, and the basis for the contract price/rate.

The procurement of any goods and/or services with an aggregate value that exceeds the lesser of \$5,000 or the amount required by the CONTRACTOR'S policy must be approved by the CONTRACTOR'S board of directors.

Failure to procure goods and services as required and maintain adequate documentation to support expenditures charged to the COUNTY may result in inadequately supported expenditures and may be disallowed upon audit.

5.1 Methods of Procurement

[Uniform Guidance](#) describes the following methods for procuring goods and services:

- Informal Procurement
- Formal Procurement
- Noncompetitive Procurement



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Informal Procurement

When the aggregate value of the goods and/or services being procured is less than \$10,000, the CONTRACTOR must ensure the price is reasonable based on research, experience, purchase history, and/or other relevant information.

Where the aggregate value of the goods and/or services being procured is between \$10,000 and \$249,999, the CONTRACTOR must ensure the price is reasonable by obtaining price or rate quotations from an adequate number of qualified sources. CONTRACTOR should consider obtaining price or rate quotations from at least three qualified sources.

Formal Procurement

When the aggregate value of the goods and/or services being procured is \$250,000 or more, the CONTRACTOR must ensure the price is reasonable by formally and publicly advertising and soliciting sealed bids or competitive proposals from an adequate number of qualified sources.

Sealed bids are generally solicited for firm-fixed price contracts (lump sum or unit price). The contract should be awarded to a responsible bidder whose bid conforms with all material terms and conditions of the invitation for bids and is the lowest price.

Competitive proposals are generally solicited when conditions are not appropriate for the use of sealed bids and can be used for either cost reimbursement or fixed price type contracts. The contract should be awarded to the offeror whose proposal is most advantageous to the CONTRACTOR and should be based on price and other relevant factors.

Noncompetitive Procurement

Noncompetitive procurements should only be used when the aggregate value of the goods or services is less than \$10,000, the goods or services can only be obtained from a single source, there is an immediate need for the goods or services and delays from publicizing a competitive solicitation are not permitted, or a competitive solicitation was conducted and competition was determined to be inadequate.

The CONTRACTOR must obtain written approval from the COUNTY and/or the applicable funding source(s) prior to using a noncompetitive procurement that does not meet one of the conditions described above.

6.0 Capital and Non-Capital Assets

Controls over capital and non-capital assets are necessary to safeguard investments, establish responsibility for the custody of each asset, provide



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necessary data for financial reporting, and provide required information and documentation for depreciation, insurance, audit, and other purposes.

6.1 Capital Assets

Capital assets are tangible or intangible assets of significant value having a useful life that extends beyond the current year and include land, buildings and improvements, equipment, and intellectual property (including software). All applicable assets with an acquisition cost of \$5,000 or more must be capitalized in accordance with GAAP.

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. Acquisition costs for software include those development costs capitalized in accordance with GAAP.

Capital asset purchases must be approved by the CONTRACTOR'S board of directors or their authorized representative.

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

6.2 Acquisition

CONTRACTOR must submit a purchase versus lease analysis to COUNTY and obtain written authorization before making a 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 Agreement. If the cost of the capital asset will be charged to multiple COUNTY Agreements, the CONTRACTOR only needs to obtain written authorization from the COUNTY department(s) where the CONTRACTOR anticipates expenditures charged will exceed the lesser of 10% of the acquisition cost of the capital asset or \$5,000, unless more restrictive and/or stringent requirements over acquisitions are required by the COUNTY Agreement and/or the applicable funding source(s).

6.3 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, scanners, other portable assets).



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6.4 Asset Identification and Inventory

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

CONTRACTOR must maintain an accurate, complete, and current listing of assets. The listing should include the item description, serial number, date of purchase, acquisition cost, source(s) of funding, location, and the specific employee(s) the asset is assigned to or controlled by, when applicable. Unassigned assets must also be identified on the listing.

An inventory of all assets must be conducted at least once every two years to ensure that all assets are accounted for, used, maintained in proper working order, and needed. Documentation must be maintained to support the inventory conducted, and any depreciation charges in accordance with [Uniform Guidance](#).

6.5 Security Over Assets

Physical security must be adequately maintained over all assets to prevent the misuse, theft, or destruction of COUNTY property and non-public information. To the extent necessary, physical security controls over assets should include the use of badges/identification cards, locks, security cables, and/or assorted barriers to prevent physical tampering, damage, theft, or unauthorized physical access.

6.6 Asset Management

The CONTRACTOR must assume responsibility and accountability for the maintenance of all assets purchased, leased, or rented with COUNTY Agreement funds, or any other assets containing COUNTY non-public information.

The CONTRACTOR must maintain documentation to support all cases of theft, loss, damage, or destruction of assets purchased with COUNTY Agreement funds or containing COUNTY non-public information. The documentation should, 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 and must be retained for a longer period in the case of unresolved litigation or audit.



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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:

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

CONTRACTOR must safely and securely dispose of or return to the COUNTY all capital and non-capital assets in accordance with the Agreement.

7.0 Information Technology

Information technology (IT) controls are necessary to protect the security, integrity, and availability of COUNTY non-public information, Protected Health Information (PHI), IT resources (e.g., systems and networks, accounting management software/applications, electronic time reporting systems), and data (e.g., electronically stored information, records, or documentation).

7.1 Information Technology Controls

It is the CONTRACTOR'S sole obligation to design and implement appropriate and reasonable IT controls to, at a minimum:

- Secure and protect its IT resources and data against internal/external threats and risks.
- Help ensure the accuracy and integrity of CONTRACTOR'S electronic records and data is not compromised.
- Ensure adequate safety mechanisms (e.g., unique log-on identifications, computer access codes, account codes, passwords, multi-factor authentication tokens, transaction approval/authorization controls) are in place to limit user (e.g., employees, subcontractors, contractors/consultants) access privileges to protect COUNTY non-public information, PHI, IT resources, and data related to the COUNTY Agreement from unauthorized or unlawful access, use, disclosure, alteration or destruction.
 - Users must only receive access to non-public information that is necessary to perform their assigned job duties, and must not be given an access authorization level that is higher than needed.



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- CONTRACTOR must review, and update, if necessary, user access rights/permissions at least annually, or when a user's job assignment and/or responsibilities change, to ensure access capabilities are consistent with the user's job duties. In addition, guest user access and inactive users, including terminated employees, contractors/consultants, and other unnecessary access should be reviewed and removed or disabled timely.
- Ensure adequate and ongoing IT and cyber security awareness training is provided to applicable CONTRACTOR employees.
- Capture sufficient audit trail information to identify the individual user(s) who performed key components (e.g., entry, approval) of critical or high risk (e.g., disbursement, payroll) transactions.
- Ensure all data/transactions entered into an information system are processed completely and accurately, duplicate transactions are prevented and/or detected timely, inputs and modifications to data are authorized, and all data is protected from improper or unauthorized deletion and alteration. For example, procedures for reviewing and approving source documents for reasonableness and proper authorization prior to entering information should be established, when applicable.
- Ensure any output (e.g., paper printouts, digital information, electronic records) containing non-public information or regulated data and transactions is adequately protected and clear individual accountability is maintained, when applicable.

7.2 Information Technology Security Management

CONTRACTOR must establish and implement IT policies and procedures that align with the applicable IT standards described in this Handbook, [COUNTY Board Policy 5.200](#), and any other applicable federal, State, and COUNTY requirements (e.g., COUNTY Agreement, applicable sections of the [Board Policy Manual](#)). A good IT policy should address, at a minimum, such issues as:

- Security management
- Security awareness training
- Security and privacy violations/breaches, incident reporting, and response protocols
- Cyber security (e.g., encryption, malware/ransomware protection, vulnerability testing and monitoring)
- Separation of duties
- User access (including remote access) to system(s) data
- Authorization of transactions
- Exception/error resolution
- Back-up recovery and restart protocols (e.g., disaster recovery and business



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- contingency planning)
- Change controls (e.g., for maintenance, enhancements, or modifications to application systems, networks, and software), if applicable

CONTRACTOR must also ensure their IT policies are periodically reviewed and updated/modified when changes are necessary (e.g., to implement new systems or changes in procedures, adopt new security protocols, address new risks or circumstances).

To the extent CONTRACTOR exchanges or shares information with other authorized external parties (e.g., third-party vendors/providers, subcontractors, contractors/consultants), CONTRACTOR must also establish policies and procedures to ensure the security, reliability, and integrity of such information.

Any applicable security incidents (e.g., loss of COUNTY non-public information, breach of confidentiality, non-permitted use or disclosure of PHI) must be reported in accordance with the standards described in this Handbook, and any other applicable federal, State, and COUNTY requirements (e.g., COUNTY Agreement).

7.3 Separation of Duties Over Systems

CONTRACTOR must ensure sufficient checks and balances exist, and adequate separation of duties are maintained over IT systems to help minimize the risk of fraudulent activity and user error, and ensure transactions (e.g., accounting, payroll, time reporting, disbursements) are properly initiated approved, processed, reported, and reconciled.

Work should be divided among two or more employees so that one employee does not have control over multiple key aspects of an IT system, and the functions performed by one employee may be checked by functions performed by other employees. For example, employees who have access to add or change vendor information (e.g., vendor and contact names, addresses, phone numbers) must not have access to process invoices.

8.0 Electronic Signatures

Electronic signatures (e-Signatures) may be used to represent an individual's acknowledgment, acceptance, or approval of an agreement, transaction, report, record, or form, unless otherwise prohibited by the COUNTY Agreement and/or applicable funding source(s). Various types of e-Signatures exist. The most secure forms of e-Signatures will provide a digital audit trail that confirms when a document was signed, provides assurance that the individual claiming to be the signor is the signor through effective authentication methods (e.g., unique log-on identifications, account codes, passwords), and can safeguard documents from being altered after they have been signed. When determining which type of e-Signature to use, CONTRACTOR should consider the associated risks and level of assurance needed for the signature or document, and any other applicable



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federal, State, and COUNTY requirements (e.g., COUNTY Agreement).

9.0 Subcontracts

CONTRACTOR must not subcontract services without the prior written consent of the COUNTY. Payments for subcontracted services without the prior written consent of the COUNTY may be disallowed upon audit.

CONTRACTOR must provide the COUNTY with copies of all executed subcontracts and must be responsible for the performance of their subcontractors. CONTRACTOR may submit an electronic copy of executed subcontracts in preference to a hardcopy, unless original signed subcontracts are required by the COUNTY Agreement or the applicable funding source(s).

9.1 Subcontractor Monitoring

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. For example, the monitoring must include, but not be limited to:

- Performing reviews of the subcontractor's fiscal and program operations (e.g., verifying expenditures charged to the subaward are adequately supported, allowable, and appropriately allocated; verifying internal controls are maintained as required; and verifying subcontracted services are meeting required performance standards).
- 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.

C. COST PRINCIPLES

1.0 Purpose of Program Funds

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 [Uniform Guidance](#), and any other applicable funding source(s) (i.e., federal, State, and COUNTY agencies) requirements.



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1.1 Limitations and Requirements for Program Expenditures

CONTRACTOR must comply with all limitations and requirements for COUNTY Program expenditures in the Agreement, the applicable sections of [Uniform Guidance](#), and/or any other applicable funding source(s) (i.e., federal, State, and COUNTY agencies). If a CONTRACTOR is unsure of the allowability of any particular type of expenditure, the CONTRACTOR should request advance written approval from the COUNTY and/or applicable funding source(s) prior to incurring the expenditure.

1.2 Limitations on Payments to Affiliated Organizations or Persons (i.e., Related Party/Less-Than-Arm's-Length Transactions)

For purposes of the COUNTY Agreement, COUNTY must be solely responsible for determining affiliation unless otherwise allowed and approved by federal, State, or COUNTY agencies. Organizations or persons will be considered affiliated when one party is able to control or substantially influence the actions of the other. Affiliation includes, but is not limited to, a relationship between the CONTRACTOR and:

- An organization related through legal organization (i.e., corporation, partnership, parent company, subsidiary organization, association).
- An organization under common control through its common officers, directors, or members.
- A director, trustee, officer, or key employee, or an individual related by blood, marriage, or affinity, either directly or through corporations, trusts, or similar arrangements in which they hold a controlling interest.

Prior to making payments to affiliated organizations or persons (i.e., related party/less-than-arm's-length 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 services rendered and/or items purchased. A reasonable cost is the price that would be paid by one party to another when the parties are dealing at arm's length (fair market price).

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.



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1.3 Unallowable Expenditures

[Uniform Guidance](#) addresses the allowability of a variety of costs. For all costs, there are certain restrictions and limitations; however, the following are examples of costs that are generally unallowable, unless expressly allowed by the COUNTY Agreement and/or the applicable funding source(s):

- Bad debts
- Bonuses, gifts, and other expenditures solely intended to improve employee morale
- Contingency provisions
- Contributions and donations
- Entertainment, social activities, and other similar expenditures (unless there is a programmatic purpose)
- Fines and penalties (e.g., Non-sufficient Funds Check Fees, Traffic Citation Fees)
- Fundraising activities
- Interest
- Losses on other awards

1.4 Depreciation

Unless otherwise approved by the COUNTY, compensation for the use of buildings, capital improvements, equipment, and software projects may be made through depreciation in accordance with the applicable sections of [Uniform Guidance](#):

- The computation of depreciation 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
 - Any asset acquired solely for the performance of a non-Federal award.
- For depreciation, an appropriate useful life must be established for the asset(s), which considers factors such as the type of construction, nature of the asset used, susceptibility to technological obsolescence or technological developments in the particular area, historical data, and the renewal and replacement policies followed for the assets involved, etc.
- [Appendix B to IRS Publication 946](#), "How to Depreciate Property," contains guidelines for establishing an asset's useful life.



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1.5 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.

1.6 Budget Limitation

Expenditures must not exceed the maximum limits in the COUNTY Agreement budget.

1.7 Expenditures Incurred Outside the Agreement Period

Expenditures charged against program funds may not be incurred prior to the effective date of the COUNTY Agreement or subsequent to the COUNTY Agreement termination, or expiration date. Similarly, current period expenditures related to events or activities that occurred prior to the effective date of the COUNTY 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 COUNTY Agreement between CONTRACTOR and COUNTY are not allowable.

1.8 Unallowable Activities

COUNTY program funds, materials, property, or services must not be used for investments where there is a risk of loss or for the performance of any political activity, the election of any candidate, or the defeat of any candidate for public office.

1.9 Unspent Program Funds

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



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2.0 Allocable Expenditures

For CONTRACTORS that operate programs or provide services in addition to the services required under the COUNTY Agreement, the CONTRACTOR must allocate expenditures to all benefiting programs, activities (including unallowable activities, such as fundraising and investment activities), and funding sources using an equitable basis.

In accordance with the applicable sections of [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 studies, calculation of full-time equivalents, square footage measurements).

Under no circumstances can 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 the COUNTY Agreement, or required by the applicable 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) that 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



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- 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 [Uniform Guidance](#) and any other applicable funding source(s) (i.e., federal, State, and COUNTY agencies) can 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.
- Modified total direct costs, including all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the applicable threshold (e.g., \$25,000 (prior to October 1, 2024), \$50,000) 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 the applicable threshold (e.g., \$25,000 (prior to October 1, 2024), \$50,000) as required by [Uniform Guidance](#).

2.3 Acceptable Indirect Cost Allocation Methods

[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



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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. See [Exhibit D](#) for examples of how to allocate indirect costs using these methods.

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 (see [Exhibit D.1](#) for example).

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 (see [Exhibit D.2](#) for example).

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 (see [Exhibit D.3](#) for example).

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 (see [Exhibit D.4](#) for example).

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



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De Minimis Rate

A CONTRACTOR that does not have a current negotiated (including provisional) federally approved indirect cost rate may elect to charge indirect costs based on the applicable de minimis rate (e.g., 10% (prior to October 1, 2024), up to 15%) 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 (see [Exhibit D.5](#) for example).

2.4 Indirect Cost Limitations

CONTRACTOR must ensure indirect costs charged to the COUNTY program(s) 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 federal, State, or COUNTY agency.

2.5 Cost Allocation Plan

CONTRACTOR must maintain an annual Agency-wide Cost Allocation Plan (Plan), and submit the Plan to the County if required by the COUNTY Agreement, and/or when requested by the COUNTY. The Cost Allocation Plan must be prepared in accordance with the applicable sections of [Uniform Guidance](#), and any other applicable federal, State, and COUNTY requirements (e.g., COUNTY Agreement, COUNTY instructions) and include the following information:

- CONTRACTOR's general accounting policies:
 - 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).
- Identify the CONTRACTOR'S direct, shared, and indirect costs (by category) and describe the cost allocation methodology for each category.
- Signature of CONTRACTOR management certifying the accuracy of the plan.

3.0 Overpayments

If upon audit, or at any time during the Agreement year, it is determined that cost reports or invoices submitted to the COUNTY which were used as a basis for payments to the CONTRACTOR were inaccurate, the COUNTY may determine the total overpayment and require the CONTRACTOR to repay the COUNTY. The COUNTY may withhold payments from CONTRACTOR'S future payments unless otherwise prohibited by federal and/or State regulations.



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D. GOVERNANCE

1.0 Governance Overview

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

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

1.1 Board of Directors' Requirements

Nonprofit agencies doing business with the COUNTY must have a governing board of at least three (3) directors in accordance with State law (e.g., [Sections 12331](#) and [5227](#) of [California Corporations Code](#)). At no time should more than 49% of the persons serving on the board of directors (board or directors) be "interested persons." An "interested person" includes:

- Any person currently being compensated by the CONTRACTOR for services rendered within the previous 12 months, whether as a full-or part -time employee, independent contractor, or otherwise.
- Any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in law, daughter-in-law, mother-in law, or father-in law of any such person (e.g., directors, CONTRACTOR or subcontractor employees).

The majority of the directors should not have a 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. "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.

Directors, officers, and employees of nonprofit corporations with which the COUNTY contracts must not:

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



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Additional details regarding governance and directors' requirements are included in State Law (e.g., [California Corporations Code](#), [Section 12586 of California Government Code](#)).

1.2 Board of Directors' Fiduciary Responsibilities

All members of a nonprofit organization's governing board must perform their duties in good faith and in a manner they believe to be in the best interests of the CONTRACTOR and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. Although directors may delegate management of CONTRACTOR operations, activities, and affairs, to officers, employees, management companies, or committees, the directors are ultimately responsible for the direction and oversight of the organization. Directors' fiduciary responsibilities include, but are not limited to, the following:

- Monitoring the organization's fiscal and programmatic performance.
- Overseeing the organization's risk management, control processes, usage of funds, and protection of the organization's assets.
- Ensuring the organization's compliance with applicable federal, State, and COUNTY regulations.
- Making, reviewing, and/or approving decisions that are in the best interest of the organization (not in the best interest of any individual or other organization). For example, the board should review and approve all significant transactions (e.g., less-than-arm's length transactions, purchases of capital assets, loans, incentive compensation to the organization's management and employees).
- Recognizing and disclosing conflicts of interest.

1.3 Oversight Mechanisms

An organization's governing board must provide for its governance by:

- Adopting and disclosing the organization's governance standards, including director qualifications, responsibilities, and compensation. The standards may 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.4.4](#), "Limitations on Positions and Salaries"). No employee may receive compensation or benefits for more than one organization job. For example, the Chief Executive Officer (CEO) cannot receive compensation or benefits for the job of CEO and another job such as program manager, etc.



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- Adopting and disclosing a code of business conduct and ethics for directors, officers, and employees, and promptly disclosing to the County any waivers (e.g., authorized exemptions, exceptions) of the code affecting organization directors, officers, or employees.
- Reviewing, no less than annually, the CONTRACTOR'S compliance with COUNTY Agreement terms and conditions/provisions (e.g., insurance, internal controls, federal and State reporting, payment requirements for payroll withholding) and report any applicable deviations to the COUNTY .

An organization's governance guidelines and code of ethics must:

- Provide for an annual process to distribute to and obtain from directors, officers and employees written acknowledgments of their adherence to the CONTRACTOR'S governing standards.
- Incorporate a mechanism for disclosing and addressing possible conflicts of interest.
- Provide 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.

1.4 **Board Meetings**

A CONTRACTOR'S board must meet periodically to ensure the directors' fiduciary responsibilities (see [Section D.1.2](#)) are carried out as required. It is recommended a CONTRACTOR'S board meet at least four times a year. Board members may participate in meetings using conference telephone or electronic communication. Additional details are included in State Law (e.g., [Section 5211 of California Corporations Code](#)).

Board meeting minutes must be written (or in any form capable of being converted into clearly legible tangible form), maintained for each meeting, and certified by the board secretary (or an assistant secretary/alternate) in accordance with State Law (e.g., [Sections 5215](#) and [6320](#) of [California Corporations Code](#)). In addition, the meeting minutes should include:

- The names of the board members who are present and absent.
- The date and time the meeting begins and ends.
- A summary of all discussions, deliberations, and actions taken by the board.
- The names of board members making and seconding motions, and a breakdown of the votes on the motions.
- A summary of future action items/steps and who is responsible for them.



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1.5 Audit Committee

The board must establish an audit committee when applicable in accordance and compliance with the Nonprofit Integrity Act of 2004 ([SB 1262 Chapter 919](#)) and State law (e.g., [Section 12586 of California Government Code](#)).

Annual Audit Duties

The Audit Committee:

- Is responsible for making recommendations to the board on the hiring and firing of the CONTRACTOR'S independent auditor to perform annual audits.
- Must confer with the CONTRACTOR'S independent auditor to satisfy audit committee members that the financial affairs of the CONTRACTOR are in order, review each audit and decide whether to accept it, 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 any material weaknesses and/or significant deficiencies identified during an audit.
- 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 CONTRACTOR. The 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 statements 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



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E. REPORTING FRAUD/MISCONDUCT

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

- Requests for bribes/kickbacks/gratuities.
- Favoritism/nepotism in the awarding of COUNTY Agreements, or selection of vendors.
- Embezzlement, theft, or misuse of any COUNTY funds, resources, time, equipment, or information.
- CONTRACTOR or vendor improprieties (e.g., inappropriate or unethical actions/behaviors such as unfair business practices, disregard for laws, abuse of power, corruption, etc.)

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, e-mail, or online to:

Online: <https://fraud.lacounty.gov/>
E-mail: fraud@auditor.lacounty.gov
Call: (213) 89-FRAUD or (213) 893-7283
Toll Free: (800) 544-6861
Fax: (213) 947-5809
U.S. Mail: County of Los Angeles
Department of Auditor-Controller
Office of County Investigations
500 West Temple Street, Suite 514
Los Angeles, CA 90012

F. RESOURCES

As noted in the introduction of this Handbook, the accounting, financial reporting, and internal control standards described in this Handbook are compiled from various federal, State, and COUNTY regulations and guidelines. The sources cited in this Handbook include, but are not limited to, those listed below. CONTRACTORS can refer to these sources for additional information and guidance on the federal, State, and COUNTY regulations and guidelines applicable to their organization (since some regulations and guidelines may not apply to every CONTRACTOR).

- Electronic Code of Federal Regulations - www.ecfr.gov
 - Uniform Guidance - <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>
- Internal Revenue Service - www.irs.gov



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- United States Department of Labor - www.dol.gov
 - Health Insurance Portability and Accountability Act (HIPAA) - <https://www.dol.gov/agencies/ebsa/laws-and-regulations/laws/hipaa>
- The System for Award Management (SAM.gov) - <https://sam.gov>
- The Sarbanes-Oxley Act of 2002 - <https://www.govinfo.gov/content/pkg/COMPS-1883/pdf/COMPS-1883.pdf>
- Financial Accounting Standards Board - <https://fasb.org>
 - Accounting Standards Codification (including Generally Accepted Accounting Principles) - <https://asc.fasb.org>
- State of California
 - Laws (including Corporations, Government, Labor, Civil, and Welfare and Institutions Codes) - www.leginfo.legislature.ca.gov
 - Department of Justice Office of the Attorney General - www.oag.ca.gov
 - Guide for Charities - <https://oag.ca.gov/charities/guide-live>
 - Franchise Tax Board - www.ftb.ca.gov
 - Secretary of the State - www.sos.ca.gov
- COUNTY Board Policy Manual - https://library.municode.com/ca/la_county_-_bos/codes/board_policy
- The Committee of Sponsoring Organizations of the Treadway Commission (COSO) - www.coso.org
 - COSO sponsoring organizations:
 - The American Accounting Association - www.aaahq.org
 - The American Institute of Certified Public Accountants - www.aicpa.org
 - The Government Finance Officers Association - <https://www.gfoa.org>
 - The Financial Executives International - www.financialexecutives.org
 - The Institute of Internal Auditors - www.theiia.org
 - The Association of Accountants and Financial Professionals in Business - www.imanet.org
 - COSO's Guidance on Internal Control Integrated Framework - <https://www.coso.org/guidance-on-ic>

G. HANDBOOK ADMINISTRATION AND INQUIRIES

This Handbook is intended to be a continual work in progress. Changes are made by Auditor-Controller staff on an ongoing basis. As conditions and the accumulation of changes warrant, the online version that is available to COUNTY departments and CONTRACTORS is replaced with the latest version.

COUNTY departments and CONTRACTORS may make inquiries regarding the standards and guidance described in this Handbook by completing the inquiry form linked below. All inquiry forms will be submitted to the Auditor Controller's Countywide Contract Monitoring Division. When submitting an inquiry form, please provide as much information as possible to assist in ensuring all inquiries are properly addressed.

Inquiry Form: <https://forms.office.com/g/HNDS8DL8VX>

Bank Reconciliation Example

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		\$ 36,900.00	

Balance Per Book		\$ 36,950.00	
Less:	Bank Charges	\$ 40.00	
	Post Error	\$ 10.00	\$ (50.00) [1]
Adjusted Book Balance		\$ 36,900.00	

Prepared by: _____ Date _____

Reviewed by: _____ Date _____

[1] Reconciling items.

Indirect Cost Allocation Methods Examples

D.1 - Simplified Allocation Method Example

ABC, Inc. operates two programs, uses direct salaries as their distribution base for indirect costs, and reported the following costs:

Agency-wide Indirect Costs	\$250,000
Program A Direct Salaries	\$100,000
Program B Direct Salaries	\$900,000

Step 1: Classify all costs as either direct or indirect (as indicated above).

Step 2: Calculate the indirect cost rate by dividing the total indirect costs by total direct salaries.

Indirect Costs	\$250,000	
Total Direct Salaries	\$1,000,000	= \$100,000 + \$900,000
Indirect Cost Rate	25%	= $\frac{\$250,000}{\$1,000,000}$

Step 3: Allocate indirect costs to each program by multiplying the indirect cost rate by the direct salaries for each respective program.

Indirect Costs Allocated to Program A	\$25,000	= \$100,000 x 25%
Indirect Costs Allocated to Program B	\$225,000	= \$900,000 x 25%

D.2 - Direct Allocation Method Example

ABC, Inc. operates two programs and conducts fundraising activities. The Agency uses square footage as their distribution base for shared facility rent and maintenance costs and direct costs as their distribution base for indirect costs. ABC, Inc. reported the following costs:

General Administration and General Expenses (Indirect Costs)	\$250,000
Shared Costs: Facility Rent and Maintenance	\$150,000
Program A Direct Costs	\$100,000
Program B Direct Costs	\$850,000
Fundraising Direct Costs	\$50,000

Step 1: Separate costs into three basic categories:

- General Administration and General Expenses (Indirect Costs)
- Direct Programs and Activities
- Fundraising

Step 2: Calculate the percentage of square footage occupied by each program and activity. ABC, Inc.'s facilities have a total of 4,000 square feet and the Agency determined Program A occupies 2,800 square feet, Program B occupies 1,000 square feet, and fundraising activities occupies 200 square feet, respectively.

Program A Square Footage	2,800	70%
Program B Square Footage	1,000	25%
Fundraising Square Footage	200	5%
<u>Total Square Footage</u>	<u>4,000</u>	<u>100%</u>

Step 3: Allocate the shared facility rent and maintenance costs based on the percentage of square footage used by each program and activity.

Shared Costs: Facility Rent and Maintenance	\$150,000	
Shared Costs Allocable to Program A	\$105,000	= \$150,000 x 70%
Shared Costs Allocable to Program B	\$37,500	= \$150,000 x 25%
Shared Costs Allocable to Fundraising	\$7,500	= \$150,000 x 5%

Step 4: Calculate the total direct costs for each program and activity by adding the direct costs to the shared costs allocated to each respective program.

Program A Direct Costs	\$100,000
<u>+ Program A Shared Costs</u>	<u>\$105,000</u>
Total Program A Direct Costs	\$205,000
Program B Direct Costs	\$850,000
<u>+ Program B Shared Costs</u>	<u>\$37,500</u>
Total Program B Direct Costs	\$887,500
Fundraising Direct Costs	\$50,000
<u>+ Fundraising Shared Costs</u>	<u>\$7,500</u>
Total Fundraising Direct Costs	\$57,500

Step 5: Calculate the indirect cost rate by dividing the total indirect costs by total direct costs.

Total Indirect Costs	\$250,000	
Total Direct Costs	\$1,150,000	= \$205,000 + \$887,500 + \$57,500
Indirect Cost Rate	21.74%	= $\frac{\$250,000}{\$1,150,000}$

Step 6: Allocate indirect costs to each program and activity by multiplying the indirect cost rate by the total direct costs for each respective program and activity.

Indirect Costs Allocable to Program A	\$44,565	= \$205,000 x 21.74%
Indirect Costs Allocable to Program B	\$192,935	= \$887,500 x 21.74%
Indirect Costs Allocable to Fundraising	\$12,500	= \$57,500 x 21.74%

D.3 - Multiple Allocation Base Method Example

ABC, Inc. operates two programs and conducts fundraising activities. The Agency uses square footage as their distribution base for indirect facilities costs and modified total costs⁽¹⁾ as their distribution base for indirect administration costs. ABC, Inc. reported the following costs:

(1) *Modified total costs (MTC) are the modified total direct costs (MTDC) plus allocated indirect costs. MTDC includes all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$50,000 (effective October 1, 2024) 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 \$50,000 (effective October 1, 2024).*

Indirect Depreciation	\$100,000
Indirect Interest	\$150,000
indirect Operation and Maintenance Expenses	\$550,000
Indirect General Administration	\$700,000
Indirect General Expenses	\$500,000
Program A Modified Total Direct Costs	\$7,250,000
Program B Modified Total Direct Costs	\$1,500,000
Fundraising Modified Total Direct Costs	\$250,000

Step 1: Establish separate indirect cost groupings based on the benefits provided to the programs and activities. The cost groupings are classified within two broad categories, “Facilities” and “Administration”, and should include the following indirect cost pools:

Facilities

- Depreciation
- Interest
- Operation and Maintenance Expenses

Administration

- General Administration and General Expenses

Indirect Facilities Costs

Indirect Depreciation	\$100,000
Indirect Interest	\$150,000
Indirect Operation and Maintenance Expenses	\$550,000
Total Indirect Facilities Costs	\$800,000

Indirect Administration Costs

Indirect General Administration	\$700,000
Indirect General Expenses	\$500,000
Total Indirect Administration Costs	\$1,200,000

Step 2: Calculate the percentage of square footage occupied by each program and activity. ABC, Inc.’s facilities have a total of 10,000 square feet and the Agency determined Program A occupies 5,000 square feet, Program B occupies 2,000 square feet, fundraising activities occupies 500 square feet, and administration occupies 2,500 square feet, respectively.

Program A Square Footage	5,000	50%
Program B Square Footage	2,000	20%
Fundraising Square Footage	500	5%
Administration Square Footage	2,500	25%
Total Square Footage	10,000	100%

Step 3: Allocate “Facilities” costs to all benefiting programs and activities based on the percentage of square footage used by each program and activity.

Indirect Facilities Costs Allocated to Program A	\$400,000	= \$800,000 x 50%
Indirect Facilities Costs Allocated to Program B	\$160,000	= \$800,000 x 20%
Indirect Facilities Costs Allocated to Fundraising	\$40,000	= \$800,000 x 5%
Indirect Facilities Costs Allocated to Administration	\$200,000	= \$800,000 x 25%

Step 4: Calculate the modified total costs for each program and activity to allocate indirect administration costs by adding the MTDC to the allocated indirect costs calculated above.

Program A - MTDC	\$7,250,000
+ Indirect Facilities Costs Allocated to Program A	\$400,000
Program A - MTC	\$7,650,000
Program B - MTDC	\$1,500,000
+ Indirect Facilities Costs Allocated to Program B	\$160,000
Program B - MTC	\$1,660,000
Fundraising - MTDC	\$250,000
+ Indirect Facilities Costs Allocated to Fundraising	\$40,000
Fundraising - MTC	\$290,000
Program A - MTC	\$7,650,000
Program B - MTC	\$1,660,000
Fundraising - MTC	\$290,000
Total MTC	\$9,600,000
Program A - MTC	\$7,650,000
Program B - MTC	\$1,660,000
Fundraising - MTC	\$290,000
Total MTC	\$9,600,000

Step 5: Calculate the total indirect administration costs.

Indirect Administration Costs	\$1,200,000
+ Indirect Facilities Costs Allocated to Administration	\$200,000
Total Indirect Administration Costs	\$1,400,000

Step 6: Calculate the indirect cost rate by dividing the total administration costs by the total modified costs.

Total Administration Costs	\$1,400,000
÷ Total MTC	\$9,600,000
Indirect Cost Rate	14.58%

Step 7: Allocate “Administration” costs to all benefiting programs and activities based on modified total costs.

Indirect Administration Costs Allocated to Program A	\$1,115,625	= \$7,650,000 x 14.58%
Indirect Administration Costs Allocated to Program B	\$242,083	= \$1,660,000 x 14.58%
Indirect Administration Costs Allocated to Fundraising	\$42,292	= \$290,000 x 14.58%

D.4 - Negotiated Indirect Cost Rate Example

ABC, Inc. operates two programs and has a negotiated indirect cost rate. The negotiated indirect cost rate agreement indicates the Agency’s indirect cost rate is 15% and the distribution base is total direct costs excluding capital expenditures and equipment. ABC, Inc. reported the following costs:

	Program A	Program B
Salaries	\$ 2,000,000	\$ 1,250,000
Benefits	\$ 1,100,000	\$ 400,000
Capital Expenditures	\$ -	\$ 200,000
Equipment	\$ 60,000	\$ 15,000
Travel	\$ 40,000	\$ 25,000
Materials and Supplies	\$ 60,000	\$ 35,000
Total Direct Costs	\$ 3,260,000	\$ 1,925,000

Step 1: Calculate the direct costs distribution base for each program as required by the negotiated indirect cost rate agreement.

	Program A	Program B
Salaries	\$ 2,000,000	\$ 1,250,000
Benefits	\$ 1,100,000	\$ 400,000
Travel	\$ 40,000	\$ 25,000
Materials and Supplies	\$ 60,000	\$ 35,000
Direct Costs Base ⁽¹⁾	\$ 3,200,000	\$ 1,710,000

⁽¹⁾ Direct cost base does not include capital expenditures and equipment.

Step 2: Calculate the indirect costs charged to each program by multiplying the direct costs base for each respective program by the negotiated indirect cost rate.

	Program A	Program B
Direct Cost Base	\$ 3,200,000	\$ 1,710,000
x Indirect Cost Rate	15%	15%
Indirect Costs Charged	\$ 480,000	\$ 256,500

D.5 - De Minimis Rate Example

ABC, Inc. operates two programs and reported the following direct costs:

	Program A	Program B
Salaries	\$ 750,000	\$ 100,000
Benefits	\$ 250,000	\$ 20,000
Equipment	\$ 50,000	\$ 5,500
Travel	\$ 20,000	\$ 7,000
Materials and Supplies	\$ 40,000	\$ 4,000
Rent	\$ 60,000	\$ 12,000
Total Direct Costs	\$ 1,170,000	\$ 148,500

Step 1: Calculate the modified total direct costs (MTDC)⁽¹⁾ for each program.

(1) MTDC includes all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$50,000 (effective October 1, 2024) 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 \$50,000 (effective October 1, 2024).

	Program A	Program B
Salaries	\$ 750,000	\$ 100,000
Benefits	\$ 250,000	\$ 20,000
Travel	\$ 20,000	\$ 7,000
Materials and Supplies	\$ 40,000	\$ 4,000
MTDC⁽¹⁾	\$ 1,060,000	\$ 131,000

(1) MTDC does not include the costs of equipment and rent.

Step 2: Calculate the indirect costs charged to each program by multiplying the MTDC for each respective program by the 15% de minimis rate (effective October 1, 2024)

	Program A	Program B
MTDC	\$ 1,060,000	\$ 131,000
x De Minimis Rate	15%	15%
Indirect Costs Charged	\$ 159,000	\$ 19,650

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
	Bank Posting Error (to be reversed next month)	<u>\$ (2,000.00)</u>
		<u>\$ (120.00) [1]</u>
Adjusted Bank Balance		<u><u>\$ 36,900.00</u></u>

Balance Per Book		\$ 36,950.00
Less:	Bank Charges	\$ 40.00
	Post Error	\$ 10.00
		<u>\$ (50.00) [1]</u>
Adjusted Book Balance		<u><u>\$ 36,900.00</u></u>

Prepared by: _____ Date _____

Reviewed by: _____ Date _____

[1] Reconciling items.

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

I. Overview

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

II. Purpose of Fiscal Audit Review

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

III. Applicable Regulations

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

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

- California Code of Regulations, Title 22

IV. Notification of Review

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

V. Entrance Conference

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

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

VI. Preliminary

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

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

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

VII. Detailed Field Work

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

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

VIII. Summary of Preliminary Results

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

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

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

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

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

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

being discussed.

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

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

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

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

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

X. Issuance of Exit Draft Fiscal Audit Report

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

XI. Exit Conference

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

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

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

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

XII. CONTRACTOR Response to Final Report

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

XIII. DCFS/Probation Response to Final Report

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

XIV. Final Report to the Board of Supervisors

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

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

XV. Establishment of a Repayment Plan

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

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

FOSTER CARE COST PROGRAMS DATA REPORT**COST REPORT INSTRUCTIONS****PURPOSE:**

This form is to report actual, allowable, and reasonable cost information for the Foster Care (FC) program(s). A separate cost report form must be completed for each program operated by the NF

INSTRUCTIONS FOR COMPLETION:

Complete one report for each foster care program (FFA, STRTP, GH, etc.). Each FC program cost reported shall be on an accrual basis consistent with the method used to report costs on the annual Financial Audit Report (FAR) of the Non-Federal Entity (NFE) for their fiscal or calendar year. The total cost reported should agree with the total FC program expenditure reported on the FAR. If the NFE provides other services (for example: day care, on-site education, adult services, transitional housing, etc.), costs must be allocated to the appropriate activities.

Corporate/Licensee Name: Enter the Corporate/Licensee name

Program Name: Enter the FC Program Name (FFA, STRTP, GH, etc.)

Corporate Number: Enter the corporate number issued by the California Secretary of State.

Program Number: Enter the FC program number assigned by the Department (e.g., 1234.18.01).

Reporting Period: Each FC cost report shall be on an accrual basis consistent with the method used to report costs on the annual Financial Audit Report (FAR) for the fiscal or calendar year. For the reporting period, enter the first month and year and the last month and year for the fiscal or calendar year.

COSTS GROUPS: THE COST GROUP DEFINITIONS ARE AS FOLLOWS:**I. Personnel Costs****a. Salary and Wages**

Line 1. **Executive Director Salary:** Report annual salary for person designated as the FC program Executive Director.

Line 2. **Assistant Director Salary:** Report annual salary for person(s) designated as the FC program Assistant Executive Director.

Line 3. **Program Director/Administrator Salary:** Report annual salary of person responsible for the day to day administration of the agency's FC program.

Line 4, 5, 6, and 8. Report necessary and reasonable wages and salary amounts.

Line 7. **Administrative Support Staff:** Report salary for all staff responsible for administrative support to the management team to include, but is not limited to, general clerical duties and maintain

Line 9 and 10. **Social Worker Salary:** Report annual salary for all social workers and/or costs related to contracted direct social work services and activities which include development of needs, :

Line 11. **Other Personnel Costs (attach detail):** Report salaries for staff not mentioned previously.

b. Fringe Benefits and Payroll Taxes

Lines 12-16: Report fringe benefits costs and payroll taxes including employer's contributions to a retirement plan for FC program employees. Other costs include such items as employer-paid disa

II. Operational Costs**a. Operating**

Lines 17-27: Report operating, occupancy, and travel costs, which are reasonable, ordinary, and necessary for the operation of the organization or the performance of the award and are adequate

Note: Costs related to travel include vehicle leases, mileage reimbursement costs, auto loan principal and interest payments, operating costs, and transportation of the youth.

Reasonable annual lease costs for automobile are subject to Internal Revenue Service guidelines for business use that are in effect at the time vehicle costs are incurred.

Vehicle costs incurred from leaseback transactions are unallowable.

III. Service Costs

Lines 28-30: The amount reported includes payments to the foster parents for the cost of, and the cost of providing, but is not limited to the following items: food, clothing, shelter, daily supervision

OTHER REQUESTED INFORMATION AND COSTS:**FUNDRAISING COSTS**

Report fundraising costs and expenses incurred to raise capital or obtain contributions.

EQUIPMENT AND PROPERTY PURCHASED

Report costs for the acquisition of equipment and property used in the FC program.

OTHER EXPENSES PAID WITH DONATED FUNDS

Include other costs paid with donated and raised funds in Column A and enter as the negative amounts as offsets (Column B).

ORGANIZATION & START UP COSTS

Report costs connected with the establishment of the FC program, primarily for new providers.

NUMBER OF YOUTH IN PROGRAM

Report the number of youth in the FC program placed during the reporting period (served at least 14 days or more in a month).

End Worksheet

OTHER EXPENSES PAID WITH DONATED FUNDS

Include other costs paid with donated and raised funds in Column A and enter as the negative amounts as offsets (Column B).

ORGANIZATION & START UP COSTS

Report costs connected with the establishment of the FC program, primarily for new providers.

NUMBER OF YOUTH IN PROGRAM

Report the number of youth in the FC program placed during the reporting period (served at least 14 days or more in a month).

End Worksheet

i, school supplies, personal incidentals, reasonable travel to the child's home for visitation, and liability insurance which covers the child.

FOSTER CARE PROGRAMS COST DATA REPORT

This form is to collect actual allowable and reasonable cost information for the foster care (FC) program(s). The cost data reported must be consistent with Non-Federal Entity's (NFE) calendar or fiscal year audit period and should agree with the total foster care program expenditure reported on the financial audit report (Column A). If the NFE provides other services (for example: day care, on-site education, adult services, transitional housing, etc.), costs must be allocated to the appropriate activity and only the allowable FC program costs are to be reported. Describe the methodology used to allocate costs if other than the standard allocation methodology indicated in current regulations (MPP Section 11-402.8 et seq.) **NOTE:** A separate cost report form must be completed for **each** program operated by the NFE.

Number of AFDC-FC children/youth placed during the reporting period (served at least 14 days or more in a month).....

CORPORATE NAME:		PROGRAM NAME (FFA, STRTP, GH, ETC.)		PROGRAM NUMBER	CORPORATE NUMBER	CORP. FISCAL YEAR (MO/YR-MO/YR)	
COST GROUPS		A	B	C	D	E	F
		TOTAL PROGRAM AND OPERATION COSTS	OFFSETS (From other funding sources i.e. donation)	NET PROGRAM AND ADMIN COSTS (A - B)	PROGRAM COSTS	ADMIN, MANAGEMENT, AND GENERAL (C - D)	PERCENTAGE OF TOTAL COSTS
I. Personnel Costs							
Salary and Wages							
1	Executive Director	\$ 25.00	\$ (5.00)	\$ 20.00	\$ 10.00	\$ 10.00	2.63%
2	Assistant Director	25.00	(5.00)	20.00	10.00	10.00	2.63%
3	Program Director & Administrator	25.00	(5.00)	20.00	10.00	10.00	2.63%
4	Recruitment or Training	25.00	(5.00)	20.00	10.00	10.00	2.63%
5	Direct Care Staff	25.00	(5.00)	20.00	10.00	10.00	2.63%
6	First Line Supervisor	25.00	(5.00)	20.00	10.00	10.00	2.63%
7	Administrative Support Staff	25.00	(5.00)	20.00	10.00	10.00	2.63%
8	Client Support Staff	25.00	(5.00)	20.00	10.00	10.00	2.63%
9	Social Worker Payroll and/or Social Worker Contracts	25.00	(5.00)	20.00	10.00	10.00	2.63%
10	Social Worker Supervisor	25.00	(5.00)	20.00	10.00	10.00	2.63%
11	Other Personnel Costs (attach detail)	25.00	(5.00)	20.00	10.00	10.00	2.63%
Sub-total Salary & Wages		\$ 275.00	\$ (55.00)	\$ 220.00	\$ 110.00	\$ 110.00	28.95%
Fringe Benefits and Payroll Taxes							
12	Payroll Taxes	\$ 25.00	\$ (5.00)	\$ 20.00	\$ 10.00	\$ 10.00	2.63%
13	Health, Dental, Vision, Etc.	25.00	(5.00)	20.00	10.00	10.00	2.63%
14	Retirement	25.00	(5.00)	20.00	10.00	10.00	2.63%

CORPORATE NAME:		PROGRAM NAME (FFA, STRTP, GH, ETC.)		PROGRAM NUMBER	CORPORATE NUMBER	CORP. FISCAL YEAR (MO/YR-MO/YR)	
COST GROUPS		A	B	C	D	E	F
		TOTAL PROGRAM AND OPERATION COSTS	OFFSETS (From other funding sources i.e. donation)	NET PROGRAM AND ADMIN COSTS (A - B)	PROGRAM COSTS	ADMIN, MANAGEMENT, AND GENERAL (C - D)	PERCENTAGE OF TOTAL COSTS
15	Workers' Compensation Insurance	25.00	(5.00)	20.00	10.00	10.00	2.63%
16	Other Costs (attach detail)	25.00	(5.00)	20.00	10.00	10.00	2.63%
Sub-total Fringe Benefits & Payroll Taxes		\$ 125.00	\$ (25.00)	\$ 100.00	\$ 50.00	\$ 50.00	13.16%
Total Personnel Costs		\$ 400.00	\$ (80.00)	\$ 320.00	\$ 160.00	\$ 160.00	42.11%
II. Operational Costs							
17	Accreditation Expense	\$ 25.00	\$ (5.00)	\$ 20.00	\$ 10.00	\$ 10.00	2.63%
19	Amortization Expense	25.00	(5.00)	20.00	10.00	10.00	2.63%
18	Conference, Meetings, In-service Training	25.00	(5.00)	20.00	10.00	10.00	2.63%
19	Depreciation Expense	25.00	(5.00)	20.00	10.00	10.00	2.63%
20	Dues, Membership, and Subscriptions	25.00	(5.00)	20.00	10.00	10.00	2.63%
20	Equipment Leases	25.00	(5.00)	20.00	10.00	10.00	2.63%
21	Insurance	25.00	(5.00)	20.00	10.00	10.00	2.63%
21	Licenses and Permits	25.00	(5.00)	20.00	10.00	10.00	2.63%
22	Office, Postage and Printing Expense	25.00	(5.00)	20.00	10.00	10.00	2.63%
22	Professional & Auditing Fees	25.00	(5.00)	20.00	10.00	10.00	2.63%
23	Repairs & Maintenance	25.00	(5.00)	20.00	10.00	10.00	2.63%
23	Shelter Costs - Building Rent & Leases	25.00	(5.00)	20.00	10.00	10.00	2.63%
24	Shelter Costs - Mortgage Interest, Tax, and Insurance	25.00	(5.00)	20.00	10.00	10.00	2.63%
24	Telephone	25.00	(5.00)	20.00	10.00	10.00	2.63%
25	Recruitment or Training Expense	25.00	(5.00)	20.00	10.00	10.00	2.63%
25	Resource Family Approval	25.00	(5.00)	20.00	10.00	10.00	2.63%
26	Utilities	25.00	(5.00)	20.00	10.00	10.00	2.63%
26	Vehicles & Transportation Expense	25.00	(5.00)	20.00	10.00	10.00	2.63%
27	Other Operational Costs (attach detail)	25.00	(5.00)	20.00	10.00	10.00	2.63%

CORPORATE NAME:		PROGRAM NAME (FFA, STRTP, GH, ETC.)		PROGRAM NUMBER	CORPORATE NUMBER	CORP. FISCAL YEAR (MO/YR-MO/YR)	
COST GROUPS		A	B	C	D	E	F
		TOTAL PROGRAM AND OPERATION COSTS	OFFSETS (From other funding sources i.e. donation)	NET PROGRAM AND ADMIN COSTS (A - B)	PROGRAM COSTS	ADMIN, MANAGEMENT, AND GENERAL (C - D)	PERCENTAGE OF TOTAL COSTS
Total Operational Costs		\$ 475.00	\$ (95.00)	\$ 380.00	\$ 190.00	\$ 190.00	50.00%
III. Services Costs							
28	Total Paid to Certified Family Homes	\$ 25.00	\$ (5.00)	\$ 20.00	\$ 10.00	\$ 10.00	2.63%
29	Family Engagement & Support	25.00	(5.00)	20.00	10.00	10.00	2.63%
30	Other Direct Service Costs (attach detail)	25.00	(5.00)	20.00	10.00	10.00	2.63%
Total Services Costs		\$ 75.00	\$ (15.00)	\$ 60.00	\$ 30.00	\$ 30.00	7.89%
TOTAL		\$ 950.00	\$ (190.00)	\$ 760.00	\$ 380.00	\$ 380.00	100.00%

CDSS USE ONLY							
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FOSTER CARE PROGRAM REVENUE REPORT

CORPORATE NAME:		PROGRAM NAME (FFA, STRTP, THP, ETC.)
CORPORATE NUMBER	PROGRAM NUMBER	CORP. FISCAL/CALENDAR YEAR (MO/YR-MO/YR)

REVENUE GROUPS		PROGRAM REVENUE
I. Program Revenue (including infant supplement, etc.)		
1		\$ -
2		-
3		-
4		-
TOTAL Direct Program Revenue		\$ -

II. Other Revenue		OTHER REVENUE
(Donations, Fundraising, Refunds, Etc.)		
5		\$ -
6		-
7		-
8		-
TOTAL Other Revenue		\$ -

GRAND TOTAL REVENUE	\$ -
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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
 Fiscal Compliance
 Attn: Financial Specialist
 Email: CAD-Compliance@dcfs.lacounty.gov

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name _____ Employee Name _____

Contract No. _____

GENERAL INFORMATION:

Your employer referenced above has entered into a Master Contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced Master Contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Master Contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Master Contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Master Contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other contractors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

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

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced Master Contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County contractors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this Master Contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name _____

Non-Employee Name _____

Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a Master Contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced Master Contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Master Contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Master Contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Master Contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other contractors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

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

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced Master Contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County Contractors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this Master Contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

31-405	SOCIAL WORKER RESPONSIBILITIES FOR PLACEMENT	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 2016)

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

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax.

However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2016 are less than \$53,505 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following.

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you must notify

the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2017.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at www.irs.gov/formspubs. Or you can go to www.irs.gov/orderforms to order it.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

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

PAYMENT RESOLUTION NOTIFICATION

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

Procedural Guide
E060-0530
OVERPAYMENT POLICY

Date Issued: **10/24/12**

- New Policy Release
- Revision of existing Procedural Guide E060-0530, Overpayments, dated: 02/19/02

Revision Made: This is a complete re-write of the existing 2/19/02 policy. It has been written in the revised format, and updated to ensure compliance with all State and Federal requirements.

Cancels:

POLICY/BACKGROUND STATEMENT

The Department continues to focus on the three priority outcomes. We have identified improved safety for children, reduced reliance on out-of-home care, and improved timelines to permanency. Timely permanence is achieved, with the first permanency option being reunification, followed by adoption and legal guardianship with a relative followed by legal guardianship with an unrelated caregiver.

APPLICABLE TO

This Management Directive is applicable to Title IV-E Overpayments Collection.

WHAT CASES ARE AFFECTED

The Procedural Guide is an update to the new format, a revision of all sections regarding state regulations applicable to Aid to Families of Dependent Children – Foster Care (AFDC-FC) identification of overpayments and collection of overpayments from foster care providers. This policy is to ensure regulatory compliance standards continue to be met. This policy is applicable to all new and existing referrals and cases in which AFDC-FC overpayments were or have been discovered on or after 7/1/2009 regarding foster care providers.

OPERATIONAL IMPACT

Welfare and Institutions Code (WIC) Section 11004 requires that overpayments, which occur in public social services programs, be collected. Senate Bill 84 adopted various statutes to implement the Federal Improper Payments Act of 2002. This bill directed the State to update and create regulations defining overpayments and allowing for the collection of overpayments from all forms of foster care providers, including GHs or FFAs. As all forms of foster providers are subject to overpayment collection, this policy will address discovery of overpayments and determinations regarding the collectability of overpayments. The policy will note the different criteria governing the determination regarding collectability of overpayments from single foster homes relatives, non-related family members (NERFM) and non related legal guardians versus the criteria governing collectability of overpayments from GHs and FFAs. The policy will also review the type of due process required for all foster care providers, outlining the rights of the foster providers to request either or both an informal and/or State Fair Hearing (SFH) to dispute the overpayment discovered by the County. Last, the policy will address when an overpayment is collectible and identified for purposes of federal remittance of the 60% share along with the reporting process for uncollectible or uncollected debt to the California Department of Social Services (CDSS).

Definition of an Overpayment

An “overpayment” will be any amount of aid paid which a foster care provider received on behalf of a child to which the provider was not entitled, or an expenditure made by a Foster Family Agency or a Group Home provider not in conformity with WIC Section 11-404. A “Foster Care Provider” includes, but is not limited to, Group Homes (GHs), Foster Family Agencies (FFAs), Small Family Homes, Foster Family Homes (FFHs), Relative Homes (RHs), Non-Related Extended Family Members (NREFMs), and Non-related Legal Guardians (NRLGs). (See CDSS Eligibility and Assistance Standards (EAS) 45-304.1.11.)

The amount a provider is not entitled to is “an amount paid for any period of time in which the foster child was not cared for in that home” (CDSS EAS 45-304.122). However, if an AFDC FC eligible child is temporarily absent from an eligible facility, not more than 14 days, for school, work or training, hospitalization, visiting, vacationing, emergency circumstance, the County may make payment to the eligible facility in order to continue to meet the child’s needs. (CDSS EAS 45-302). An expenditure made by a Foster Care Provider can include payments in which a child was not in the home and will also include those expenditures not in conformity with the items outlined in Section 11-404 (CDSS EAS 45-304.11, 11-404, 11-403(c) and 11403.8.

PROCEDURES

A. WHEN: NEW DETECT LISTING INDICATES A POTENTIAL OVERPAYMENT

Overpayment/Recovery Staff Responsibilities:

1. Receive a new Overpayment Detect listing and/or assignment of potential overpayment from Eligibility (ES).
2. Access APPS, CWS/CMS and the Automated Overpayment Collection System – Integrated Financial System (IFS).
3. Review and reconcile the data on the computer systems to verify the reason for the overpayment.
 - a. If APPS, CWS/CMS and the IFS are consistent, proceed with step B. or C.
 - b. If APPS, CWS/CMS and the IFS are not consistent, contact the regional Eligibility Supervisor (ES)/Eligibility Worker (EW)/CSW and resolve the inconsistent information.

B. WHEN: THERE IS AN INVALID OVERPAYMENT/BUDGET CODING

An invalid overpayment is caused by a budget coding error. All or part of the overpayment may be invalid.

Overpayment/Recovery Staff Responsibilities:

1. Review the APPS, CWS/CMS and IFS. Determine if the regional EW's corrective budget action eliminated the overpayment on APPS.
 - a. If the corrective budget action eliminated or decreased the overpayment, enter the overpayment status code, appropriate adjustment code, and comments on the Automated Overpayment Collection System. If there is a legitimate partial overpayment remaining, proceed to step 5.
 - b. b. If the corrective budget action did not function or did not eliminate the overpayment, forward the information to the ES.

Eligibility Supervisor Responsibilities:

1. Inform the regional ES/EW/CSW via e-mail to advise them of the need for corrective action to eliminate the overpayment.

C. WHEN: THERE IS A DISCOVERED OVERPAYMENT

Overpayment/Recovery Staff Responsibilities:

1. Determine the type of foster care provider and if the overpayment is collectible or uncollectible (See section “D” to determine if collectible or uncollectible. The criteria noted in section “D” does not apply to GHs or FFAs. See section “E” regarding uncollectable criteria for GHs and FFAs.
 - a. Access the APPS and IFS and enter the overpayment status code, adjustment and comments. The following must be documented:
 - Amount of the overpayment;
 - Date of discovery of the overpayment;
 - The actual days overpaid and/or identify the expenditure not in conformity with State Regulation 11-404.
 - Aid code for which the overpayment was made;
 - Description of the circumstances that resulted in the payment error.

NOTE: Overpayment recovery will not be initiated when it has been more than one year since the initial discovery of an overpayment. The date of discovery is controlling, not the date of the actual overpayment. The initial discovery of the overpayment may occur more than one year after the actual overpayment occurred and recovery will be sought.

D. WHEN: DETERMINING IF THE OVERPAYMENT IS UNCOLLECTIBLE FROM A FFH, RH, NRLG OR NREFM

Overpayment/Recovery Staff Responsibilities:

1. An overpayment will **not** be collected from a FFH, RH, NRLG or NREFM when any of the following conditions exist:
 - a. The overpayment was exclusively the result of a County administrative error.
 - b. Neither the County nor the provider was aware of the information that would establish that the child was not eligible for foster care benefits in the provider’s home.

- c. The provider did not have knowledge of, and did not contribute to, the cause of the overpayment(s).
- d. The cost of the collection exceeds the amount of the overpayment, i.e. costs which the County will consider when determining the cost effectiveness to collect are total administrative and personnel costs, legal filing fees, investigative costs, and any other costs which are applicable. (This will require a Director's Write-Off. See Management Directive #11-03, dated 11/10/11.)
- e. If the above circumstances in (a), (b), or (c) occur, this is considered an Uncollectible Overpayment. The staff will request a voluntary repayment (SOC 841). If the circumstance is as set forth under (d) above, Director's Write-Off, no further attempts to collect, including voluntary repayment, will occur.
 - Initiate the SOC 841, Notice of Overpayment and Request for Voluntary Repayment. If the provider does not respond, no further collection efforts are to be made. The overpayment remains an "Uncollectible Overpayment."
 - If the caregiver agrees to a voluntary repayment of the overpayment, determine the method of payment:
 1. Voluntary lump sum repayment;
 2. Voluntary repayment agreement; or
 3. Voluntary grant offset.
 - Complete the Voluntary Repayment Agreement as appropriate.
- f. If any of the circumstances listed in 1 a, b, c, or d have occurred and the overpayment remains uncollectible or should not be pursued, the staff will ensure that the documentation required by Management Directive # 11-03 is reviewed and prepared. Further, ensure that the report and supporting documentation are included in the monthly report to the State Department of Social Services regarding uncollectible overpayments.

NOTE: Caregiver and Department of Children and Family Services (DCFS) staff must sign the Voluntary Repayment Agreement. Regulations do not prevent counties from collecting an overpayment that results from the payment of aid paid pending.

E. WHEN: DETERMINING IF THE OVERPAYMENT IS UNCOLLECTIBLE FROM A GH OR FFA

Overpayment/Recovery Staff Responsibilities:

1. An overpayment is not collectible from a GH or FFA under the following conditions:
 - a. The GH or FFA is no longer in business (CDSS EAS 45-304.126).
 - b. The GH or FFA is no longer licensed by the State Department of Social Services (CDSS EAS 45-304.126);
- If the overpayment involved payment to a GH or FFA for periods of time when the child was not in the home, and it is discovered during the process that the agency has gone out of business or is no longer licensed by the CDSS, the County will not take any further action or activity which could lead to the establishment of an overpayment. The County is required to contact the CDSS and seek prior written approval from CDSS to continue to take action to collect. If CDSS denies the County the right to collect, the overpayment will be uncollectible and the Department will be relieved from repayment of the federal share (CDSS EAS 45-304.126); (a) and (b) and WIC 11466.23(c)(1)(C).
- If the overpayment involved a GH or FFA which identified expenditures not in conformity with State Regulation 11-404, the County will not initiate a financial or fiscal audit nor will it take any action in furtherance of an existing financial or fiscal audit. The County will not perform any activity that could lead to the establishment of an overpayment. Again, the County is required to contact CDSS and seek prior written approval of CDSS to continue to take action to collect. If CDSS denies the County the right to collect, the overpayment will be uncollectible and the County will be relieved from repayment of the federal share (CDSS EAS 45-304.126); (a) and (b) and WIC 11466.23(c)(1)(C).
- Again, under these circumstances no voluntary attempts (SOC 841) to collect the overpayment should be attempted, if the CDSS does not authorize collection processes to continue.
- The following will be maintained in DCFS files indefinitely: 1) Letter to CDSS regarding the overpayment and closure or loss of license and requesting direction on collection within 30 days; 2) CDSS written response denying collection or documentation of no response from CDSS authorizing collection within 30 days; 3) All supporting documentation regarding the discovery of overpayments including, but not limited to, signed vouchers, Auditor Controller Reports, documentation on attempts to resolve the amount, information supporting the closure and/or lack of licensure of the GH or FFA; 4)

Any other records developed up to and including the written response or lack thereof, from CDSS denying the ability to take further action to collect.

- c. If the cost of the collection exceeds the amount of the overpayment, (i.e. costs which the County will consider when determining the cost effectiveness to collect are total administrative and personnel costs, legal filing fees, investigative costs, and any other costs which are applicable) see Management Directive #11-03 regarding Director's Write-Off and preparation of the report for documentation and reporting to the CDSS as an uncollected debt (CDSS EAS 45-304.125 and WIC 11466.23(c)(1)(B)).

F. WHEN: THE OVERPAYMENT IS DETERMINED COLLECTIBLE FROM THE FOSTER CARE PROVIDER

Overpayment/Recover Staff Responsibilities:

1. GH, FFA, FFH, RH, NRLG, NREFM.

Take the following steps:

- a. Determine from whom the overpayment may be recovered;
 - b. Document the amount of the overpayment;
 - c. Document actual dates of the overpayment and/or the items not in conformity with State Regulation 11-404.
 - d. Document the date the overpayment was discovered. (This is the date it was determined that the amount was a valid, collectable overpayment);
 - e. Enter the Aid code for overpayment;
 - f. Document the reason that the overpayment occurred.
2. Complete the NA 1261, Notice of Action sending two (2) copies to the provider and maintain one copy in the overpayment file. Document by proof of mailing or by cover letter the date the NA 1261 was mailed. If this is a GH or FFA overpayment identified by Audit, ensure that all other necessary documents are also issued with the NA 1261 (Audit Report, FCAP, etc.)
 3. Log the information regarding the NA 1261 into the SB 84, Control Log (in Excel).

4. Set a control date for a 30-day response for request of an Informal Hearing and a 90-day response to verify if a request for SFH has been made to the DCFS Appeals State Hearing Unit.

NOTE: The foster care provider has 30 days from the mailing of the NA 1261 to either fully pay the overpayment, enter into a mutually agreed upon repayment plan or provide a written request for Informal Hearing. If the foster care provider does not request a 30-day Informal Hearing, the foster care provider will have 90 days from the date of mailing the NA 1261 to request a SFH. Failure to request an informal review of the County overpayment determination, either by Informal Hearing or SFH, will result in the overpayment being identified for collection two (2) days after the date the overpaid foster care provider's time frame to request review has elapsed or has been exhausted.

- a. An overpayment will only be collected from a provider who actually received the overpayment. Overpayments will not be collected from subsequent providers who provide care to a child for whom overpayment was assessed.
- b. For recoupment of overpayments made to GHs and FFAs which are not in conformity with State Regulation 11-404, the repayment will reduce any subsequent payments by an amount equal to the amount of the administrative portion of the monthly payment to the provider using an offset methodology indicated in State Regulation 45-305 (CDSS EAS 45-304.33). The Department can consider other forms of grant offset and, by analogy to other regulations, could allow offset up to the amount of 10% of the monthly administrative portion.
- c. If the overpayment is for periods of time when the child was not present in the care of the foster provider, and the child for whom the overpayment was assessed is no longer in the home of the provider, grant adjustment and grant offset will not be used to recover the amount of the overpayment. This applies even if the provider is caring for other foster care children. However, if the child is still in the care of the foster care provider:
 - Determine the appropriate recovery method and the amount to be recovered.
 1. Voluntary lump sum repayment;
 2. Voluntary repayment agreement; or
 3. Voluntary grant offset.

- Explain “voluntary grant offset’ to the caregiver who is still providing foster care to the child for whom the overpayment is assessed.
 1. If the caregiver is willing to voluntarily repay the overpayment, complete a written agreement with the caregiver indicating the amount of the overpayment and include the repayment schedule. Ensure the caregiver signs and dates the agreement.
 2. If this is an overpayment for a GH or FFA and it includes expenditures not in conformity with CDSS EAS 11-404 as a result of an Auditor Controller Report, provide the necessary information to the Treasurer Tax Collector (TTC) if a voluntary settlement agreement has been reached.

G. WHEN: GH, FFA, FFH, RH, NRLG OR NREFM RESPONDS TO AN OVERPAYMENT NOTICE WITH CASH, CHECK OR MONEY ORDER

Overpayment/Recovery Staff Responsibilities:

DCFS has a “collections account” that provides timely deposits of collected revenue and eliminates the risk of loss of funds. This is an interdepartmental collaboration with the Treasurer-Tax Collector and DCFS. The account is known as the “Sweep Account for Overpayment Collections.”

1. Receive payment in the following manner:
 - a. Cash;
 - b. Check; or
 - c. Money order
2. If paid by check or money order, confirm the following:
 - a. Amount indicated is the same both in written section and the dollar amount section.
 - b. Confirm that it is signed.
 - c. Checks should be made payable to DCFS and/or County of Los Angeles.
3. Complete the payment control log. Annotate the cross-reference to the GH/FFH/relative/foster parent. Photocopy the check or money order. Annotate on the payment control log the following:
 - a. Check number;

- b. Invoice number;
 - c. Amount submitted.
4. Initial the check or money order.
 5. Endorse, by stamping all checks and money orders 'for deposit only' immediately.
 6. If cash is received, ensure that a non-vested designated person witnesses the amount and receipt.

NOTE: It is illegal to photocopy cash. All case transactions will be witnessed and verified by staff with non-vested interest.

7. Reconcile the payment control log with the cash, checks and/or money orders received.
 - a. If the list and amounts are not reconciled, proceed with step 2 above until accountability is accomplished.
8. Deliver the cash, checks, and deposit forms to the Finance Deposit Unit.
9. Deliver one copy of the checks, supporting documents and deposit forms to the Overpayment Recovery Unit Clerk.

NOTE: The Unit Clerk will enter/post payments to the Automated Overpayment Collection system. The Unit Clerk will forward the copy of the checks, supporting documents and payment control log to the appropriate overpayment Account Clerk.

Reconciliation Staff Responsibilities:

1. Finance Deposit Unit identifies inconsistencies on the Deposit Forms.
2. Receive Deposit Permit Report from e-CAPS.
3. Reconcile e-CAPS report to the Cash deposit log.

Quality Assurance Staff Responsibilities:

1. Conduct a random sampling of all Overpayment Recovery Unit activities.
2. Complete a report of the findings and deliver the report to the manager.

H. WHEN: GH, FFA, FFH, RH, NRLG OR NREFM RESPONDS TO AN OVERPAYMENT NOTICE WITH A WRITTEN REPAYMENT PLAN

Overpayment/Recovery Staff Responsibilities:

1. When the County and caregiver reach a mutually agreed upon repayment plan solely related to overpayments of aid when the child was not in the home:
 - a. Access the IFS and review the specific ledger and statement.
 - b. Enter the status and comments.
 - c. Complete and sign voluntary repayment agreement and ensure provider reviews and signs.
 - d. Set a control for receipt of all agreed upon monthly payments.

NOTE: There are no State Appeals Hearing rights regarding overpayments made to foster care providers, including GHs and FFAs where the claimant entered into a voluntary repayment agreement.

I. WHEN: GH, FFA, FFH, RH, FOSTER PARENT, NRLG OR NREFM RESPONDS TO AN OVERPAYMENT NOTICE WITH A WRITTEN REQUEST FOR AN INFORMAL HEARING AND OR STATE FAIR HEARING

Administrative Assistant Responsibilities:

Informal Hearing Requested

1. When an Informal Hearing Request is received:
 - a. Access the Hearing Control Log entering the status and comments.
 - b. Forward the Informal Hearing request and any attached supporting documentation to the ES for review.
2. Contact the provider and schedule date, time and location of informal hearing. Give the provider a written notice of the time and place of the informal hearing, not less than ten (10) days prior to the hearing date.
3. The notice will provide a scheduled date, time and location information to the Informal Hearing designee. The notice should also provide a contact number for the Informal Hearing designee to assure contact can be made at the location where the Informal Hearing will occur. (See Notice form to

Single Family Foster Home/Relative/Legal Guardian/NERFM and Notice for to Foster Family Agency/Group Homes.)

Overpayment/Recovery Eligibility Supervisor Responsibilities:

1. Review for completeness the Informal Hearing Request and any attached documentation.
2. Obtain any additional supporting documentation to confirm the disputed overpayment.
3. Forward the Informal Hearing Request and supporting documentation to the designee who will be conducting the hearing.

Informal Hearing designee Responsibilities:

1. The Informal Hearing designee will be a person designated by the County, knowledgeable in the subject area and will not be the person who made the initial overpayment decision or the person who supervised the person who made the initial overpayment decision.
2. At the time of the Informal Hearing the Informal Hearing designee will discuss with the provider and will be limited to considering the following:
 - a. The informal hearing will be limited to consideration of the correctness of the initial overpayment determination for any foster provider. If the foster provider is a Foster Family Home, Relative Home, NERFM or non-related Legal Guardians, the Informal Hearing designee will determine whether any of the following conditions in CDSS EAS 45-304.123 exist: in Section 45-304.123:
 - The overpayment was exclusively the result of a County Administrative error;
 - Neither the County nor the provider was aware of the information that would establish that the child was not eligible for foster care benefits in the provider's home;
 - The provider did not have knowledge of, and did not contribute to the cause of the overpayments.
3. If asked by the provider or questions arise regarding voluntary repayments, the County may discuss methods of voluntary overpayment recovery, as appropriate.
4. After the hearing, the County employee who conducted the informal hearing will prepare a letter, which contains the decision on each issue considered

at the informal hearing and set forth all regulations, which support the written decision. The decision will be mailed to the provider. The written decision will also inform the provider that they can appeal the informal hearing decision at a formal state fair hearing. A copy of the written decision will be retained in the overpayment case.

5. When an informal hearing is requested, it suspends the 90 day period the provider has to request a State Fair Hearing. Therefore, when the written decision regarding the informal hearing is mailed, it restarts the time period for a request for a State Fair Hearing. The provider will have 90 days to request a State Fair Hearing from the date of mailing of the decision. Therefore, DCFS needs to assure that the date of mailing is accurately recorded either by proof of service or verification that the decision was placed in the U.S. mail on a specified date.
6. If a provider requests an informal hearing and withdraws or fails to appear at the informal hearing, the provider will have 90 days from the date of withdrawal or failure to appear, whichever ever occurs first, to request a State Fair Hearing (CDSS EAS 45-306.3).
 - a. If the Informal Hearing designee receives a telephone call or a letter withdrawing the request for informal hearing, the Informal Hearing designee will send a confirming letter regarding the telephone call or receipt of the letter. The letter will also include a statement that the provider will have 90 days from the date of withdrawal to request a State Fair Hearing.
 - b. If the Informal Hearing designee sets a hearing and the person fails to appear at the set time, date and location, the Informal Hearing designee will attempt to contact the provider by telephone after waiting 45 minutes for their appearance. If the party is reached, the Informal Hearing designee can determine good cause and re-schedule the hearing. If the party is not reached, the Informal Hearing designee will issue a letter. The letter will indicate that an informal hearing was scheduled on the set time, date and location and will attach the notice issued. The letter will further state that the failure to appear concluded the informal process and that the provider will have 90 days from the date of failure to appear to request a State Fair Hearing.

Formal State Fair Hearing Requirements:

1. The foster care provider can request either or both the informal hearing and State Fair Hearing. The staff tracking the administrative rights of the foster care provider will consider the following, prior to determining the regulatory hearing processes have concluded.

- a. No Request Received for Either Informal or State Fair Hearing: If the foster care provider never requested review of the County determination on an overpayment, either by informal hearing within 30 days of mailing the NA 1261 or a State Fair Hearing within 90 days of mailing the NA 1261, upon the 92nd day, the overpayment is identified and the providers time frame to request review has lapsed and the overpayment is collectible.
- b. Request for Informal Hearing: If the foster care provider requests an informal hearing. See Informal Hearing designee above in steps 5 and 6. If no State Hearing is requested within 90 days of the issuance of the Informal Hearing Decision, 90 days after withdrawal or 90 days after failure to appear at the informal hearing, the overpayment will be identified for collection on the 92nd day, the date the overpaid provider exhausted administrative processes.
- c. Request for State Fair Hearing after Receipt of Decision in Informal Hearing or absent a request for Informal Hearing: If an informal hearing is requested and conducted, the 90 day period to request a State Fair Hearing is suspended until DCFS issues an informal decision after hearing. The person requesting the informal hearing will have 90 days from the date the decision is mailed to request the State Fair Hearing. (See steps 5 and 6 above.)
- d. DCFS can verify with the DCFS Appeals State Hearing Unit if they have received a request for State Fair Hearing and if so, what date occurred.
 - If a State Fair Hearing has been requested, the amount is not collectible until the administrative process is exhausted. DCFS must await the decision of the Administrative Law Judge and proceed, as ordered.
 - If no request for a State Fair Hearing has occurred, the administrative process will be considered exhausted on the 92nd day, and the overpayment will be identified and collectible.

J. WHEN: NO RESPONSE IS RECEIVED FROM A GH, FFH, RH, NRLG OR NREFM

Overpayment/Recovery Staff Responsibilities:

1. At the control date (30 days), (see step 4 on page 8), if the provider does not return the overpayment, enter into a mutually agreed-upon repayment plan, or has not requested an Informal Hearing. (If the provider requested an Informal Hearing, see Informal Hearing designee Responsibilities, Informal Hearing Request above.) Call the agency and continue to make additional attempts to voluntarily resolve payment issue(s), during the 90

day period. Do not discuss with the agency State Fair hearing rights. If questions are asked, refer them to the NOA 1261 and any other documents, issued regarding their rights to dispute the overpayment.

2. If the provider has requested a 30 day Informal Hearing, contact the person designated to hear the matter regarding the date set. Thereafter, request the date the hearing decision was mailed to the foster care provider. Set a 90 day control date, from the date of mailing to determine if the provider requests a State Fair hearing.
3. If no Informal Hearing was requested, await the control date of 90 days, to determine if the provider returns the overpayment, enters into a mutually agreed upon repayment plan or requests a State Fair Hearing. If by the 92nd day, there is no request for review of the County overpayment, the amount(s) will be deemed collectible and identified. (If the provider did request a State Fair Hearing, see Formal State Fair Hearing Requirements on page 14. Do not process collection until exhaustion of the administrative hearing process or the foster provider determines to enter a voluntary agreement.)
4. If payment issue is not resolved and administrative due process has lapsed or been exhausted, 92 days from the date of mailing the NA 1261 or two (2) days after the exhaustion of administrative due process, the overpayment is now identified and an aid claim adjustment for the federal share is required. The overpayment is now collectible and no further options to dispute the County determination of overpayment are required. The County can collect under the involuntary processes set forth in CDSS EAS 45-305.3, if the provider continues to refuse to enter into a voluntary repayment plan.
 - a. Upon the 92nd day, two days after the date the overpaid provider's time frame to request administrative review has elapsed, the overpayment is considered identified. The County will remit the federal share to CDSS no later than 20 calendar days after the end of the month in which the overpayment was identified by making an aid claim adjustment in the amount equal to the federal share.
 - b. For voluntary repayment by any type of foster care provider, see Section F. step 4.c.
 - c. For involuntary repayment for foster family homes, relative homes, NERFMs and non-related legal guardianships. These actions will only be used when voluntary agreements to repay have failed or there has been a failure of repayment under the provisions of a voluntary agreement. Below is the priority of involuntary collection.
 - Grant adjustment. The overpayment is due to aid paid when the child was not in the home of the provider agency (CDSS EAS 45-

304.122). The subject child remains in the home or agency of the foster care provider. Grant offset is not available when the provider is caring for different children other than the child for whom the overpayment was assessed. DCFS can deduct no more than 10% of the total monthly grant, each month (CDSS EAS 45-305.321).

- Collection of interest. Interest will be calculated based on principal and interest of 5 percent of the annual income prorated on a monthly basis, with simple interest on the overpayment amount based on the Surplus Money Investment Fund. Interest can not be collected if it will cause financial hardship for the provider to provide adequate care. Interest can not be collected if 1) the payment was made to meet the child's needs while the child was absent from the home; 2) the overpayment was the exclusive fault of the County; or 3) the provider did not contribute to the overpayment. (See CDSS EAS 45-305.331-332.)
 - Civil Judgment. If the provider fails to comply with a voluntary agreement, a demand for repayment and a grant offset is not available as the provider is no longer providing services to the child for whom the overpayment was assessed, the County will, unless the costs exceed the amount of the overpayment by instigating civil action, obtaining a judgment, recording abstract of civil judgment, executing a civil judgment or providing the information that the cost of the above described actions will exceed the amount of the overpayment to allow for a Director's Write-Off of the amount. (See MD #11-03, dated 11/10/11).
- d. For involuntary repayment for Group Homes and Foster Family Agencies. These actions will only be used when voluntary agreements to repay have failed or there has been a failure of repayment under the provisions of a voluntary agreement. The County is to follow the priority of involuntary collection procedures set forth in Administrative Standards for Eligibility and Assistance Programs AFDC-Foster Care Rates (EAS), Section 11-402.66. Per MPP 45-305.34, the term "County" in MPP 11-402.66 (and sub-sections), is to be substituted for the word "Department" wherever it appears in MPP 11-402.66. The priority of collection processes for Group Homes and Foster Family Agencies is as follows:
- Lump sum payment. The GH/FFA can choose one payment or the GH/FFA re-payments over a 12 month period. No interest to be assessed if an amount under \$100,000 is paid in 6 months. No interest to be assessed if an amount over \$100,000 is paid in 12 months. From the date of the executed agreement, interest shall not be assessed. If this is a self reported overpayment by the FFA or Group Home and 30 days have not elapsed, the FFA or GH has the right of reconciliation. If they fail to reconcile the self reported

overpayment within the 30 day period pursuant to 11-402.632(a), speak to county counsel regarding additional activities required by the FFA or GH. Have the county counsel review the regulations and the attempted at reconciliation, prior to determining the GH/FFA was provided the opportunity to reconcile the “overpayment” amount in the audit and failed. A group home provider who fails to reconcile in accordance with Section 11-402.632(a)(1) shall be subject to Sections 11-402.3, 11-402.5, and 11-402.6. This is satisfied by the pre-exit and final exit conference provided by the Auditor Controller’s Office. Further, the County can use a balancing process whenever an amount is owed to a provider by crediting the amount owed towards repayment of a sustained overpayment. (CDSS EAS .11-402.662)

- Demand for repayment agreement. 30 days after overpayment is identified or 30 days from the postmark date of letter notifying the GH/FFA of the demand for overpayment agreement, **after the informal hearing and State Fair Hearing processes have completed**, either by actual hearing in favor of DCFS or failure of the GH/FFA to request either hearing, the GH/FFA can enter into a repayment agreement. This agreement is required to contain specific language set forth in CDSS EAS 11-402.663 (a) thru (g). The repayment agreement will set forth a repayment schedule to repay amounts, which include interest, not to exceed a 9-year period. Interest begins to accrue on the date of issuance of the audit report containing the overpayment amount. The minimum monthly amount, including interest, will be 3% of the program’s monthly income. Interest will be based on simple interest calculations (see calculations set forth in CDSS EAS 11-402.663(c)1-3). This agreement may be re-negotiated if it results in severe harm to children in placement and specified conditions exist (conditions set forth at 11-402.663(g) 1 & 2). (CDSS EAS 11-402.663)
- Mandatory repayment agreement. When the GH/FFA provider fails to enter into the repayment agreement in the above bullet or there are three (3) outstanding payments on a repayment agreement before the overpayment is repaid, the County can set forth a mandatory repayment agreement in accordance with WIC 11466.22(d)(4). The requirements and the amount can be raised to an amount which will assure it is repaid in seven (7) years. Otherwise, the repayment period is not to exceed seven (7) years, minimum monthly amount will be 5% of the monthly income, including interest, and can be collected by off setting against the current group home provider reimbursement rates (CDSS EAS 11-402.664).

- Administrative offsets MPP 45-304.33, the County will employ an offset to the administrative portion of subsequent payments by the method noted MPP 45-305. (See Section J. step 4.c. above).
- Additional Action/Supplements to Rate. In addition to the collection process in the 2nd bullet under d. on page 17, when a GH/FFA is subject to mandatory repayment the following requirements apply; a) In addition to the repayment reduction of 11-402.664, 50% of any California Necessities Index (CNI) increases and any adjustments to the Standardized Schedule of Rates in the AFDC-FC program will be withheld and applied and b) The GH/FFA program will be ineligible to receive program change that results in an increased rate classification level (RCL) until the amount is recovered or a waiver is granted by CDSS. (If waiver granted and an increased RCL occurs, it will be subject to 11-402.664 recovery amounts. (See CDSS EAS 1-402.665 and contact county counsel for assistance.)
- Additional Action/Certificate against real or personal property of group home. In addition to collection processes, the County may also file a certificate against the real or personal property of a group home provider, in accordance with WIC 11466.33. The code section contains multiple requirements to review, prior to making the determination to file a certificate. If all requirements are met to file the certificate, it is to be filed with the County Clerk. The County Clerk may then file a lien against the property. The County may bring action within a 10-year period and seek judgment, allowing for the filing of an abstract of judgment. (See CDSS EAS 11-402.666.)
- Additional Action/County action impacting RCL Rate. This section (in conjunction with .668) indicates contact can be made with CDSS regarding the GH/FFA's failure to repay an overpayment and request termination of the RCL. If DCFS determines to take this action, DCFS should only do so after the providers due process has completed in favor of the County by State Fair Hearing or civil judgment. The Initial Statement of Reasons, issued with the emergency regulations, limit the action of the County to "collection". Contact with County Counsel should occur to determine if this action could occur and assure that the requirements of CDSS EAS 11-402.667 have been met.
- Additional Action/County request for RCL rate termination. The County, DCFS, does not have the right to act in the capacity of CDSS for the purpose of terminating a Group Home or Foster Family Agencies' rate as indicated in CDSS EAS 11-402.3.393 and 394. As indicated in the bullet above, the County could request CDSS to consider terminating an RCL rate in conjunction with its collection actions. The Initial Statement of Reasons issued with the emergency

regulations limit the action of the County to “collection.” Contact with County Counsel should occur to determine if this action could occur and assure that the requirements of CDSS EAS 11-402.668 have been met.

5. CONTRACTUAL REMEDIES, in the event CONTRACTOR does not return payment, or enter into an agreement for payment on a mutually agreed upon timeframe:

- Prepare a recommendation to place the home on “Hold”/“Do Not Refer: (DNS)“Do Not Use” (DNU) and submit to the manager for approval process to the Director of DCFS. (See Foster Family Agency or Group Home Contracts regarding the process for “Do Not Refer.”)
- In the event CONTRACTOR does not return an Overpayment, either under the terms of a voluntary agreement or under the terms of an involuntary repayment agreement after exhaustion of due process in favor the COUNTY, COUNTY may place a Hold Status, DNR Status, DNU Status, Corrective Action Plan.
- County will provide written notice of its intention to place CONTRACTOR on a Hold/DNR/DNU Status at least 15 days in advance.
- COUNTY will notify CONTRACTOR in writing within 72 hours of DCFS’ decision to place CONTRACTOR ON Hold/DNR/DNU.
- Verbal notification of such actions will be provided prior to or at the time of CONTRACTOR’S placement on Hold/DNR/DNU Status to the extent possible.

NOTE: When Hold/DNR/DNU Status is recommended, the written notification letter will include the reason(s) for placing Contractor on Hold/DNR/DNU. It will also invite Contractor to participate in a Review Conference to discuss the COUNTY’s decision and include a deadline by which the CONTRACTOR must indicate its intent to participate in the Review Conference. Fax the notification to the GH/FFA, keeping a copy of the confirmation of receipt of FAX.

CONTRACT INVESTIGATION, MONITORING, AND AUDIT REMEDIES AND PROCEDURES

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

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

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

The County of Los Angeles Auditor-Controller is also responsible for completing fiscal review audits of CONTRACTORS. Fiscal review audit findings are not addressed in this Exhibit N, except to the extent discussed below or specifically referenced in other parts of the Contract. Nothing in this paragraph shall prevent the COUNTY from relying on the findings of the Auditor-Controller as a basis for imposing any of the Administrative Remedies provided below.

A. Administrative Remedies

DCFS and Probation may utilize one or more of the following actions in response to findings uncovered in the normal course of monitoring, as a result of investigations of abuse and neglect in out-of-home care, or in audits of program or fiscal contract requirements.

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

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

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

3. **Investigative Hold Status** - COUNTY retains the right to temporarily suspend referrals of children to CONTRACTOR by placing CONTRACTOR on Hold status, for up to a 45-day period at any time during an investigation, monitoring, or audit, when based on prima facie evidence, DCFS or Probation reasonably believes, in its sole discretion, that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors. Limited to an additional 45 days, a hold status may be extended for extenuating circumstances beyond the control of DCFS and Probation, with the understanding that the extension of Hold status on a CONTRACTOR will require the approval of the Director or his Deputy Director level designee. Hold Status may also be implemented when there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or non-compliance with a significant administrative, fiscal, or programmatic requirement of the Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Part I, Section 16.0 of FCPS Contracts. A Hold request must be approved by a Division Chief, or Bureau Chief.
4. **Do Not Refer (DNR) Status** - DNR refers to the suspension of new DCFS and Probation placements when COUNTY reasonably believes, in its sole discretion, based on prima facie evidence that the CONTRACTOR has engaged in conduct which may jeopardize children; there has been a serious event that may implicate the CONTRACTOR in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of non-compliance with significant administrative, fiscal, or programmatic requirements of this Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Part I, Subsection 16.1 of the FCPS Contracts, and as further described in Exhibit N. A DNR recommendation must be approved by a Deputy Director or a Deputy Chief.
5. **Do Not Use (DNU) Status** - DNU means that all Placed Children are removed from the CONTRACTOR's care within a specified period of time. No placement referrals may be made to the facility. DNU Status is used when COUNTY reasonably believes, in its sole discretion, based upon prima facie evidence, that the CONTRACTOR has engaged in conduct which may jeopardize children; there has been a serious event that may implicate the CONTRACTOR in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of non-compliance with significant administrative, fiscal, or programmatic requirements of this Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Part I, Subsection 16.1 of the FCPS Contracts, and as further described in Exhibit N. A DNU recommendation must be approved by a Deputy Director or a Deputy Chief.
6. **Termination Hold** - In the event either COUNTY or CONTRACTOR terminates this Contract for convenience or for default, COUNTY shall suspend referrals of children to CONTRACTOR and remove, or cause to be removed, all Placed Children prior to the effective date of termination. In such an event, the procedures described in this exhibit will not occur. A Termination Hold must be approved by a Division Chief or a Bureau Chief.

B. Corrective Action Plan (CAP) Procedures

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

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

C. Administrative Hold Procedures

1. COUNTY will notify CONTRACTOR in writing via electronic mail 15 business days prior to the effective date of DCFS or Probation's (or both) intention to place CONTRACTOR on an Administrative Hold for Administrative reasons not related to child safety. The COUNTY will notify the CONTRACTOR by phone call prior to sending out the Notice of Intent letter to place the CONTRACTOR on Administrative Hold.
2. The Contractor Notification Letter will also invite the CONTRACTOR to participate in a Review Conference and include a deadline for the CONTRACTOR's response (desire to participate) within 5 business days. Failure by the CONTRACTOR to respond by the deadline will result in default or waiver by the CONTRACTOR to proceed with the Review Conference.
3. During the Review Conference, the CONTRACTOR will meet with the Departments' representative at the Children's Administrator III, Assistant Regional Administrator, Probation Director, Probation Senior Director, or higher level, other COUNTY (DCFS, Probation, and Auditor-Controller) Departmental staff, or CCLD to discuss the investigative or administrative findings and to provide an opportunity for the CONTRACTOR to respond to the findings. The Review Conference will be held within 30 days of the date of the Contractor's Notification Letter of placement on Hold, DNR, or DNU Status, unless CONTRACTOR waives the time limit. The Review Conference is provided to ensure that the CONTRACTOR is afforded a process for

responding to allegations against them and for airing their grievances. One week prior to the then scheduled Review Conference, the CONTRACTOR has the right to present written evidence in the form of relevant declarations, affidavits, and documents and a written statement intended to be presented during the Conference. The CONTRACTOR may also request that DCFS or Probation interview any witnesses identified by the CONTRACTOR who have not already been interviewed.

4. Based on the reason (i.e., Fiscal, Contractual, Programmatic), an appropriate designated middle management level staff will conduct the Review Conference. DCFS, Probation, and CONTRACTOR will have the opportunity to present information related to the findings and each will be able to question the other with respect to each finding. Information provided by DCFS or Probation during the conference must be consistent with confidentiality laws. The CONTRACTOR may choose to seek authorization from the Juvenile Court to access additional documentation and information pertaining to the allegations, and to use such documentation and information during the Review Conference. The authorization or the approval must be in writing from the Court. DCFS and Probation will consider any new information presented in the CONTRACTOR's written statement and information presented during the Conference.

Consistent with the informal and non-adversarial atmosphere of the Review Conference, CONTRACTOR and COUNTY agree that only appropriate CONTRACTOR personnel and appropriate DCFS, Probation, Auditor-Controller, or CCLD personnel shall participate in the Review Conference; and legal representatives shall not be present at the Review Conference.

5. The Children's Administrator III, Assistant Regional Administrator, Director, or higher level staff will assess the information presented by the CONTRACTOR and make a final determination whether to withdraw the recommendation or to consult with others within DCFS or Probation with regard to the intended recommendation. This determination will be put in writing and provided to CONTRACTOR within 15 business days of the Review Conference.
6. Hold, DNR, or DNU Status may be lifted at any time that DCFS or Probation obtains information which leads them to believe that: 1) the original basis for imposing such status is no longer applicable, or 2) Hold, DNR, or DNU status is no longer appropriate. In instances where Hold, DNR, or DNU Status no longer applies, DCFS and Probation shall act as expeditiously as possible to remove CONTRACTOR from such status.

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

1. COUNTY will notify CONTRACTOR in writing via electronic mail within 72 hours of DCFS or Probation's (or both) decision to place CONTRACTOR on an Investigative Hold, Hold, DNR, or DNU for reasons related to child safety. The COUNTY will notify the CONTRACTOR by phone call prior to sending out the written notice of placement on an Investigative Hold, Hold, DNR, or DNU. To the extent possible and reasonable, and without interfering with any law enforcement investigation, and consistent with statutes and regulations related to confidentiality, notification will include the reason(s) for the Hold, DNR, or DNU Status. The Contractor Notification Letter will also invite the CONTRACTOR to participate in a Review Conference and include a deadline for the CONTRACTOR's response (desire to participate) within 5 business days. Failure by the CONTRACTOR to respond by the deadline will result in default or waiver by the CONTRACTOR to proceed with the Review Conference.
2. The Contractor Notification Letter will also invite the CONTRACTOR to participate in a Review Conference and include a deadline for the CONTRACTOR's response (desire to

participate) within 5 business days. Failure by the CONTRACTOR to respond by the deadline will result in default or waiver by the CONTRACTOR to proceed with the Review Conference.

3. During the Review Conference, the CONTRACTOR will meet with the Departments' representative at the Children's Administrator III, Assistant Regional Administrator, Director, or higher level, other COUNTY (DCFS, Probation, and Auditor-Controller) Departmental staff, or CCLD to discuss the investigative or administrative findings and to provide an opportunity for the CONTRACTOR to respond to the findings. The Review Conference will be held within 30 days of the date of the Contractor's Notification Letter of placement on Hold, DNR, or DNU Status, unless CONTRACTOR waives the time limit. The Review Conference is provided to ensure that the CONTRACTOR is afforded a process for responding to allegations against them and for airing their grievances. One week prior to the then scheduled Review Conference, the CONTRACTOR has the right to present written evidence in the form of relevant declarations, affidavits, and documents and a written statement intended to be presented during the Conference. The CONTRACTOR may also request that DCFS or Probation interview any witnesses identified by the CONTRACTOR who have not already been interviewed.
4. Based on the reason (i.e., Fiscal, Contractual, Programmatic), an appropriate designated middle management level staff will conduct the Review Conference. DCFS, Probation, and CONTRACTOR will have the opportunity to present information related to the findings and each will be able to question the other with respect to each finding. Information provided by DCFS and Probation during the conference must be consistent with confidentiality laws. The CONTRACTOR may choose to seek authorization from the Juvenile Court to access additional documentation and information pertaining to the allegations, and to use such documentation and information during the Review Conference. The authorization or the approval must be in writing from the Court. DCFS and Probation will consider any new information presented in the CONTRACTOR's written statement and information presented during the Conference.

Consistent with the informal and non-adversarial atmosphere of the Review Conference, CONTRACTOR and COUNTY agree that only appropriate CONTRACTOR personnel and appropriate DCFS, Probation, Auditor-Controller, or CCLD personnel shall participate in the Review Conference; and legal representatives shall not be present at the Review Conference.

5. The Children's Administrator III, Assistant Regional Administrator, Director, or higher level staff will assess the information presented by the CONTRACTOR and make a final determination whether to withdraw the recommendation or to consult with others within DCFS and Probation with regard to the intended recommendation. This determination will be put in writing and provided to CONTRACTOR within 72 hours of the Review Conference.
6. Hold, DNR, or DNU Status may be lifted at any time that DCFS or Probation obtains information which leads them to believe that: 1) the original basis for imposing such status is no longer applicable, or 2) Hold, DNR, or DNU status is no longer appropriate. In instances where Hold, DNR, or DNU Status no longer applies, DCFS and Probation shall act as expeditiously as possible to remove CONTRACTOR from such status.

Revised 1/9/2018

SAFELY SURRENDERED BABY LAW

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

www.babysafela.org

Safely Surrendered



No shame. No blame. No names.

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

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



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: _____

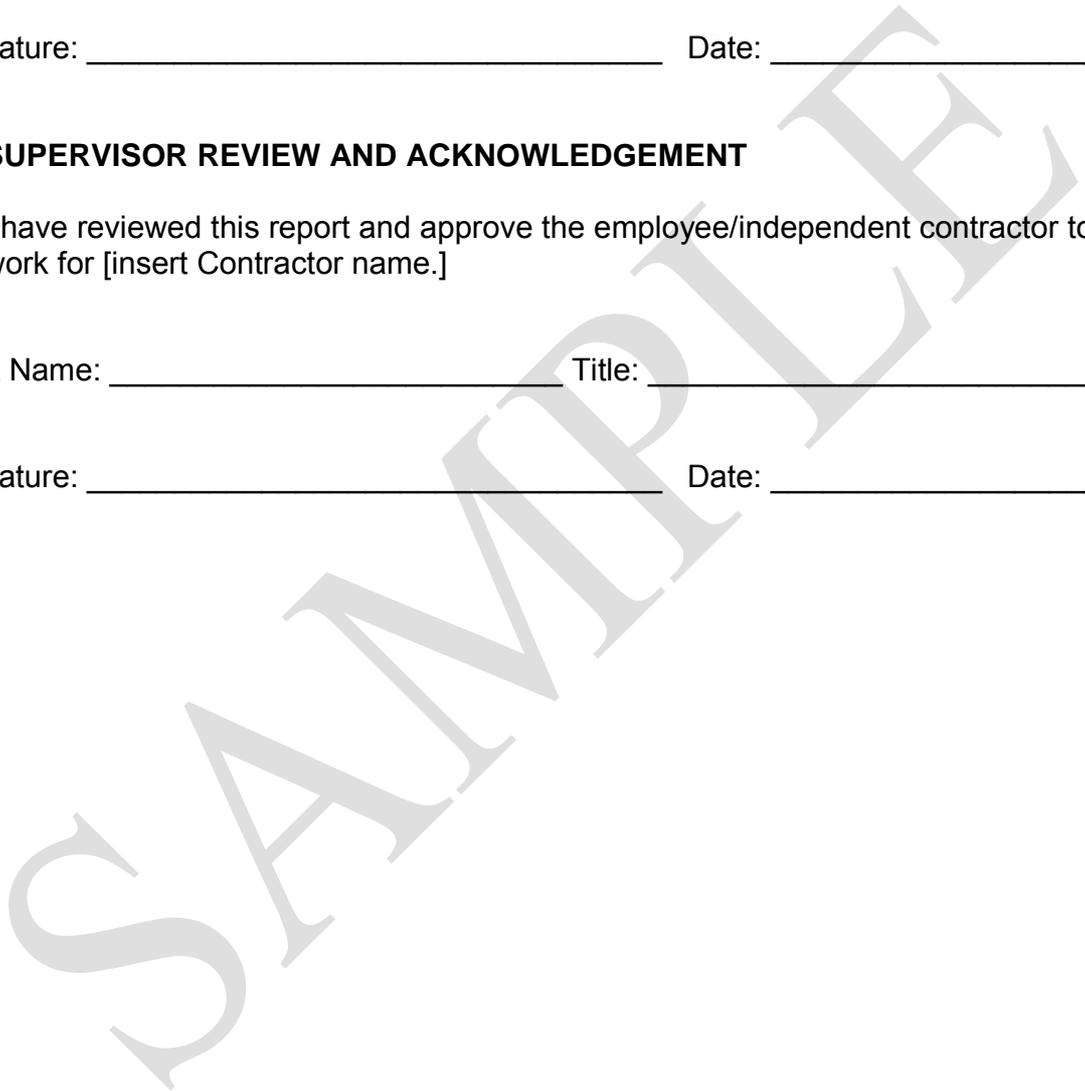
Signature: _____ Date: _____

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: _____

**DISCHARGE OUTCOME AND
PLACEMENT STABILITY REPORT**

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 AA.

- 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

- 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".
- 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
 (213) 394-8276
 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. CYBER LIABILITY INSURANCE

Please refer to Part I, Section 6.7 of the Contract for cyber liability insurance requirements.

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.