

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

**BY AND BETWEEN**  
**COUNTY OF LOS ANGELES**



**AND**  
**(AGENCY NAME)**  
**(XX-XX-XX)**  
**ASSISTANCE LISTING NUMBER 93.658**

Department of Children and Family Services  
Contracts Administration  
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, 2<sup>nd</sup> Floor  
Lynwood, California 90262

December 2025  
**COUNTY OF LOS ANGELES**  
**DEPARTMENT OF CHILDREN AND FAMILY SERVICES**  
**AND PROBATION DEPARTMENT**  
**MASTER CONTRACT FOR INTENSIVE SERVICES FOSTER CARE FOSTER FAMILY**  
**AGENCY FOR CHILDREN WITH SERIOUS EMOTIONAL AND BEHAVIORAL NEEDS**

**TABLE OF CONTENTS**

|                                                                                           |           |
|-------------------------------------------------------------------------------------------|-----------|
| <b>RECITALS .....</b>                                                                     | <b>7</b>  |
| <b>PART I: UNIQUE TERMS AND CONDITIONS .....</b>                                          | <b>9</b>  |
| 1.0 APPLICABLE DOCUMENTS .....                                                            | 9         |
| 2.0 DEFINITIONS .....                                                                     | 11        |
| 3.0 TERM .....                                                                            | 20        |
| 4.0 PAYMENT RATE .....                                                                    | 21        |
| 5.0 GENERAL INSURANCE REQUIREMENTS .....                                                  | 22        |
| 6.0 INSURANCE COVERAGE REQUIREMENTS .....                                                 | 25        |
| 7.0 INVOICES AND PAYMENTS .....                                                           | 26        |
| 8.0 BACKGROUND AND SECURITY INVESTIGATIONS .....                                          | 33        |
| 9.0 NOTICES .....                                                                         | 34        |
| 10.0 CONFIDENTIALITY .....                                                                | 34        |
| 11.0 COUNTY'S RESPONSIBILITY .....                                                        | 36        |
| 12.0 DESCRIPTION OF SERVICES .....                                                        | 38        |
| 13.0 STATE LICENSE .....                                                                  | 39        |
| 14.0 FEES .....                                                                           | 39        |
| 15.0 OTHER SOURCES OF INCOME .....                                                        | 40        |
| 16.0 HOLD STATUS, DO NOT REFER STATUS, DO NOT USE STATUS,<br>CORRECTIVE ACTION PLAN ..... | 40        |
| 17.0 FINANCIAL REPORTING .....                                                            | 45        |
| 18.0 REPORTING REQUIREMENTS .....                                                         | 48        |
| 19.0 RECORDS AND INVESTIGATIONS .....                                                     | 49        |
| 20.0 DISPUTE RESOLUTION PROCEDURES .....                                                  | 52        |
| 21.0 INTERPRETATION OF CONTRACT .....                                                     | 54        |
| 22.0 CONTRACT ENFORCEMENT, OUT OF HOME CARE MANAGEMENT,<br>MONITORING, AND REVIEW .....   | 54        |
| 23.0 LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION<br>OF FUNDS .....         | 55        |
| 24.0 TERMINATION OF CONTRACT BY CONTRACTOR FOR CONVENIENCE .....                          | 56        |
| 25.0 USE OF FUNDS .....                                                                   | 56        |
| 26.0 REAL PROPERTY, EQUIPMENT, FIXED ASSETS .....                                         | 59        |
| 27.0 INDEMNIFICATION .....                                                                | 59        |
| 28.0 SALARIES AND COMPENSATION .....                                                      | 60        |
| 29.0 USE OF DONATED FUNDS .....                                                           | 60        |
| 30.0 FEDERAL AWARD IDENTIFICATION .....                                                   | 61        |
| <b>PART II: STANDARD TERMS AND CONDITIONS .....</b>                                       | <b>62</b> |
| 1.0 ADMINISTRATION OF CONTRACT – COUNTY .....                                             | 63        |

|      |                                                                                                                         |    |
|------|-------------------------------------------------------------------------------------------------------------------------|----|
| 2.0  | ASSIGNMENT AND DELEGATION .....                                                                                         | 64 |
| 3.0  | AUTHORIZATION WARRANTY .....                                                                                            | 65 |
| 4.0  | BUDGET REDUCTION .....                                                                                                  | 65 |
| 5.0  | CHANGES AND AMENDMENTS .....                                                                                            | 65 |
| 6.0  | CHILD SUPPORT COMPLIANCE PROGRAM.....                                                                                   | 66 |
| 7.0  | GRIEVANCES .....                                                                                                        | 67 |
| 8.0  | COMPLIANCE WITH APPLICABLE LAWS .....                                                                                   | 67 |
| 9.0  | COMPLIANCE WITH CIVIL RIGHTS LAWS .....                                                                                 | 68 |
| 10.0 | COMPLIANCE WITH JURY SERVICE PROGRAM .....                                                                              | 69 |
| 11.0 | CONFLICT OF INTEREST .....                                                                                              | 70 |
| 12.0 | CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS .....                                                                    | 71 |
| 13.0 | CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR<br>LAYOFFS OR ON REEMPLOYMENT LIST .....                          | 71 |
| 14.0 | CONTRACTOR RESPONSIBILITY AND DEBARMENT .....                                                                           | 71 |
| 15.0 | CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE .....                                                                     | 73 |
| 16.0 | COUNTY'S QUALITY ASSURANCE PLAN .....                                                                                   | 74 |
| 17.0 | EMPLOYEE BENEFITS AND TAXES .....                                                                                       | 74 |
| 18.0 | EMPLOYMENT ELIGIBILITY VERIFICATION.....                                                                                | 74 |
| 19.0 | EVENTS OF DEFAULT .....                                                                                                 | 74 |
| 20.0 | FORMER FOSTER YOUTH CONSIDERATION .....                                                                                 | 76 |
| 21.0 | INDEPENDENT CONTRACTOR STATUS.....                                                                                      | 76 |
| 22.0 | MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN .....                                                              | 77 |
| 23.0 | NON-DISCRIMINATION IN EMPLOYMENT .....                                                                                  | 77 |
| 24.0 | NON-DISCRIMINATION IN SERVICES .....                                                                                    | 78 |
| 25.0 | NOTICE OF DELAYS .....                                                                                                  | 78 |
| 26.0 | NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME<br>CREDIT .....                                                 | 78 |
| 27.0 | PROPRIETARY RIGHTS .....                                                                                                | 79 |
| 28.0 | DISCLOSURE OF INFORMATION .....                                                                                         | 80 |
| 29.0 | RECYCLED-CONTENT PAPER.....                                                                                             | 81 |
| 30.0 | SAFELY SURRENDERED BABY LAW .....                                                                                       | 81 |
| 31.0 | SUBCONTRACTING .....                                                                                                    | 81 |
| 32.0 | TERMINATION FOR CONTRACTOR'S DEFAULT .....                                                                              | 83 |
| 33.0 | TERMINATION FOR CONVENIENCE .....                                                                                       | 84 |
| 34.0 | TERMINATION FOR IMPROPER CONSIDERATION.....                                                                             | 84 |
| 35.0 | TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST<br>ORDINANCE .....                                                     | 85 |
| 36.0 | COVENANT AGAINST CONTINGENT FEES .....                                                                                  | 85 |
| 37.0 | CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S<br>DEFAULTED PROPERTY TAX REDUCTION PROGRAM .....                     | 85 |
| 38.0 | TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE<br>WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM.... | 86 |
| 39.0 | TIME OFF FOR VOTING.....                                                                                                | 86 |
| 40.0 | MANDATORY REQUIREMENT TO REGISTER ON FEDERAL SYSTEM FOR<br>AWARD MANAGEMENT.....                                        | 86 |
| 41.0 | COMPLIANCE WITH ENCRYPTION REQUIREMENTS.....                                                                            | 87 |

|      |                                                                          |    |
|------|--------------------------------------------------------------------------|----|
| 42.0 | COMPLIANCE WITH COUNTY’S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING..... | 88 |
| 43.0 | CONTRACTOR ALERT REPORTING DATABASE.....                                 | 88 |
| 44.0 | COMPLIANCE WITH THE COUNTY POLICY OF EQUITY .....                        | 88 |
| 45.0 | Reserved .....                                                           | 89 |
| 46.0 | PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S).....            | 89 |
| 47.0 | COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS .....         | 89 |
| 48.0 | COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES.....             | 89 |

## LIST OF EXHIBITS

|               |                                                                                                                                                                                |
|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Exhibit A     | Statement of Work                                                                                                                                                              |
| Exhibit A-1   | Foster Family Agency Reference Links                                                                                                                                           |
| Exhibit A-2   | Service Delivery Sites                                                                                                                                                         |
| Exhibit A-3   | Intentionally Left Blank                                                                                                                                                       |
| Exhibit A-4   | Intentionally Left Blank                                                                                                                                                       |
| Exhibit A-5   | Special Incident Reporting Guide for FFAs                                                                                                                                      |
| Exhibit A-6   | FFA Monthly Utilization Report Template                                                                                                                                        |
| Exhibit A-7   | Intentionally Left Blank                                                                                                                                                       |
| Exhibit A-8   | Intentionally Left Blank                                                                                                                                                       |
| Exhibit A-9   | Intentionally Left Blank                                                                                                                                                       |
| Exhibit A-10  | Discharge Summary for DCFS: Foster Family Agency                                                                                                                               |
| Exhibit A-11  | Provider Needs and Services Plan/Quarterly Report Template Information                                                                                                         |
| Exhibit A-12  | Applicant’s Authorization for Release of Information                                                                                                                           |
| Exhibit A-13  | Foster Family Agency’s Plan of Operations and Program Statement                                                                                                                |
| Exhibit A-13a | CDSS Approval Letter for Resource Family Approval (RFA) Implementation Plan                                                                                                    |
| Exhibit A-14  | ISFC FFA Facility License(s)                                                                                                                                                   |
| Exhibit A-15  | ISFC FFA Rate Letter                                                                                                                                                           |
| Exhibit A-16  | Intentionally Left Blank                                                                                                                                                       |
| Exhibit A-17  | Adoption License or MOU                                                                                                                                                        |
| Exhibit B     | Line Item budget                                                                                                                                                               |
| Exhibit C     | Office of Management and Budget (OMB) Title 2 Code of Federal Regulations (CFR), Part 200 and 2 CFR 1.100, title 2, Part 1                                                     |
| Exhibit C-1   | Auditor-Controller Foster Family Agency Contract Accounting and Administration Handbook                                                                                        |
| Exhibit C-2   | Auditor-Controller/Department of Children and Family Services/Probation Department Fiscal Audit Phases, Fiscal/Audits of Foster Family Agency Foster Care Services Contractors |
| Exhibit C-3   | Los Angeles County Annual Revenue and Expenditure Report including Form FCR 12 FFA                                                                                             |
| Exhibit D     | Contractor Acknowledgment and Confidentiality Agreement Form                                                                                                                   |
| Exhibit D-1   | Contractor Employee Acknowledgment and Confidentiality Agreement Form                                                                                                          |
| Exhibit D-2   | Contractor Non-Employee Acknowledgment and Confidentiality                                                                                                                     |

|             |                                                                                                                             |
|-------------|-----------------------------------------------------------------------------------------------------------------------------|
|             | Agreement Form                                                                                                              |
| Exhibit D-3 | Confidentiality of Criminal Offender Record Information (CORI) Form                                                         |
| Exhibit D-4 | Resource Foster Parent Acknowledgment and Confidentiality Agreement Form                                                    |
| Exhibit E   | Statement of Dangerous Behaviors and California Department of Social Services Child Welfare Services Manual, Section 31-405 |
| Exhibit F   | IRS Notice 1015 - Notice to Employees Regarding Federal Earned Income Credit (FEIC)                                         |
| Exhibit G   | Payment Resolution Notification (COV 71)                                                                                    |
| Exhibit H   | Overpayments Policy                                                                                                         |
| 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 (EEO) Certification                                                               |
| Exhibit L   | Charitable Contributions Certification                                                                                      |
| Exhibit M   | Defaulted Property Tax Certification Form                                                                                   |
| Exhibit N   | DCFS Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures (As Amended on February 24, 2014) |
| 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   | Certification of Compliance with Background and Security Investigation                                                      |
| Exhibit S   | Intentionally Left Blank                                                                                                    |
| Exhibit T   | County of Los Angeles Contractor Employee Jury Service Program Certification Form (Code 2.203)                              |
| Exhibit U   | County's Administration                                                                                                     |
| Exhibit V   | ISFC Contractor's Administration                                                                                            |
| Exhibit W   | Sample Report on Outside Employment                                                                                         |
| Exhibit W-1 | Sample Report on Conflict of Interest                                                                                       |
| Exhibit X   | Federal Award Information                                                                                                   |
| Exhibit Y   | Reserved                                                                                                                    |
| Exhibit Z   | Information Security and Privacy Requirements                                                                               |
| Exhibit AA  | Compliance with Fair Chance Employment Hiring Practices Certification                                                       |

**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
AND PROBATION DEPARTMENT  
MASTER CONTRACT FOR INTENSIVE SERVICES FOSTER CARE FOSTER FAMILY  
AGENCY FOR CHILDREN WITH SERIOUS EMOTIONAL AND BEHAVIORAL NEEDS**

This is the Master Contract for Intensive Services Foster Care Foster Family Agency for Children with Serious Emotional and Behavior Needs (hereinafter referred to as "Contract").

This Contract is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, 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/Youth/NMD 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/Youth/NMD in its charge; and

WHEREAS, COUNTY finds it impractical to develop and maintain facilities to care for all of the Children/Youth/NMD 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/Youth/NMD can develop physically, emotionally, socially, educationally, spiritually and culturally; and

WHEREAS, pursuant to the provisions of Welfare Institution Code (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 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-17, B, C through C-3, D through D-4, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, W-1, X, Y, Z, and AA set forth below, are attached to and incorporated by reference in this Contract.
- 1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, Statement of Work, and Attachments according to the following priority:

|               |                                                                                |
|---------------|--------------------------------------------------------------------------------|
| Exhibit A     | Statement of Work                                                              |
| Exhibit A-1   | Foster Family Agency Reference Links                                           |
| Exhibit A-2   | Service Delivery Sites                                                         |
| Exhibit A-3   | Intentionally Left Blank                                                       |
| Exhibit A-4   | Intentionally Left Blank                                                       |
| Exhibit A-5   | Special Incident Reporting Guide for FFAs                                      |
| Exhibit A-6   | FFA Monthly Utilization Report Template                                        |
| Exhibit A-7   | Intentionally Left Blank                                                       |
| Exhibit A-8   | Intentionally Left Blank                                                       |
| Exhibit A-9   | Intentionally Left Blank                                                       |
| Exhibit A-10  | Discharge Summary for DCFS: Foster Family Agency                               |
| Exhibit A-11  | Provider Needs and Services Plan/Quarterly Report<br>Template Information      |
| Exhibit A-12  | Applicant’s Authorization for Release of Information                           |
| Exhibit A-13  | Foster Family Agency’s Plan of Operations and Program<br>Statement             |
| Exhibit A-13a | CDSS Approval Letter for Resource Family Approval (RFA)<br>Implementation Plan |
| Exhibit A-14  | ISFC FFA Facility License(s)                                                   |



|              |                                                                                                                                                                                |
|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Exhibit A-15 | ISFC FFA Rate Letter                                                                                                                                                           |
| Exhibit A-16 | Intentionally Left Blank                                                                                                                                                       |
| Exhibit A-17 | Adoption License or MOU                                                                                                                                                        |
| Exhibit B    | Line Item budget                                                                                                                                                               |
| Exhibit C    | Office of Management and Budget (OMB) Title 2 Code of Federal Regulations (CFR), Part 200 and 2 CFR 1.100, title 2, Part 1                                                     |
| Exhibit C-1  | Auditor-Controller Foster Family Agency Contract Accounting and Administration Handbook                                                                                        |
| Exhibit C-2  | Auditor-Controller/Department of Children and Family Services/Probation Department Fiscal Audit Phases, Fiscal/Audits of Foster Family Agency Foster Care Services Contractors |
| Exhibit C-3  | Los Angeles County Annual Revenue and Expenditure Report including Form FCR 12 FFA                                                                                             |
| Exhibit D    | Contractor Acknowledgment and Confidentiality Agreement Form                                                                                                                   |
| Exhibit D-1  | Contractor Employee Acknowledgment and Confidentiality Agreement Form                                                                                                          |
| Exhibit D-2  | Contractor Non-Employee Acknowledgment and Confidentiality Agreement Form                                                                                                      |
| Exhibit D-3  | Confidentiality of Criminal Offender Record Information (CORI) Form                                                                                                            |
| Exhibit D-4  | Resource Foster Parent Acknowledgment and Confidentiality Agreement Form                                                                                                       |
| Exhibit E    | Statement of Dangerous Behaviors and California Department of Social Services Child Welfare Services Manual, Section 31-405                                                    |
| Exhibit F    | IRS Notice 1015 - Notice to Employees Regarding Federal Earned Income Credit (FEIC)                                                                                            |
| Exhibit G    | Payment Resolution Notification (COV 71)                                                                                                                                       |
| Exhibit H    | Overpayments Policy                                                                                                                                                            |
| 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 (EEO) Certification                                                                                                                  |
| Exhibit L    | Charitable Contributions Certification                                                                                                                                         |
| Exhibit M    | Defaulted Property Tax Certification Form                                                                                                                                      |
| Exhibit N    | DCFS Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures (As Amended on February 24, 2014)                                                    |
| 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   | Certification of Compliance with Background and Security Investigation                         |
| Exhibit S   | Intentionally Left Blank                                                                       |
| Exhibit T   | County of Los Angeles Contractor Employee Jury Service Program Certification Form (Code 2.203) |
| Exhibit U   | County's Administration                                                                        |
| Exhibit V   | ISFC Contractor's Administration                                                               |
| Exhibit W   | Sample Report on Outside Employment                                                            |
| Exhibit W-1 | Sample Report on Conflict of Interest                                                          |
| Exhibit X   | Federal Award Information                                                                      |
| Exhibit Y   | Reserved                                                                                       |
| Exhibit Z   | Information Security and Privacy Requirements                                                  |
| Exhibit AA  | 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 "Aid to Families with Dependent Children-Foster Care (AFDC-FC)" – means foster care financial assistance paid on behalf of Children/Youth/NMD in out-of-home placement who meet the eligibility requirements specified in applicable state and federal regulations and laws. The program is administered by DCFS.
- 2.2 "Allowable Costs" - 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 MPP Section 11-402.8.
- 2.3 "Approved Resource Family Home" – means a family residence approved by an FFA and issued a Certificate of Approval in accordance with the California Department of Social Services Community Care Licensing (CDSS CCL) Division, Title 22, Chapter 8.8 Foster Family Agencies, Article 9, Subchapter 1, Articles 1-7.
- 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/Youth/NMD” or “Children/Youth/NMD” - means any Child/Youth/NMD or Children/Youth/NMD 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 team-based 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 Social Worker” or “CSW” – means an employee of Department of Children and Family Services (DCFS) who performs a wide range of professional casework services for Children/Youth/NMD and families receiving services from DCFS.
- 2.8 “Community” – means the area/zip code where the Placed Child/Youth/NMD and his/her family were living at the time the Child/Youth/NMD was taken into custody or where the Placed Child/Youth/NMD's family is living when the Child/Youth/NMD is placed.
- 2.9 “Community Care Licensing Division” or “CCLD” – means the Division of the California Department of Social Services that licenses community care facilities including group homes. They also monitor compliance with Title 22 regulations.
- 2.10 “Contract” – means an agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Statement of Work, Exhibit A.
- 2.11 “CONTRACTOR” – means the sole proprietor, partnership, or corporation or other person or entity that has entered into this Contract with the COUNTY.
- 2.12 “Core Services and Supports” – means services made available to Children/Youth/NMD 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.

- 2.13 “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, Sub-section 16.1 and Exhibit N, DCFS/PCW Foster Care Placement Contract Investigation/Monitoring/Audit Remedies and Procedures Agreement.
- 2.14 “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.
- 2.15 “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.
- 2.16 “County Program Director” – means COUNTY representative at the Division Chief level responsible for oversight of the contracted program.
- 2.17 “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)
- 2.18 “Court Appointed Special Advocate” or “CASA” – means a court appointed person who advocates for the Placed Child/Youth/NMD’s needs and best interests and provides the court with written recommendations.
- 2.19 “COUNTY Worker” – means for a DCFS-Placed Child, COUNTY Worker is a Children’s Social Worker (CSW). For a PCW-Placed Child/Youth/NMD, COUNTY Worker is a Deputy Probation Officer (DPO).”
- 2.20 “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.
- 2.21 “DCFS” - means COUNTY’s Department of Children and Family Services
- 2.22 “Department of Mental Health” or “DMH” – The County of Los Angeles Department of Mental Health that, through its Children/Youth/NMD’s System of Care, provides services for emotionally disturbed Children/Youth/NMD including those in GHs. These services include:

2.22.1 Certification of the mental health services component for any

proposed rate for STRTP program prior to the Foster Care Funding and Rates Bureau establishing these rate levels;

2.22.2 Support for the development of Day Rehabilitation Programs in STRTPs;

2.22.3 Support for the development of Day Treatment Programs in STRTPs; and

2.22.4 Providing Therapeutic Behavioral Services in STRTPs.

2.23 “Dependent Children/Youth/NMD” – A Child/Youth/NMD 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/Youth/NMD.

2.24 “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).

2.25 “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 (Welfare and Institutions Code, Section 4512(a).

2.26 “Director” - means COUNTY’s Director of Children and Family Services or his or her authorized designee.

2.27 “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, Sub-section 16.3, Do Not Refer Status and Exhibit N, DCFS/PCW Foster Care Placement Contract Investigation/Monitoring/Audit Remedies and Procedures Agreement.

2.28 “Do Not Use Status” or “DNU Status” – means all new referrals to CONTRACTOR are suspended, and all Placed Children/Youth/NMD 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/PCW Foster Care Placement Contract Investigation/Monitoring/Audit

## Remedies and Procedures Agreement.

- 2.29 Intentionally Left Blank
- 2.30 Intentionally Left Blank
- 2.31 "Excess Payment" or "Payment Error" refers to any payment that is not an "Overpayment" as defined in this section, but which the Contractor received and was not entitled to and therefore that the CONTRACTOR must return to the COUNTY.
- 2.32 "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/Youth/NMD. 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.
- 2.33 "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.
- 2.34 "Fiscal Year(s)" - means the twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.35 "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 (AFDC-FC).
- 2.36 "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/Youth/NMD leaving the agency) or may call to request payment or Medi-Cal information. The Foster Care Payment Hotline Number is (800) 697-4444.
- 2.37 "Foster Family Agency"- means any public agency or private organization engaged in the recruiting, approving, training of, and providing professional support to Resource Families who provide out-of-home care in a family home setting for the placement of Children/Youth/NMD, pregnant and parenting teens with Children/Youth/NMD, and Non Minor Dependents (NMDs) who are supervised by DCFS/PCW and in need of care. FFAs will coordinate with DCFS/PCW to find homes and provide services and supports to Resource Families and to the placed Children/Youth/NMD to the extent possible and authorized by local, state and federal law.
- 2.38 "Foster Family Agency Program Rates" – means the service rate levels payable to FFAs, as periodically established by the Department of Social

Services, Foster Care Funding and Rates Bureau.

- 2.39 "Health and Education Passport" or "Black Binder (DCFS)" means the Health and Education Passport that is the summary of the health (including dental and mental health information) and educational information required by Welfare and Institutions Code Section 16010 (Exhibit A-1) that is to follow the Child/Youth/NMD to all foster placements. DCFS created nylon Black Binder divided into three sections. The first two sections, "Medical and Dental Information" and "Educational Information," meet the requirements of Section 16010. The third section, "Placement Documentation," contains additional items such as photographs of the Child/Youth/NMD and his or her family, birth and death certificates, proof of Medi-Cal eligibility, and the CSW's business card. (DCFS may change the Health and Education Passport format in the future).
- 2.40 "Hold Status" – means a temporary suspension of referrals of Children/Youth/NMD 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 Foster Care Placement Contract Investigation/Monitoring/Audit Remedies and Procedures Agreement.
- 2.41 "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/Youth/NMD 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/PCW may also provide ILP services to former foster youths up to age 21. ILP is a major component of Self-Sufficiency Planning.
- 2.42 Integrated Core Practice Model (ICPM) – means a set of practices and principles for Child/Youth/NMD served by both the child welfare and mental health system. The framework for ICPM is a shared set of practice principles to be used when providing services to the member of the Katie A. Class including members of the Katie A. subclass. The values and principles are summarized in the Treatment Foster Care Program Manual.
- 2.43 "Intensive Services Foster Care Foster Family Agency" or "ISFC FFA" – means any foster family agency that provides therapeutic services to Children/Youth/NMD who reside in the foster family agency's resource family homes. The services may include, but not limited to, education and mental health services, sexual or physical abuse counseling, alcohol or drug abuse counseling and vocational training.

- 2.44 “Interagency Placement Committee” – means a group led by the Department of Mental Health (DMH) who in conjunction with representatives from the Departments of Children and Family Services and Probation Department pursuant to WIC Sections 4096(c) and 11462.01(d)-(h) creates a committee that determines placement of Child/Youth/NMD when considering STRTP or ISFC placement. Membership includes the county placement agency (DCFS or Probation) and a licensed mental health professional from the county Department of Mental Health.
- 2.45 “Manual of Policies and Procedures” – Refers to the manual promulgated by the California Department of Social Services.
- 2.46 “Multi-disciplinary Team” or “MDT” – means a group of health care providers and other professionals, including physicians, pediatricians, psychologists, clinical social worker, licensed vocational nurses, pediatric nurse practitioner, occupational therapist, and home visitor housed at the entry point to the Protective Services Child Health (PSCH) system who will jointly assess and develop a Child/Youth/NMD health plan for each referred Child/Youth/NMD (in conjunction with the CSW/DPO, a PHN, and, as appropriate, the Child/Youth/NMD’s primary caregivers).
- 2.47 “Needs and Services Plan” – means a comprehensive, individualized, time limited, goal oriented plan, developed and implemented by CONTRACTOR identifying the specific needs of an individual Placed Child/Youth/NMD, including, but not limited to, those items specified in Title 22, Division 6, Chapter 5, Section 87068.2 and 87068.22, that delineates those Services necessary in order to meet the Placed Child/Youth/NMD 's identified needs.
- 2.48 “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.
- 2.49 “Overpayment” – AFDC-FC Overpayments are those payments defined and governed by the State Manual of Policies and Procedures (MPP) 45-304.1.11 as follows: “any amount of aid paid which a foster care service provider received on behalf of a Child/Youth/NMD to which the provider was not entitled.”
- 2.50 “Placed Child/Youth/NMD” or “Placed Children/Youth/NMD” – means any Child/Youth/NMD or Children/Youth/NMD placed by COUNTY receiving Services from CONTRACTOR pursuant to this Contract.



- 2.51 "Pool Rate" – means the rate of interest to be charged as determined by COUNTY's Auditor-Controller.
- 2.52 "Probation" – means the COUNTY's Probation Department
- 2.53 "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.
- 2.54 Intentionally Left Blank
- 2.55 "Program" - means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work.
- 2.56 "Program Statement" – means a comprehensive description of the foster care/foster family agency's program in effect during the term of this Contract.
- 2.57 "Real property" – means land and anything growing on, attached to, or erected on it.
- 2.58 "Resource Foster Parent" – means the adult(s) residing in the home approved by a FFA to provide care and supervision to Children/Youth/NMD.
- 2.59 "Resource Family" – means an individual or family that has successfully met both the home environment assessment and the permanency assessment criteria, as set forth in Section 16519.5 of the Welfare and Institutions Code, necessary for providing care for a Child/Youth/NMD placed by a public or private Child/Youth/NMD placement agency by court order, or voluntarily placed by a parent or legal guardian.
- 2.60 "Resource Family Approval Certificate" (LIC-05A an equivalent certificate) – means a document issued by the Foster Family Agency (FFA), which approves a Resource Family Home to care for Children/Youth/NMD placed by a Child Welfare or Probation Agency to the extent possible and authorized by local, state and federal law. The certificate shall contain the following: (1) The name of the foster family agency; (2) Licensing Facility License Number; (3) The name(s) of the Resource Family; (4) The date of approval; (5) The capacity for which the Resource Family is approved; and (6) If applicable, any conditions placed on the approval pursuant to Section 88331.7(c).
- 2.61 "Seriously Emotionally Disturbed" – is defined by Welfare and Institutions Code, Section 5600.3(a)(2) as a minor under the age of 18 years 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/Youth/NMD's age according to expected developmental norms. Members of this target demographic shall meet one or more of the following criteria:

2.61.1 As a result of the mental disorder, the Child/Youth/NMD has substantial impairment in at least two of the following areas: self-care, school functioning, family relationships, or ability to function in the Community, and either of the following occur:

2.61.1.1 The Child/Youth/NMD is at risk of removal from home or has already been removed from the home; or

2.61.1.2 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;

2.61.2 The Child/Youth/NMD displays one of the following: psychotic features, risk of suicide or risk of violence due to a mental disorder; and

2.61.3 The Child/Youth/NMD has been assessed pursuant to Article 2 (commencing with Section 56320) of Chapter 4 of Part 30 of Division 4 of Title 2 of the Education Code and determined to have an emotional disturbance, as defined in paragraph (4) of subdivision (c) of Section 300.8 of Title 34 of the Code of Federal Regulations.

2.62 "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".

2.63 "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/Youth/NMD as outlined in this Contract, the Statement of Work, the California Department of Social Services Regulations, and CONTRACTOR's Plan of Operations and Program Statement.

2.64 "Core Practice Model (CPM)" – means a process that is family centered, solution focused, trauma responsive, strength-based, team driven, and improves outcomes for Children/Youth/NMD and families prioritizes Child/Youth/NMD safety by enabling stronger teamwork with Children/Youth/NMD and families, grounded in strong community support through Engagement, Teaming, Assessment and Understanding, and Tracking and Adapting.

2.65 "State" – means the State of California.

- 2.66 “Subcontract” – means a contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.
- 2.67 “Subcontractor” – means an organization or individual that enters into an 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/Youth/NMD in the program.
- 2.68 Intentionally Left Blank
- 2.69 “Title 22” – means the California Code of Regulations for community care facilities including group homes.
- 2.70 “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.)
- 2.71 “Youth” – means any minor or non-minor dependent age 12 and older.
- 2.72 “Youth Development Services” - includes, but is not limited to, plans for emancipating youth, vocational training, work experience and educational opportunities.
- 2.73 “DMH ISFC Administration”- means a professional mental health worker from the Department of Mental Health (DMH).
- 2.74 “Self-Sufficient” – means successful passage of foster youth to adulthood, including becoming a responsible and contributing member of the Community.
- 2.75 “Self-Sufficiency Planning” – means services designed to enable Placed Children/Youth/NMD 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.
- 2.76 “The Integrated Practice Child and Adolescent Needs and Strengths (IP. Cans) Tool”- A Multi-purpose tool that supports decision making, including level of care and service planning which allows for the monitoring and outcome of services.

### **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 California DSS 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 (Exhibit A), for each Placed Child/Youth/NMD at the Intensive Services Foster Care Foster Family Agency Program Rates, as further described in Part I, Section 7.0, Invoices and Payments.
- 4.2 CONTRACTOR shall submit to COUNTY a current budget for the work to be performed under this Contract. The line items shall provide sufficient detail to determine the Services to be delivered. The line items may be the same as the line items on the State of California Department of Social Services FCR-12 FFA. 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.

#### **4.3 Services and Rates**

Payment to cover the costs of the care and supervision provided to foster teens and their non-dependent Child(ren) /Youth/NMD placed in Whole Family

Foster Homes will be higher than payment for FFA Homes that are not approved as Whole Family Foster Homes. The infant supplement rate paid for a non-dependent Child/Youth/NMD placed with the minor dependent parent in a Whole Family Foster Home (WFFH) will be increased to the equivalent of the County's basic AFDC-FC rate for the age of the Child/Youth/NMD. Additionally, the infant supplement payment in a WFFH where the caregiver and the minor dependent parent have developed a Shared Responsibility Plan (SRP) in collaboration with the county social worker shall be enhanced by an additional infant supplement payment of \$200. (If placement involves more than one non-dependent Child/Youth/NMD, a SRP must be developed for each Child/Youth/NMD to obtain the additional infant supplement payment for each Child/Youth/NMD.) CONTRACTOR shall pass on to the resource foster parent the additional infant supplement payment to care for a nondependent Child/Youth/NMD placed with the minor dependent parent in an approved home, where the resource foster parent and the minor dependent parent have a SRP.

## **5.0 GENERAL INSURANCE REQUIREMENTS**

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

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

[ContractorInsurance@dcfs.lacounty.gov](mailto:ContractorInsurance@dcfs.lacounty.gov) and the Contract Analyst.

The subject of the e-mail shall read as follows:

AGENCY NAME\_PROGRAM NAME\_CERTIFICATE OF INSURANCE

Hard copies of the Insurance Certificate(s) will no longer be required.

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, 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 Waiver 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 the Contractor, purchase the Required Insurance, 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 Contract 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 Part I, Section 6.0 Insurance Coverage Requirements, 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 The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling

arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

- 5.8 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:                       | \$2 million |
| Products/Completed Operations Aggregate: | \$1 million |
| Personal and Advertising Injury:         | \$1 million |
| Each Occurrence:                         | \$1 million |

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

- 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 ISFC FFAs on COUNTY owned property:



- 6.5.1 Property Coverage: Such an 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 \$2 million per claim and \$2 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 (FCFRB) ISFC FFA rates. 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/Youth/NMD the monthly Intensive Services Foster Care Foster Family Agency Program Rates established by the California Department of Social Services, 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/Youth/NMD leaves the placement, CONTRACTOR shall report the stop date on Foster Care Search System (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/Youth/NMD is placed with CONTRACTOR and terminate the day before the Placed Child/Youth/NMD is removed. When CONTRACTOR agrees to hold a bed open for a Placed Child/Youth/NMD, CONTRACTOR shall document the COUNTY's agreement to pay for the open bed in the Placed Child/Youth/NMD'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/Youth/NMD admitted to a psychiatric or medical hospital, unilaterally decide not to take the Placed Child/Youth/NMD back, all foster payments made to CONTRACTOR to keep the space available for that Placed Child/Youth/NMD 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 15<sup>th</sup> 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.

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](mailto:cov71@dcfs.lacounty.gov). Interest charges may be assessed from the 30<sup>th</sup> 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 45-304 through 45-306 and 11-404, inclusive, COUNTY will comply with MPP 45-304.1.122 and 126. COUNTY will provide CONTRACTOR with State Form Notice of Action 1261 as required by MPP 45-305.1 and a voluntary repayment agreement for the overpaid amount identified by CONTRACTOR. The repayment agreement will be in compliance with MPP 45-305.2.231 (a) – (d).
- 7.8 In addition to the requirements in Exhibit A, Statement of Work, Part D, Service Task to Achieve Performance Outcome Goals, Section 4.0 Discharge Planning, Sub-section 4.6 Prior to discharging a placed ISFC Child/Youth/NMD. CONTRACTOR shall notify DCFS Foster Care Hotline at (800) 697-4444 or Probation Placement Administrative Services' (PAS) Officer of the Day at (323) 730-4454 within 24 hours whenever a Placed Child/Youth/NMD is moved from one site/home to another or a Child/Youth/NMD 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/Youth/NMD 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, Overpayments).
- 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 DNR 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 7.8, the Division Chief will evaluate the adequacy of the CONTRACTOR's written response. Within 25 calendar days of DCFS' receipt of CONTRACTOR's written response, 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 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 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, Sub-sections 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/Youth/NMD 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 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 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 45-305.3 and Overpayment recoupment actions required by MPP 45-304.3.
- 7.10.1.3 CONTRACTOR may request an informal hearing, a State fair hearing, or both, as provided pursuant to MPP 45-306.1 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 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

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 45-304 through 45-306 either under the terms of a voluntary agreement pursuant to MPP 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 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 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 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 45-306.1 through 45-306.3 will result in the collection by COUNTY pursuant to MPP 45-304 through 45-305 and 11-402.66.
- 7.11 For overpayments governed by MPP 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 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 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 45-305.3.331 (a) and (b), MPP 45-305.3.332, MPP 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/Youth/NMD 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/Youth/NMD from a Resource Family Home following termination of this Contract, COUNTY will pay based upon the Foster Family Agency Program Rates.

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

7.15 Method of Payment and Required Information

7.15.1 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).

7.15.2 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 agreement or contract. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number or (TIN), a working e-mail 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.

7.15.3 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 the agreement or 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.

## **8.0 BACKGROUND AND SECURITY INVESTIGATIONS**

- 8.1 For the safety and welfare of the Children/Youth/NMD 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/Youth/NMD 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/Youth/NMD while providing services under this Contract when such information becomes known to CONTRACTOR.
- 8.5 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to Children/Youth/NMD, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.



## **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  
510 S. Vermont Avenue  
Los Angeles, California 90020  
Email: [CADNotices@dcfs.lacounty.gov](mailto:CADNotices@dcfs.lacounty.gov)

and to:

Los Angeles County Probation Department  
Probation Child Welfare  
Placement Permanency & Quality Assurance  
11701 South Alameda Street, 2<sup>nd</sup> 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 notification from COUNTY regarding Corrective Action Plans, "Hold", "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 Welfare and Institutions Code, Sections 5328 through 5330, 10850 and 827, all Placed Children/Youth/NMD's records are confidential. Portions of these confidential records, pertaining to the treatment or supervision of the Child/Youth/NMD, 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/Youth/NMD. 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/Youth/NMD if (1) the person seeks to interview, photograph, videotape or voice record a Child/Youth/NMD, 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/Youth/NMD'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/Youth/NMD's confidentiality.

- 10.2 If CONTRACTOR's staff qualify as members of a multi-disciplinary team, as defined in WIC Sections 830 and 18951(d), such staff may access and disclose information regarding Children/Youth/NMD 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, agents, and Resource Foster Parents providing services and care hereunder of the confidentiality provisions of this Contract. All Resource Foster Parents, and 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 Form" (Exhibit D-1) or the "Resource Foster Parent Acknowledgment and Confidentiality Agreement" (Exhibit D-4).
- 10.4 FFA CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit D-4, "Resource Foster Parent Acknowledgment and Confidentiality Agreement." CONTRACTOR shall maintain in its files copies of such executed Agreements.
- 10.5 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/Youth/NMD.
- 10.6 Confidentiality Requirements for Probation
  - 10.6.1 By State law (California Welfare and Institutions Code § 827 and 828, and Penal Code § 1203.05, and 1203.09 and 11140 through 11144) all juvenile records and Probation case information which is in the

CONTRACTOR'S care and possession is confidential and no information relating to any adult or minor is to be in any way released to anyone except those authorized employees of the Los Angeles COUNTY Probation Department and law enforcement agencies.

10.6.2 Employees of CONTRACTOR shall be given copies of all cited code sections, and a form to sign (Exhibit D-3) "Confidentiality of CORI Information", regarding confidentiality of the information in the juvenile records. Copies of the form are to be sent to County Program Manager (Probation) within five (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 review for CONTRACTOR's Plan of Operations and Program Statement and any Program Statement Amendments during the term of the Agreement. In addition, COUNTY shall have the right to monitor, including but not limited to review and audit CONTRACTOR for compliance with this Agreement, Statement of Work, and all applicable rules and regulations related to ISFC FFAs. All programmatic audit reports and corrective action plans will be a matter of public record to the extent required by the California Public Records Act.
- 11.2 CONTRACTOR shall be given reasonable access to appropriate COUNTY personnel. CONTRACTOR shall be given pertinent documentation, information, relevant to providing foster care services in accordance with COUNTY DCFS/PCW policy and court policy for confidentiality. CONTRACTOR shall hold all such information in confidence pursuant to the provisions of Part I, Section 10.0 Confidentiality, in the body of this Contract.
- 11.3 COUNTY shall provide CONTRACTOR with all available information about the Placed Child/Youth/NMD that may be released in accordance with applicable laws and regulations concerning confidentiality and the release of DCFS/PCW case records to service providers. This information may include court orders, court reports, medical, mental health information, educational and placement history information. The CSW/DPO will assist CONTRACTOR in obtaining all the necessary information. The information needed to assess the needs of the Placed Child/Youth/NMD shall include,

but is not limited to: (1) the items identified in Title 22, Division 6, Chapter 1, Section 80070(b) and Chapter 8.8, Section 88070(a)(1)-(2); and (2) a description of dangerous propensities of the Placed Child/Youth/NMD as outlined in the California Department of Social Services, Manual of Policies and Procedures, Division 31, Section 31-310.16. COUNTY shall report to CONTRACTOR any additional information related to dangerous propensities learned subsequent to placement, in accordance with Exhibit E, Statement of Dangerous Behaviors and CDSS CWS Manual, Section 31-405.

- 11.4 COUNTY shall arrange for a Child/Youth/NMD to visit a potential placement prior to placement whenever possible. If CONTRACTOR, the CSW/DPO, and the Child/Youth/NMD agree, the Child/Youth/NMD may be placed at the time of the pre-placement visit.
- 11.5 The CSW/DPO shall acknowledge that an orientation discussion with the Placed Child/Youth/NMD and the CSW/DPO was completed by signing the LIC 613B (Exhibit A-1.) This orientation includes the items designated in FFA Master SOW, Part C, Section 18.0 Placement Process (Intake/Discharge), Sub-section 18.11 Orientation of Newly Placed Children/Youth/NMD.
- 11.6 The CSW/DPO 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/Youth/NMD Placed by Order of the Juvenile Court. If a Child/Youth/NMD is placed during regular business hours without these items, CONTRACTOR shall immediately notify the Foster Care Hotline at (800) 697-4444. If a Child/Youth/NMD is placed after regular business hours, CONTRACTOR shall call the Foster Care Hotline the following business day with the Placed Child/Youth/NMD'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/Youth/NMD within two days of placement and shall issue supplemental funds in accordance with COUNTY regulations and limitations to meet the Placed Child/Youth/NMD's needs based on the Clothing Standard (Exhibit A-1).

The CSW/DPO shall work cooperatively with CONTRACTOR to provide input to and approval of the Needs and Services Plans and updates in accordance with FFA Master SOW, Part C, Program Services, Section 19.0 Needs and Services Plan, Sub-sections 19.1 through 19.3.

- 11.8 The CSW/DPO shall include written reports from CONTRACTOR in the next court report.
- 11.9 The CSW/DPO shall provide CONTRACTOR with a copy of each court report to the extent permitted by confidentiality laws.
- 11.10 COUNTY will monitor for CONTRACTOR's compliance with State laws, regulations and policies applicable to the visitation of Children/Youth/NMDs in placement.
- 11.11 The CSW/DPO shall obtain parental or Juvenile Court consent, as needed, for the Placed Child/Youth/NMD's medical and dental care, mental health treatment, and participation in recreational and school activities.
- 11.12 CSW/DPO shall provide CONTRACTOR with a copy of the court authorization for psychotropic medication, when applicable, within one day of initial placement.

## **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 Statement of Work (Exhibit A) of this Contract. CONTRACTOR shall provide such Services to each Placed Child/Youth/NMD in accordance with CONTRACTOR'S Plan of Operations 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 Operations and Program Statement to COUNTY in accordance with the Program Statement Guidelines of CCLD. CONTRACTOR's Plan of Operations and Program Statement will include, but not be limited to, specific statements defining intake policy, treatment Services and policies, replacement and discharge policies, detailed statements of the total Services provided by CONTRACTOR, staffing, and the expenditure statement submitted to the rate setting and licensing agencies. CONTRACTOR's performance under this Contract will be evaluated in part based on CONTRACTOR's Plan of Operations and Program Statement.
- 12.3 COUNTY may, during the term of this Contract, request that CONTRACTOR make revisions to its Plan of Operations 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 Operations and Program Statement to COUNTY at any time during the term of this Contract when CONTRACTOR makes changes to the program. COUNTY shall review such Plan of Operations and Program Statement revisions for

approval, and once accepted by COUNTY, CONTRACTOR's revised Plan of Operations and Program Statement shall become a part of this Contract as Exhibit A-13 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/Youth/NMD by COUNTY, or of the continued placement of Children/Youth/NMD 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 The CONTRACTOR shall maintain an FFA license issued by the California Department of Social Services, CCL Division, throughout the term of the Contract. A copy of the current license shall be included in the Program Statement.
- 13.2 The CONTRACTOR shall obtain a copy of the Resource Family Approval (RFA) Implementation Plan Letter issued by the California Department of Social Services (CDSS) Community Care Licensing Division (CCLD). The CONTRACTOR shall submit copy of the RFA Implementation Plan Letter through ePSSS portal. If the Prospective Contractor has CCLD RFA Implementation Plan Letter via a Memorandum of Understanding (MOU) for RFA Services from another FFA with an Adoption License, CONTRACTOR shall also obtain a complete copy of the executed MOU. The CONTRACTOR shall submit a copy of the MOU through ePSSS portal for Program Manager's review and approval.
- 13.3 The CONTRACTOR shall provide Services pursuant to the approved Plan of Operations and Program Statement. If planning to add additional offices during the term of the Contract, the CONTRACTOR shall notify the COUNTY Program Manager prior to the placement of or serving Placed Children/Youth/NMD from the additional office(s). Contractor's decision to pursue licensing of additional offices from CCLD does not ensure placements from the County.

### **14.0 FEES**

CONTRACTOR shall not charge any Placed Child/Youth/NMD or his/her family or guardian, or receive any fee or payment from any Placed Child/Youth/NMD 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/Youth/NMD or his/her family or guardian for Children/Youth/NMD 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/Youth/NMD, other than the Placed Child/Youth/NMD'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 future income payments are paid directly to COUNTY by the payer.

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

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

COUNTY may, during the normal course of its monitoring or investigation, place CONTRACTOR on Hold Status, Do Not Refer (DNR) Status or Do Not Use (DNU) 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 administrative/fiscal/programmatic requirement of the Contract. The local agency procedures referred to in Sub-sections 16.2, 16.3, and 16.4 below are internal DCFS/PCW procedures and are entitled, respectively, Hold Status, Do Not Refer Status, and Do Not Use Status. DCFS may vary from the current protocol and procedures when such variance is required to protect the health and safety of Placed Children/Youth/NMD. A copy of the COUNTY's current policies and procedures is attached herein as Exhibit N, DCFS/PCW Intensive Services Foster Care Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures.

### **16.1 Corrective Action Plan (CAP)**

When DCFS/PCW reasonably determines in its sole discretion, that a CONTRACTOR's deficiencies are amenable to correction, DCFS/PCW may require CONTRACTOR to provide a Corrective Action Plan and DCFS/PCW and CONTRACTOR may enter into a Corrective Action Plan. A CAP shall serve as CONTRACTOR's commitment to remedy such deficiencies. The CAP procedures are further discussed in Exhibit N, DCFS/PCW Intensive Services Foster Care Foster Family Agency 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 45-304 through 45-306 inclusive, will be included in the CAP after COUNTY's review of MPP 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 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 Corrective Action Plan, if the issue in dispute is solely the repayment of the identified Overpayment, governed by MPP 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 Corrective Action Plan 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/Youth/NMD to CONTRACTOR by placing CONTRACTOR on Hold status, for up to a 45-day period at any time during investigations or monitoring when based on prima facie evidence, DCFS/PCW 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 above, and as further described in Exhibit N, DCFS/PCW Intensive Services Foster Care Foster Family Agency 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/Youth/NMD safety is at issue, involving Overpayments only after compliance with MPP 45-304 through 45-306 inclusive, under circumstances where CONTRACTOR has failed to repay COUNTY per voluntary agreement (MPP 45-305.2.21 through 45-305.2.24), failed to repay per voluntary agreement pursuant to MPP 45-304.1.124, or failed to voluntarily repay COUNTY and after exhaustion of due process in COUNTY's favor (MPP 45-304.51 through 45-304.52).

16.2.2 COUNTY retains the right to impose a Hold status on individual resource foster homes at any time during investigations, auditing or monitoring when based on prima facie evidence, DCFS/PCW reasonably believes, in its sole discretion, that the resource foster parent has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the resource foster parent in issues of abuse or neglect; there is serious risk of abuse or neglect; or noncompliance with a significant requirement of this Contract for which the resource foster parent(s) failed to ensure protection, care, and safety of placed Children/Youth/NMD.

16.2.2.1 Under warranted circumstances, a Hold Status may be rescinded, on a resource foster parent as provided in Exhibit N, DCFS/PCW Intensive Services Foster Care Foster Family Agency 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/Youth/NMD to CONTRACTOR by placing CONTRACTOR on Do Not Refer Status (DNR 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 above, and as further described in Exhibit N, DCFS/PCW Intensive Services Foster Care Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures.

When DNR Status is implemented, a CAP may be established, as provided in Exhibit N. DNR Status is removed if the CONTRACTOR conforms to the CAP in terms of content and timeframe, or as provided in Exhibit N, DCFS/PCW Intensive Services Foster Care Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures.

16.3.1 Notwithstanding the above, COUNTY may also elect to employ a DNR status (Sub-section 16.3), unless Child/Youth/NMD safety is at issue, involving Overpayments only after compliance with MPP 45-304 through 45-306 inclusive, under circumstances where CONTRACTOR has failed to repay COUNTY per voluntary agreement (MPP 45-305.2.21 through 45-305.2.24), failed to repay per voluntary agreement pursuant to MPP 45-304.1.124, or failed to voluntarily repay COUNTY and after exhaustion of due process in COUNTY's favor (MPP 45-304.51 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/Youth/NMD from the CONTRACTOR's care by placing CONTRACTOR on Do Not Use Status (DNU 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 above, and as further described in Exhibit N, DCFS/PCW Intensive Services Foster Care Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures.

Under unique, warranted circumstances, a DNU Status may be rescinded, as provided in Exhibit N, DCFS/PCW Intensive Services Foster Care Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures.

16.4.1 Notwithstanding the above, COUNTY may also elect to employ a DNU status (Sub-section 16.4), unless Child/Youth/NMD safety is at

issue, involving Overpayments only after compliance with MPP 45-304 through 45-306 inclusive, under circumstances where CONTRACTOR has failed to repay COUNTY per voluntary agreement (MPP 45-305.2.21 through 45-305.2.24), failed to repay per voluntary agreement pursuant to MPP 45-304.1.124, or failed to voluntarily repay COUNTY and after exhaustion of due process in COUNTY's favor (MPP 45-304.51 through 45-304.52).

## 16.5 Notice Requirements

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

COUNTY will notify CONTRACTOR in writing 15 days prior to DCFS' intention to place CONTRACTOR on Hold for Administrative reasons (except insurance provisions). COUNTY will notify CONTRACTOR in writing within 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 DNR or DNU Status is recommended, the written notification letter will also invite CONTRACTOR to participate in a Review Conference (as described in Exhibit N, DCFS/PCW Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures) 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, DCFS Intensive Services Foster Care Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures).

## 16.6 Disagreement with Decision

Other than overpayment determinations subject to MPP 45-304 through 45-306 inclusive, CONTRACTOR may challenge the COUNTY action in accordance with DCFS/PCW 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/Youth/NMD to CONTRACTOR and remove, or cause to be removed, all Placed Children/Youth/NMD from the CONTRACTOR's supervision. In such event, no DCFS/PCW local agency grievance policies and procedures will occur.

### 17.0 FINANCIAL REPORTING

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

- 17.1 CONTRACTOR shall report annual revenues and expenditures on the Annual Revenue and Expenditure Report, the Foster Care 32, (FC 32) (Exhibit C-3). 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 Interim Licensing Standards, Title 22, Division 6, Chapter 8.8, Foster Family Agencies, Articles 9, and Subchapter 1, Section 88264, and as updated by the California Department of Social Services).
- 17.2 The Annual Revenue and Expenditure Report shall be submitted to the County 120 days following the close of the CONTRACTOR's Fiscal Year.
- 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 Revenue and Expenditure Report 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 Contractor's Annual Revenue and Expenditure Report shall include a copy of the required State of California Department of Social Services Total Program Cost Display (Form FCR 12 FFA).

17.5.1 Submission of IRS and EDD Transcripts

CONTRACTOR shall submit to COUNTY a true and correct and complete copy of its Internal Revenue Service (IRS) and Employment Development Department (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.

17.5.1.1 CONTRACTOR shall submit to the COUNTY its IRS and EDD Transcripts which includes its IRS Form 941 and EDD Form DE-9 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.

17.5.1.2 CONTRACTOR shall submit to the COUNTY its IRS and EDD Transcripts which includes its IRS Form 941 and EDD Form DE-9 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.

17.5.1.3 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 17.5.1.1 and 17.5.1.2, a true and correct copy of its Internal Revenue Service Verification of Nonfiling ("IRS VN") and Employment Development Department Employer Account Statement ("DE-2176").

17.5.1.4 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](mailto:CAD-Fiscal-Compliance@dcfs.lacounty.gov)

- 17.5.1.5 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.
- 17.5.1.6 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.
- 17.5.1.7 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.
- 17.5.1.8 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.
- 17.5.1.9 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.

- 17.6 The Annual Revenue and Expenditure Report and total program cost display shall be emailed to: (This may be changed to a web portal for electronic submission by the Contractors)

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

All use of funds must be in compliance with 2 Code of Federal Regulations (2 CFR) 1.100 title 1, part 1, section 100 or in 2 CFR Part 200, and as in the California Welfare and Institutions Code and in the current version of the California Manual of Policies and Procedures.

## **18.0 REPORTING REQUIREMENTS**

- 18.1 The CONTRACTOR shall prepare and submit a report in each instance enumerated in Part I, Section 5.0 General Insurance Requirements, Sub-section 5.4, Notification of Incidents, Claims or Suits.
- 18.2 COUNTY shall maintain the confidentiality of all data collected in monthly reports to the extent they are not subject to disclosure under the Public Records Act or other laws or regulations.
- 18.3 CONTRACTOR shall: (1) maintain copies of the Board of Directors' minutes in a readily accessible location; (2) provide COUNTY with copies of Board of Directors' minutes within 24 hours of request by COUNTY, except when the minutes requested describe a meeting that occurred during the past 45 days; (3) for minutes from a meeting that occurred within 45 days of COUNTY's request, provide the COUNTY with a copy of those minutes within 3 days of the request; and (4) report in writing all changes of membership, and officers of the Board of Directors, to the Program Manager(s) within one week of such changes (whether or not COUNTY requests information on such changes).
- 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 Contractor uses independent contractors to provide case management, social work, or any other services to Children/Youth/NMD 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 records on each Placed Child/Youth/NMD as required by California Code of Regulations, Title 22, Division 6, Chapter 1, Section 80070, Chapter 4, Section 83070 and 83070.1 and Chapter 8.8, Sections 88070, 88070.1, 88270 and 88270.1; and the relevant provisions in this Contract, including this Section 19.0, and CONTRACTOR's Plan of Operations and Program Statement (Exhibit A-13). Such records shall include, but not be limited to, placement and termination documents, medical and dental records, a record of court orders allowing psychotropic medication, Placed Children/Youth/NMD's financial records (clothing, allowances, earnings, medical expenses, etc.), diagnostic evaluations and studies, Placed Child/Youth/NMD 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/Youth/NMD care, etc.). The records shall be in sufficient detail to permit an evaluation of Services provided. The information in the Placed Child/Youth/NMD's record, maintained at CONTRACTOR's offices, shall be confidential, kept in a locked file, and made available only to selected staff who require it for needs and Services planning.
- 19.2 CONTRACTOR shall maintain accurate and complete financial records of all its activities and operations relating to this Contract in accordance with generally accepted accounting principles and which meet the requirements



for contract accounting described in Auditor-Controller 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 Resource Family Home and Resource Foster Parent as required by California Code of Regulations, Title 22, Division 6, Chapter 1, Section 80066 and Chapter 8.8, Sections 88066, 88066.1, 88069.7 and 88069.8. Such records shall include, but not be limited to, fingerprint clearances, Child/Youth/NMD Abuse Index clearances, CONTRACTOR's Certificate of Approval, and CONTRACTOR's admission agreements for each Placed Child/Youth/NMD.
- 19.4 All records described in Sub-sections 19.1 through 19.3 hereof, supporting documents, statistical records, and all other records pertinent to performance of this Contract, including, but not limited to, all timecards and other employment records and confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County or contiguous county and shall be made available to COUNTY, State or Federal authorities, as provided by applicable law, during the term of this Contract and either for a period of five (5) years after the expiration of the term of this Contract or for a period of three (3) years from the date of the submission of the final expenditure report, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review, or audit is started, the records shall be retained until all litigation, claims, financial management reviews, or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County or contiguous county, then, at COUNTY's sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section. CONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual, Section 23-353.
- 19.5 COUNTY retains the right to inspect, monitor, and conduct investigations of CONTRACTOR's program/fiscal operations, performance and contract compliance without prior notice to CONTRACTOR seven days a week, 24 hours a day. Unannounced audits, monitoring, interviews with Children/Youth/NMD 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 Fiscal Audit Phases, Fiscal Audits of Foster Family Agency Foster Care Services Contractors (Exhibit C-2), details the audit protocols followed by the Auditor-Controller and DCFS/PCW during fiscal audit reviews.

- 19.6 Such program reviews, investigations, or audits shall encompass all of CONTRACTOR's financial, program, Resource Foster Parent, Subcontractor, and Placed Children/Youth/NMD'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/Youth/NMD records, Resource Foster Parent and 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, the California Department of Social Services (CDSS), COUNTY) to be conducted by an independent audit firm and in accordance with generally accepted governmental auditing standards. Within thirty (30) days after issuance of the audit reports, CONTRACTOR shall forward copies of such reports by mail or email to:

Department of Children and Family Services  
Contracts Administration Division  
Attention: ISFC Contract Analyst and  
Contract Compliance Division  
510 S. Vermont Avenue  
Los Angeles, California 90020  
Email: [CAD-Fiscal-Compliance@dcfs.lacounty.gov](mailto:CAD-Fiscal-Compliance@dcfs.lacounty.gov)

and to:

Los Angeles County Probation Department  
Probation Child Welfare  
Placement Permanency & Quality Assurance  
11701 South Alameda Street, 2<sup>nd</sup> 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/NMD's 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 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action

Plan, 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.
- 20.4 CONTRACTOR shall retain all rights to appeal the 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 the 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.) and 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 cross-complaint in any action, proceeding or hearing brought by either CONTRACTOR against COUNTY or COUNTY against CONTRACTOR.
- 20.6 Nothing herein precludes the 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/Youth/NMD.
- 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 Director 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. Director hereby reserves the right to assign such personnel as are needed to serve as Program Manager 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 this 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 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 notices 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 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/Youth/NMD in a fashion that is consistent with the best interest of Children/Youth/NMD.

## **25.0 USE OF FUNDS**

- 25.1 CONTRACTOR shall be organized and operated as a Federal Tax Exempt and 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/Youth/NMD, in order to maintain the standards of care and Services consistent with the Statement of Work and the AFDC-FC payments received, and including expenditures consistent with MPP 11-404. 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 Title 2 of the CFR (Exhibit C) or any publication that supersedes these OMB circulars and the Auditor-Controller Contract Accounting and Administration Handbook Handbooks, 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/Youth/NMD placed by COUNTY. The determination of reasonable and allowable Expenditures shall be in accordance with OMB Title 2 of the CFR (Exhibit C) or any publication that supersedes these OMB circulars. and Auditor-Controller Contract Accounting Administration Handbooks, Exhibit C-1; Manual of Policies and Procedures Sections 11-400, 11-402, 11-403, 11-404, and 11-420; and 45 CFR 74.27. Any AFDC-FC funds un-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 45-304 through 45-306 and 11-404 inclusive, shall be controlling and must be exhausted, per 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, PCW, 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 PCW, upon demand by COUNTY. Upon notice by the CONTRACTOR, the COUNTY will, upon verification by the COUNTY, reduce the audit disallowance claimed by the COUNTY by the amount subject to repayment to the state for duplicated disallowed Expenditures during the time period covered by the 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/Youth/NMD, and to determine the appropriate disposition of unallowable Expenditures.
- 25.6 Total accumulated unexpended funds (TAUF) shall include (1) 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 Revenue and Expenditure Report (Exhibit C-3), 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/Youth/NMD 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/Youth/NMD 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 Section 11-404.2 through 11-404.2.24 of the State of California Manual of Policy and Procedure provides examples of permissible uses of unexpended funds. Said Sections may provide a guideline for permissible uses of TAUF. However, all CONTRACTOR plans for uses of TAUF require pre-approval by the California Department of Social Services (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 years and an acquisition cost of \$5,000 or more of COUNTY funds per unit capitalized.
- 26.3 CONTRACTOR shall, for any Real Property, land or Fixed Asset costing \$35,000 or more of funds provided to CONTRACTOR through this Contract, submit to COUNTY, at least 15 business days prior to any purchase (including Capital Leases as defined by Generally Accepted Accounting Principles (GAAP)), an analysis demonstrating that the purchase is less costly to CONTRACTOR than other leasing alternatives. CONTRACTOR shall also stipulate the source of all funds to be used for the purchase of the subject property. In the event that any funds to be used in the purchase will be from the current year Contract or TAUF (as defined in Part I, Section 25.0 Use of Funds, Sub-section 25.6), then CONTRACTOR shall obtain COUNTY's prior written approval for the purchase by notifying COUNTY by mail or email contacting County Program Manager as indicated on Exhibit U of this Contract, County Administration. COUNTY shall, within 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 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 above 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 above will vest with CONTRACTOR. All Fixed Assets not requiring COUNTY's prior written approval, as described in Sub-section 26.3 above, 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 provided as defined in Section 11-400s (4) of the California Department of Social Services Manual of Policies and Procedures (MPP).

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 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 45-304 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 California Department of Social Services Foster Care Rates Program(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 goods 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 OMB Title 2 of the CFR, Exhibit C; and the Auditor-Controller Contract Accounting and Administration Handbooks, Exhibit C-1.
- 29.3 Contractor must also conform to the audit provisions in OMB Title 2 of the CFR, or any publication that supersedes these OMB circulars. The applicable provisions of CDSS CCLD Manual of Policy and Procedures (MPP) sections 11-402, 11-403, 11-404, and 11-405 and Exhibits C-1, 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 X, 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.

**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES AND PROBATION  
DEPARTMENT  
MASTER CONTRACT FOR INTENSIVE SERVICES FOSTER CARE FOSTER FAMILY  
AGENCY FOR CHILDREN WITH SERIOUS EMOTIONAL AND BEHAVIORAL NEEDS**

**PART II: STANDARD TERMS AND CONDITIONS**

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

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

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

**1.2 COUNTY's Contract Program Monitor**

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

**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 has the absolute right to approve or disapprove all of CONTRACTOR's staff. COUNTY may request immediate removal or 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 its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Sub-section 2.1, 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 COUNTY.
- 2.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.
  - 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 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 REDUCTION**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY contracts, the COUNTY reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the CONTRACTOR under this Contract shall also be reduced correspondingly. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within 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 mail or 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-17, C-1 through C-3, D through D-4, Exhibits E, F, G, H, K, L, M, N, O, P, Q, R, S, T, U, W, W-1, X, Y, Z, and AA 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 COUNTY and executed by CONTRACTOR. If the change will result in no significant cost increase the amendment will be effective upon delivery of the replacement exhibit by mail or 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 change which does not have a significant cost impact, affect the scope of work, period of performance, payments, or which does not materially alter any term or condition included in this Contract, or for any change in CONTRACTOR's Plan of Operations 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 Contract are in compliance with

their court-ordered Child/Youth/NMD, 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 maintains 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 the CONTRACTOR to maintain compliance with the requirements set forth in Sub-section 6.1, "Contractor's Warranty of Adherence to County's Child Support Compliance Program," shall constitute a default by the CONTRACTOR under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure to cure such default within ninety (90) Days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board of Supervisors may terminate this Contract pursuant to Part II, Section 32.0, Termination for CONTRACTOR's Default, and pursue debarment of the CONTRACTOR, pursuant to County Code Chapter 2.202.

## 7.0 GRIEVANCES

CONTRACTOR shall establish written procedures to resolve grievances by Resource Foster Parents or staff of CONTRACTOR.

## 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 Sub-sections 8.1 hereof and Part II, Sub-section 23.1, 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 short-term, temporary services of ninety (90) Days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any Subcontractor to perform services for the COUNTY under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Sub-section shall be inserted into any such subcontract 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. No DCFS or Probation employee either active or on leave status shall be approved as a foster parent except when the DCFS Director, or delegate, has signed a written waiver to this prohibition for purposes of entering into a foster-adopt plan of action.

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 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 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](mailto:GAINGROW@DPSS.LACOUNTY.GOV) and [BSERVICES@WDACS.LACOUNTY.GOV](mailto: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 a Contractor if the Board of Supervisors, finds in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.
- 14.4 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 14.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. The CONTRACTOR and DCFS/PCW shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 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.
- 14.8.1 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.
- 14.9 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, the COUNTY seeks to ensure that all COUNTY CONTRACTORS, which receive or raise charitable contributions, comply with California law in order to protect the COUNTY and its taxpayers. A CONTRACTOR, 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'S 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 exists:

19.1.1 CONTRACTOR has made a material misrepresentation of any required information in the Plan of Operations and Program Statement; or

19.1.2 CONTRACTOR fails to comply with or perform any material provision of this Contract or fails to make progress so as to endanger performance of any term of this Contract; or

19.2 Notice is given by CDSS that CONTRACTOR's Foster Family Agency Program Rate will be terminated. Actual termination of the Rate is not required for default pursuant to this provision.

19.3 CONTRACTOR's failure to comply with the Criminal Clearance background check or the Megan's Law Website database check requirements, including certifying a foster home with either an exemption or exception to the Criminal Clearance background check for use by the COUNTY without prior written approval from the COUNTY Program Manager, shall be considered an event of default.

#### 19.4 Default for Insolvency

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

19.4.1 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;

19.4.2 The filing of a voluntary petition in bankruptcy;

19.4.3 The appointment of a Receiver or Trustee for CONTRACTOR;

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

#### 19.5 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 COUNTY employees, and GAIN/GROW participants, as described in Part II, Sections 13.0 and 14.0) 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  
Attention: Division Chief, Youth Development Services  
1933 S. Broadway, 6<sup>th</sup> Floor  
Los Angeles, CA 90007  
Email: [youthds@dcfs.lacounty.gov](mailto:youthds@dcfs.lacounty.gov)

and to:

Los Angeles County Probation Department  
Probation Child Welfare  
Attention: Director, Youth Development Services  
1933 S. Broadway, 6<sup>th</sup> Floor  
Los Angeles, CA 90007  
Email: [ProbAB12@probation.lacounty.gov](mailto:ProbAB12@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 the 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://lacounty.info/doing\\_business/main\\_db.htm](http://lacounty.info/doing_business/main_db.htm). (There are underscores in the address between the words 'doing business' and 'main db'.)

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

#### **24.0 NON-DISCRIMINATION IN SERVICES**

In the performance of this Contract CONTRACTOR shall not discriminate in the delivery of Services as provided in CONTRACTOR's Plan of Operations and Program Statement, attached hereto as Exhibit A-13, 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 the CONTRACTOR's CDSS, CCLD license. COUNTY and CONTRACTOR agree that CONTRACTOR will accept or reject Children/Youth/NMD for placement consistent with CONTRACTOR's Plan of Operations 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 Service 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 27.2 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 the 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 Sub-section 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**

- 28.1 In recognizing CONTRACTOR's need to identify its Services and related clients to sustain itself, COUNTY shall not inhibit CONTRACTOR from publicizing its role under this Contract within the following conditions:
- 28.1.1 CONTRACTOR shall develop all publicity material in a professional manner and subject to Part I, Section 10.0, Confidentiality, of this Contract.
- 28.1.2 During the course of performance of this Contract, CONTRACTOR, its employees, agents, and Subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the name of COUNTY without the prior written consent of COUNTY. Said consent shall not be unreasonably withheld, and approval by COUNTY may be assumed in the event no

adverse comments are received in writing two (2) weeks after submittal.

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

## **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 DCFS Director, except as provided in the Statement of Work, Part D, Section 3.0, Sub-section 3.5.3.3. 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."
- 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 Manager all the following documents:
  - 31.4.1 An executed Acknowledgment and Confidentiality Agreement (Exhibit D-2) 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, 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 Manager 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, 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 Part I, Dispute Resolution Procedures, 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/Youth/NMD in a fashion that is consistent with the best interest of Children/Youth/NMD. 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 or <http://fraud.lacounty.gov/>.

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 38.0 "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 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 Subsection 41.1.1, 41.1.2, and 41.1.3; 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 256-bit 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 43.0 (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 Attachment 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 the Master Agreement. 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 Master Agreement.

#### **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.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 Reserved**

#### **46.0 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)**

A Bidder/Proposer, or a Contractor or its subsidiary or Subcontractor ("Bidder/Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Bidder/Proposer/Contractor has provided advice or consultation for the solicitation. A Bidder/Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Bidder/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 Bidder/Proposer/Contractor from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision will survive the expiration, or other termination of this Contract.

#### **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 PROBATION DEPARTMENT  
FOSTER CARE PLACEMENT SERVICES MASTER CONTRACT FOR INTENSIVE  
SERVICES FOSTER CARE FOSTER FAMILY AGENCY FOR CHILDREN WITH  
SERIOUS EMOTIONAL AND BEHAVIORAL NEEDS  
CONTRACT NUMBER XX-XX-XX**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment 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 officers, as of the 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 Amendment. This Amendment 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.

COUNTY OF LOS ANGELES

CONTRACTOR

By: \_\_\_\_\_  
BRANDON T. NICHOLS,  
Director  
Department of Children and  
Family Services

By: \_\_\_\_\_  
GUILLERMO VIERA ROSAS  
Chief Probation Officer  
Probation Department

\_\_\_\_\_  
Name of Agency

By: \_\_\_\_\_

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

Title \_\_\_\_\_

By: \_\_\_\_\_

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

Title \_\_\_\_\_

\_\_\_\_\_  
Tax Identification Number

APPROVED AS TO FORM:

DAWYN R. HARRISON,  
County Counsel

By: \_\_\_\_\_  
David Beaudet, Senior Deputy County Counsel

\_\_\_\_\_  
Date

## Intensive Services Foster Care - Serious Emotional Behavioral Needs

### Standard & Unique Exhibits

|                     |                                                                                                                  |
|---------------------|------------------------------------------------------------------------------------------------------------------|
| Exhibit A           | Statement of Work (REVISED 4/11/2023)                                                                            |
| Exhibit A-1         | Foster Family Agency Reference Links                                                                             |
| <i>Exhibit A-2</i>  | Service Delivery Sites                                                                                           |
| Exhibit A-3         | Intentionally Left Blank                                                                                         |
| Exhibit A-4         | Intentionally Left Blank                                                                                         |
| Exhibit A-5         | Special Incident Reporting Guide for FFAs                                                                        |
| Exhibit A-6         | FFA Monthly Utilization Report Template                                                                          |
| Exhibit A-7         | Intentionally Left Blank                                                                                         |
| Exhibit A-8         | Intentionally Left Blank                                                                                         |
| Exhibit A-9         | Intentionally Left Blank                                                                                         |
| Exhibit A-10        | Discharge Summary for DCFS: Foster Family Agency                                                                 |
| Exhibit A-11        | Provider Needs and Services Plan/Quarterly Report Template Information                                           |
| Exhibit A-12        | Applicant's Authorization for Release of Information                                                             |
| Exhibit A-13        | Foster Family Agency's Plan of Operations and Program Statement                                                  |
| Exhibit A-13a       | CDSS Approval Letter for Resource Family Approval (RFA) Implementation Plan                                      |
| <i>Exhibit A-14</i> | ISFC FFA Facility License(s)                                                                                     |
| <i>Exhibit A-15</i> | ISFC FFA Rate Letter                                                                                             |
| Exhibit A-16        | Intentionally Left Blank                                                                                         |
| Exhibit A-17        | Adoption License or MOU                                                                                          |
| <i>Exhibit B</i>    | Line Item budget                                                                                                 |
| Exhibit C           | Office of Management and Budget (OMB) Title 2 Code of Federal Regulations (CFR), Part 200 and 2 CFR 1.100, title |
| Exhibit C-1         | Auditor-Controller Foster Family Agency Contract Accounting and Administration Handbook                          |

|                    |                                                                                                                                                                                |
|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Exhibit C-2        | Auditor-Controller/Department of Children and Family Services/Probation Department Fiscal Audit Phases, Fiscal/Audits of Foster Family Agency Foster Care Services Contractors |
| Exhibit C-3        | Los Angeles County Annual Revenue and Expenditure Report including Form FCR 12 FFA                                                                                             |
| <i>Exhibit D</i>   | Contractor Acknowledgment and Confidentiality Agreement Form                                                                                                                   |
| Exhibit D-1        | Contractor Employee Acknowledgment and Confidentiality Agreement Form                                                                                                          |
| Exhibit D-2        | Contractor Non-Employee Acknowledgment and Confidentiality Agreement Form                                                                                                      |
| <i>Exhibit D-3</i> | Confidentiality of Criminal Offender Record Information (CORI) Form                                                                                                            |
| Exhibit D-4        | Resource Foster Parent Acknowledgment and Confidentiality Agreement                                                                                                            |
| Exhibit E          | Statement of Dangerous Behaviors and California Department of Social Services Child Welfare Services Manual, Section 31-405                                                    |
| Exhibit F          | IRS Notice 1015 - Notice to Employees Regarding Federal Earned Income Credit (FEIC)                                                                                            |
| Exhibit G          | Payment Resolution Notification (COV 71)                                                                                                                                       |
| Exhibit H          | Overpayments Policy                                                                                                                                                            |
| <i>Exhibit I</i>   | Contractor's Certification of Compliance with Child, Spousal and Family Support Orders                                                                                         |
| <i>Exhibit J</i>   | Contractor's Certification of Compliance with all Federal and State Employment Reporting Requirements                                                                          |
| <i>Exhibit K</i>   | Contractor's Equal Employment Opportunity (EEO) Certification                                                                                                                  |
| <i>Exhibit L</i>   | Charitable Contributions Certification                                                                                                                                         |
| <i>Exhibit M</i>   | Defaulted Property Tax Certification Form                                                                                                                                      |
| Exhibit N          | DCFS Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures (As Amended on February 24, 2014)                                                    |
| <i>Exhibit O</i>   | Federal Debarment and Suspension Certification Form                                                                                                                            |

## **Intensive Services Foster Care - Serious Emotional Behavioral Needs**

|                  |                                                                        |
|------------------|------------------------------------------------------------------------|
| <i>Exhibit P</i> | Contractor's Compliance with Encryption Requirements Form              |
| <i>Exhibit Q</i> | Zero Tolerance Human Trafficking Policy Certification Form             |
| <i>Exhibit R</i> | Certification of Compliance with Background and Security Investigation |
| Exhibit S        | Safely Surrendered Baby Law Fact Sheet                                 |

|                  |                                                                                                |
|------------------|------------------------------------------------------------------------------------------------|
| <i>Exhibit T</i> | County of Los Angeles Contractor Employee Jury Service Program Certification Form (Code 2.203) |
| Exhibit U        | County's Administration                                                                        |
| <i>Exhibit V</i> | ISFC Contractor's Administration                                                               |
| Exhibit W        | Sample Report on Outside Employment                                                            |
| Exhibit W-1      | Sample Report on Conflict of Interest                                                          |
| Exhibit X        | Federal Award Information                                                                      |
| Exhibit Y        | Intentionally Omitted                                                                          |
| Exhibit Z        | Information Security and Privacy Requirements                                                  |
| Exhibit AA       | Compliance with Fair Chance Employment Hiring Practices Certification                          |

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

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

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

**STATEMENT OF WORK**

**July 2027**

**COUNTY OF LOS ANGELES**  
**DEPARTMENT OF CHILDREN AND FAMILY SERVICES AND PROBATION**  
**DEPARTMENT**  
**MASTER CONTRACT FOR**  
**INTENSIVE SERVICES FOSTER CARE FOSTER FAMILY AGENCY FOR CHILDREN**  
**WITH SERIOUS EMOTIONAL AND BEHAVIORAL NEEDS**  
**STATEMENT OF WORK**  
  
**TABLE OF CONTENTS**

| <b>PART</b>   |                                                           | <b>PAGE</b> |
|---------------|-----------------------------------------------------------|-------------|
| <b>PART A</b> | <b>DEFINITION</b>                                         | 3           |
| <b>PART B</b> | <b>INTRODUCTION</b>                                       | 7           |
| 1.0           | PROGRAM PRINCIPLES                                        | 7           |
| 2.0           | DCFS/PROBATION INTENSIVE SERVICES FOSTER CARE GOALS       | 10          |
| 3.0           | PROGRAM PRACTICE EXPECTATIONS                             | 11          |
| 4.0           | PROGRAM STATEMENT                                         | 14          |
| 5.0           | SERVICE DELIVERY SITES                                    | 15          |
| 6.0           | INFORMATION TECHNOLOGY                                    | 15          |
| <b>PART C</b> | <b>SCOPE OF WORK</b>                                      |             |
| 1.0           | TARGET POPULATION                                         | 16          |
| 2.0           | REQUIRED SERVICES                                         | 17          |
| 3.0           | RATES AND SERVICE LEVEL                                   | 24          |
| 4.0           | STAFF REQUIREMENTS                                        | 25          |
| 5.0           | ISFC RESOURCE PARENT REQUIREMENTS                         | 27          |
| 6.0           | MONITORING OF ISFC HOMES                                  | 30          |
| <b>PART D</b> | <b>SERVICE TASKS TO ACHIEVE PERFORMANCE OUTCOME GOALS</b> |             |
| 1.0           | INTAKE                                                    | 31          |
| 2.0           | SAFETY RESPONSE, PLANNING, AND NOTIFICATION               | 33          |
| 3.0           | SERVICE DELIVERY                                          | 35          |
| 4.0           | DISCHARGE PLANNING                                        | 37          |
| 5.0           | MANDATORY REPORTS                                         | 37          |
| 6.0           | TRAINING                                                  | 39          |

## **PART A: DEFINITIONS**

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

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

**Child Welfare History Review (CWHR)**- A reference check for each applicant prior to the approval of a Resource Family for placement of Los Angeles (LA) County children, in accordance to Health and Safety Code (HSC) 1517 and Welfare Institute Code (WIC) 16519.5.

**COUNTY ISFC Program Managers**- The DCFS designated staff who oversees program operations to ensure they meet COUNTY's expectations; and effectively communicates with the County ISFC program administrative team to ensure FFA's compliance with the contracts and title 22 regulations.

**Disenrollment** – means when a child/youth/NMD leaves the program without meeting treatment goals and/or was moved to a higher level of care. Examples include: Foster Parent (FP) asked Child/Youth/NMD to leave, Child/Youth/NMD moved due to investigation of FP, Child/Youth/NMD moved due to sexual or other dangerous behavior in the home, Agency decided to move the Child/Youth/NMD out of the home, child/youth/NMD needed a more appropriate treatment, hospitalization, runs away, Emergency Shelter Care/Transitional Shelter Care Short-Term Residential Therapeutic Program/Group home, Child/Youth/NMD requested to be moved or dis-enrolled. This can also be when a Child/Youth/NMD is moved out of the home which is outside of the ISFC agency's control. Examples include: court ordered Home of Parent (HOP), reside with sibling, etc.), adoption.

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

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

**Graduated** – means when the Child/Youth/NMD has met Mental Health treatment goals and placed in lower level of care. This could also include when a Child/Youth/NMD moves to Wraparound or Intensive Field Capable Clinical Services (IFCCS).

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

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

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

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

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

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

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

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



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

**Matched Youth-** A youth placed in an ISFC certified home who is eligible to elevate for ISFC services through the Level of Care Criteria.

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

**Release of Information (ROI)-** An applicant’s authorization for release of information.

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

with the State DHCS to arrange for and/or provide specialty mental health services within the COUNTY.

**Therapeutic Foster Care (TFC)** - is a short-term, intensive, highly coordinated, trauma informed and individualized rehabilitative service covered under Medi-Cal that is provided to a child/youth (up to age 21) with complex emotional and behavioral needs who is placed with trained and intensely supervised and supported TFC parents.

**Therapeutic Foster Care Services (TFCS)** - This refers to the Rehab intervention services provided by the Resource Parent as defined by the Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home Based Services (IHBS) and TFC (Therapeutic Foster Care).

**Unmatched Children/Youth/NMDs** - ISFC eligible youth stepping down from Short-term Residential Therapeutic Program (STRTP)/Group Home, Transitional Shelter Care (TSC), Juvenile Hall, or a psychiatric hospitalization within the last 6 months who do not have an identified ISFC resource home.

## **PART B: INTRODUCTION**

### **1.0 Intensive Services Foster Care (ISFC) Program Principles**

1.1. ISFC shall be provided by a Foster Family Agency (FFA) contracted by Los Angeles COUNTY and responsible for (1) the recruitment, certification, training of, and support to, ISFC Resource Families in compliance with the State Resource Family Approval (RFA) process and (2) the provision of the core services to children, Child/Youth/NMD, or Non-Minor Dependents (NMD) supervised by DCFS/PCW and under the care of the FFA as outlined in Welfare and Institutions Code (WIC) 11463(b).

1.1.1. ISFC contractors may train and make a good faith attempt to approve, and certify relatives and non-related extended family members (NREFM) initially identified by the COUNTY as possible ISFC Resource Homes. ISFC Contractor shall notify the County within ten business days of any denial.

1.2. Intensive Services Foster Care (ISFC) is the highest level of care in California provided by approved FFAs for the delivery of intensive therapeutic services to children who have been determined by the Level of Care (LOC) to meet the criteria for medical necessity for Specialty Mental Health Services (SMHS) and/or to be in need of supervision and care services greater than traditional of foster care.

1.2.1. FFAs with an approved Program Statement for ISFC and with a Medi-Cal Certification and contract with COUNTY DMH Mental Health Plan for the delivery of SMHS shall provide Intensive Case Coordination (ICC), Intensive Home Based Services (IHBS). FFAs may also provide Therapeutic Family Care Services (TFCS). All services to be as described in the current Medi-Cal Manual for ICC, IHBS, and TFC.

- 1.3. Los Angeles COUNTY ISFC programs require FFAs providing ISFC services under this contract to either have a contract with Los Angeles COUNTY DMH or obtain a DMH contract within twenty-four months of ISFC contract execution. FFAs pending DMH contract must have a formal agreement with Los Angeles COUNTY DMH contracted agency for the provision of intensive mental health services as mutually agreed upon with the FFA and DCFS/PCW prior to commencing ISFC service until the DMH contract is executed.
- 1.4. FFAs with an approved Program Statement for ISFC and with a Medi-Cal Certification and contract with COUNTY DMH Mental Health Plan for the delivery of SMHS shall provide Intensive Case Coordination (ICC), Intensive Home Based Services (IHBS). FFAs may also provide Therapeutic Family Care Services (TFCS). All services to be as described in the current Medi-Cal Manual for ICC, IHBS, and TFC.
- 1.5. Los Angeles COUNTY ISFC programs shall provide specially selected and trained FFA ISFC staff and ISFC RFA resource parents as outlined in WIC Section 18358 and Sections 1830.205 or 1830.210 of Title 9 of the California Code of Regulations.

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

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

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

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

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

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

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

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

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

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

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

## **2.0 DCFS/PCW INTENSIVE SERVICES FOSTER CARE (ISFC) PROGRAM GOALS**

- 2.1. ISFC CONTRACTORs shall provide for the care and supervision of DCFS and PCW foster Child/Youth/NMD. ISFC CONTRACTORs shall concurrently deliver intensive mental health interventions, in compliance with their DMH Contract or with the DMH contracted provider until their contract is established in a home-based setting using highly qualified and trained professional teams that include specially trained resource families. Los Angeles COUNTY ISFC programs require FFAs providing ISFC services under this contract to either have a contract with Los Angeles COUNTY DMH or obtain a DMH contract within twenty-four months of ISFC contract execution. FFAs pending DMH contract must have a formal agreement with Los Angeles COUNTY DMH contracted agency for the provision of intensive mental health services as mutually agreed upon with the FFA and DCFS/PCW prior to commencing ISFC service until the DMH contract is executed.
- 2.2. ISFC programs shall provide for care and supervision and intensive mental health services that are time-limited, individualized services for each ISFC Child/Youth/NMD with the goal of improving the social and emotional functioning, decreasing aggressive and defiant behaviors, and promoting placement stability at lower levels of care, thereby reducing time lines to permanency for those Child/Youth/NMD eligible for the program.
- 2.3. DCFS and PCW in partnership with DMH are committed to the development and implementation of approximately 200 ISFC slots (beds) for children under its jurisdiction. An ISFC CONTRACTOR is expected to participate in reaching this goal through **continuous dedicated efforts of recruitment.**
- 2.4. ISFC CONTRACTORs shall provide ongoing recruitment and maintain a minimum of 2 ISFC resource family homes with a goal to reach 8-16 ISFC resource family homes.
  - 2.4.1 Intensive Services Foster Care Program Managers will meet with CONTRACTORs quarterly to ensure compliance with 2 home minimum of ISFC resource family homes.

2.4.2 Intensive Services Foster Care Program may exercise their discretion to remove a home from the ISFC vacancy list if the home has not had an active placement for more than 12 months.

### **3.0 PROGRAM PRACTICE EXPECTATIONS**

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



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

To meet the intensive needs of individuals receiving services through ISFC, Contractor shall ensure that the IHSC, FFA Social Worker, and Therapist provide the following services, at a minimum, to the Children/Youth/NMDs and the caregiver(s), based on medical necessity and informed by the CFT:

3.6.5.1 Individual/Family Therapy: 2 hours per month

3.6.5.2 Intensive Home Based Services: 2 hours per month

3.6.5.3 Intensive Care Coordination: 2 hours per month

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

3.6.7 CONTRACTOR shall have a designated ISFC staff member for the purposes of ISFC recruitment and training. CONTRACTOR shall provide a specific and measurable recruitment plan of action to meet allocation and the need of the COUNTY placing agencies for ISFC homes. The plan of action will include monthly documented updates provided to the COUNTY ISFC program managers. See exhibit A-3.

3.6.7.1- CONTRACTOR shall provide agency recruitment plan 30 days after the execution of the contract and quarterly thereafter.

3.6.7.2- CONTRACTOR shall provide a monthly progress report detailing recruitment activities to the COUNTY ISFC Program Managers by the 10<sup>th</sup> of each month for the previous month recruitment activities.

#### **4.0 PROGRAM STATEMENT**

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

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

laws and COUNTY policy.

- 4.3. CONTRACTOR'S Program Statement Amendments shall be approved by the CCLD and the COUNTY prior to commencing the implementation of any changes in operation and services.
- 4.4. COUNTY reserves the right to request changes to the Program Statement based on the needs of DCFS and PCW.

## **5.0 SERVICE DELIVERY SITES**

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

## **6.0 INFORMATION TECHNOLOGY**

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

## **PART C: SCOPE OF WORK**

### **1.0 TARGET POPULATION**

#### **1.1. TARGET DEMOGRAPHICS**

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

#### **1.2. ISFC ELIGIBILITY CRITERIA**

- 1.2.1. For Out-of-Home care, the identification of ISFC as an appropriate service for the child shall be in accordance with his or her Child and Family Team and the Levels of Care process designed by the State and COUNTY.
- 1.2.2. LOC approved unmatched Children/Youth/NMDs shall be referred to and approved by the ISFC Planning Consultation Team comprised of representatives from DMH, DCFS or PCW to determine matching and availability for a potential ISFC home placement.
- 1.2.3. ISFC children shall meet the LOC ISFC criteria to be eligible for ISFC. The eligibility criteria include but are not limited to confirmed information regarding behaviors that have been presented for the past 6 months and that warrant the need to ensure a safe placement of a child. The eligibility criteria may include one or more of the following:
  - Adjudicated violent offenses, significant property damage, and/or sex offenders/perpetrators
  - Aggressive and Assaultive
  - Animal Cruelty
  - Commercial Sexual Exploitation of Children (CSEC)
  - Eating Disorder
  - Fire Setting
  - Gang Activity

- Habitual Runaway
  - Habitual Truancy
  - Special Health Care Needs (SHCN) Psychiatric Hospitalization(s)
  - Severe mental health issues-including suicidal ideation and/or Self Harm
  - Substance Use/Abuse
- 1.2.4. ISFC program allows for no more than three foster children, two of whom may be ISFC eligible Child/Youth/NMDs, to be placed in an ISFC home unless approved by the Director of DCFS or Chief Probation Officer of the Probation Department.
- 1.2.5. ISFC Children/Youth/NMDs shall meet the following criteria:
- (a) Are full-scope Medi-Cal (Title XIX) eligible;
  - (b) Have an open PCW and/or DCFS services case;
  - (c) Are completing a publicly funded education program;
  - (d) Meet the medical necessity criteria for Specialty Mental Health Services (SMHS)
  - or,
  - (e) May have behaviors not otherwise met in a lower level of care.

## **2.0 REQUIRED SERVICES**

### **2.1. ISFC FFA Master Contract Requirements**

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

### **2.2. Core Services for ISFC CONTRACTORS**

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

- 2.2.1 Specialty Mental Health Services (SMHS): At the ISFC level of care in Los Angeles COUNTY, CONTRACTOR shall have a contract with the LA COUNTY DMH under the local Mental Health Plan (MHP) and comply with all of the Early and Periodic Screening, Diagnosis, and

Treatment (EPSDT) Medi-Cal SMHS service eligibility, delivery, and expectations outlined in that DMH contract Los Angeles COUNTY ISFC programs require FFAs providing ISFC services under this contract to either have a contract with Los Angeles COUNTY DMH or obtain a DMH contract within twelve months of ISFC contract execution. FFAs pending DMH contract must have a formal agreement with Los Angeles COUNTY DMH contracted agency for the provision of intensive mental health services as mutually agreed upon with the FFA and DCFS/PCW prior to commencing ISFC service until the DMH contract is executed.

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

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

## 2.2.2 Transition Services:

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

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

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

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

2.2.2.4 Transition services must include family finding efforts that begin at the initial CFT, as well as temporary care to stabilize, support

and maintain the placement, such as respite care.

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

### 2.2.3 Supportive Services:

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

- 2.2.3.1 Special attention shall be given to the ISFC Child/Youth/NMD that needs additional, more intensive, or more frequent services and assistance in these areas given the higher needs associated with the ISFC population.

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

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

### 2.2.4 Transition to Adulthood Services:

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

- (1) Training in interactive life skills including participation in Transitional Independent Living Plans and other programs provided by programs outside of or within the ISFC FFA,
- (2) Development and maintenance of lifelong biological or nonrelated

family relationships as well as healthy intimate relationships and practices that express the Child/Youth/NMD's sexual orientation and/or gender identity,

- (3) Educational preparation and support for vocational colleges and/or public/private universities,
- (4) Employment preparation and support in the development of the professional skills needed in the identification and navigation of the job market,
- (5) Information on housing assistance and options, and
- (6) Linkages to Regional Center and California Children Services (CCS) when appropriate.

#### 2.2.5 Permanency Support Services:

ISFC is intended to be a time-limited intensive support to Child/Youth/NMD's that requires such intervention and supervision in order to stabilize their behavioral and mental health and, thereby, increasing chances of successful reunification or achieving other means of permanency.

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

2.2.5.1.1 CONTRACTOR must submit a request for LOC criteria to re-evaluate Child/Youth/NMD's who has been in the ISFC program for over 18 months to determine if he or she continues to meet medical necessity for intensive mental health services.

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

2.2.5.3 CONTRACTOR shall provide assistance and support including, but not limited to, family finding and engagement as well as the



provision of such mental health services as family or conjoint therapy and psycho-education that will facilitate the Child/Youth/NMD's transition to a permanent home and/or to life-long relationships.

2.2.5.4 CONTRACTOR shall via the CFT process, establish a transition plan for any ISFC Child/Youth/NMD that has stabilized and is determined by a mental health assessment, behavioral needs and LOC criteria to no longer meet the eligibility for ISFC. If the plan is to have the Child/Youth/NMD's move to a lower level of care home or remain in the same resource home, then the CONTRACTOR shall notify the ISFC Program Manager or designee and the CSW/PCW Placement Officer to have an LOC redetermination 6 weeks in advance.

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

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

2.3.2 Ensure a 24-hour, seven (7) day per week qualified on-call ISFC Social Worker or Manager is available to respond to emergency and crisis situations and to oversee the in-person/face to face response to ensure safety and appropriate services, including mental health coverage, are being provided to the Child/Youth/NMD and to the ISFC Resource Parent.

2.3.3 CONTRACTOR shall provide for the ISFC specific selection, training and support of ISFC FFA Social Worker Case Manager and In-Home Support Counselors (IHSC).

2.3.3.1 Caseloads of the CONTRACTOR'S Social Worker Case Managers shall not exceed the ISFC requirements found in WIC 18358 or other regulations related to the provision on ISFC.

2.3.3.2 The CONTRACTOR shall assign an In-Home Support Counselor (IHSC) to each resource home, as outlined in WIC 18358 or other regulations related to the provision on ISFC.

2.3.4 CONTRACTOR shall develop a recordkeeping that clearly documents the placed Child/Youth/NMD date of intake into ISFC, the delivery of all services and supports to the child.

2.3.5 CONTRACTOR shall maintain record keeping of the date of resource

parents' ISFC certification, dates and topics of all ISFC resource parent training, dates and topics of all ISFC staff training, and all of the requirements set down by CCLD and the County FFA and ISFC contracts.

2.3.6 CONTRACTOR shall conduct initial and continued evaluation and assessment of the ISFC resource parents and homes whenever there is a change in household membership, location, service delivery, health or other circumstance that could potentially affect stability of the placement, the safety, and/or the quality of the ISFC services for the placed Child/Youth/NMD.

2.3.7 CONTRACTOR shall collaborate with the COUNTY ISFC Program Manager and when appropriate, with the ISFC Planning Consultation Team in the matching process prior to the suitable placement of eligible unmatched ISFC Child/Youth/NMD's into the ISFC homes.

2.3.7.1 ISFC program allows for no more than three foster children, two of whom may be ISFC eligible Children/Youth/NMD's, to be placed in an ISFC home. In compelling circumstances, such as to accommodate a pre-existing relationship, additional placements can be approved by the Director of DCFS or Chief Probation Officer of the Probation Department. An assessment of risk and compatibility needs to be completed prior to any additional eligible/non-eligible Child/Youth/NMD being placed in the home and any Child/Youth/NMD placed under these circumstances must have an NSP that ensures timely support and services. (AB 819).

2.3.8 CONTRACTOR shall develop and update the initial NSP and Quarterly Reports in consultation with the CFT to address the unique needs and strengths of each child and describe the specific underlying needs of the Child/Youth/NMD and the appropriate ISFC Level of Care Rate that ensures continuity and stability of placement, consistent with Child/Youth/NMD's mental health treatment plan and goals and includes a plan for planned and crisis respite care.

2.3.9 CONTRACTOR shall establish and maintain written policies and protocols on the areas listed below that can be made available to the CSW/PCW Placement Officer and ISFC Program Managers and DMH ISFC Program Administrators upon request:

(a) CONTRACTOR'S approach to the recruitment, selection, orientation, and training of ISFC Resource Parents and to the extent possible, outreach to potential ISFC Resource Parents that have a background in special education, psychological counseling, nursing, or child development and who are able to meet the needs of

Children/Youth/NMD's as identified by the placing agency.

- (b) An ISFC resource parent support plan that sets out a strategy for regular individual and group support activities, training expectations, and provision for specific self-care and respite options, with the latter in compliance with both State and COUNTY respite guidelines
- (c) Specific protocol for keeping Child/Youth/NMD safe including but not limited to, responding to self-harming and suicide attempts, runaways, sexual acting out, violent or assaultive behavior, or other high risk behaviors, as well as a protocol to follow up on any such safety risks by developing a set of interventions to reduce or eliminate future episodes, including a plan for 24-hour, seven (7) day per week in-person/face to face response by ISFC staff to the home or other locations when needed.
- (d) Collaborate with the CSW/PCW Placement Officer on the organization and coordination of Child and Family Team (CFT) meetings in the development of all service and treatment plans.

### 3.0 ISFC RATES AND LEVELS OF SERVICE

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

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

3.2 ISFC receives the highest rate level for foster care as determined by [WIC 18360](http://leginfo.ca.gov/faces/codes_displaySection.xhtml?sectionNum=18358.30&lawCode=WIC), [http://leginfo.ca.gov/faces/codes\\_displaySection.xhtml?sectionNum=18358.30&lawCode=WIC](http://leginfo.ca.gov/faces/codes_displaySection.xhtml?sectionNum=18358.30&lawCode=WIC), All COUNTY Letter (ACL) no. [25-45](#), [All County Letter 25-45](#) or any All COUNTY Letter superseding it. The FCRB monthly rate is broken down in to the following components:

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

3.3 For this monthly rate, the CONTRACTOR shall:

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

- 3.3.5 CONTRACTOR shall ensure that each placed ISFC Child/Youth/NMD will, in consultation with the CFT, provide ongoing assessments at least initially at intake and every three months thereafter, to determine if ISFC best meets their needs or if a redetermination needs to be considered.
- 3.3.6 The CONTRACTOR shall pay no less than the rate specified in ACL 25-45, any ACL superseding it, or the amount stipulated by the Welfare and Institution Code per Child/Youth/NMD's per month to the ISFC Resource Parent. This amount is subject to change in response to legislative updates or modifications related to increases in the California Necessities Index (CNI).
- 3.4 CONTRACTOR will ensure that all documentation and case notes supporting the monthly reimbursements for care and supervision are updated no less than 30 days from service provision. All documentation supporting other funding sources such as Medi-Cal reimbursement for mental health services as stipulated in the State Pathways to Mental Health, ICC, IHBS, TFC Manual are filed separately and updated timely in compliance with the CONTRACTOR'S DMH contract and Medi-Cal Standards.

#### **4.0 STAFF QUALIFICATIONS AND REQUIREMENTS**

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

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

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

4.6 Mental Health Staff Qualifications and Services:

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

4.7 Other Specialized Staff and Administrators:

- 4.7.1 CONTRACTOR may utilize specialized staff or administrators who are not on-going members of the ISFC team to perform functions related to

the ISFC program such as: recruitment, orientation and training of ISFC resource parents, or educational liaisons among other activities that reflect more generalized FFA duties. This function would exclude direct service team members.

- 4.7.2 CONTRACTOR shall ensure that (a) each specialized staff or administrator has the education, training and experience to provide the specialized service to ISFC Child/Youth/NMD's or ISFC resource parents; and (b) each specialized staff or administrator is trained on the policies and principles of ISFC and how these policies and principles relate to the specialized function they perform.

## **5.0 ISFC RESOURCE PARENT QUALIFICATIONS AND REQUIREMENTS**

### **5.1 Certification of ISFC resource parents:**

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

### **5.2 ISFC Resource Parent Qualifications**

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

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

5.2.2.3 CONTRACTOR shall submit Child Welfare History Review (CWHR) request for all adults residing and or significant contact in the home for all prospective resource parents. For homes that have been inactive (30 days) the CONTRACTOR shall re-submit the CWHR request to COUNTY ISFC Program Managers or anytime requested by COUNTY ISFC Program Managers. The CONTRACTOR shall submit Release of Information (ROI) specific to ISFC for all adults in the home.

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

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

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

### 5.3 Training Requirements:

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

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

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



additional 28 hours to complete the required 40 hours of pre-placement training).

- 5.3.3 For a FFH or Certified Family Home, up to 12 hours of preplacement training as required by HSC Section 1517 may be counted towards the 40-hour requirement.
  - 5.3.4 If the ISFC resource family is caring for children with special health care needs, training hours may be satisfied on an hour-by-hour basis for the training received pursuant to WIC Section 17731(c).
  - 5.3.5 In a two-parent household, placement of an eligible child may be made once at least one of the resource parents has completed 40 hours of pre-placement training as long as the second parent has completed 20 hours of pre-placement training. In such a circumstance, the second parent must complete the remaining 20 hours of preplacement training within 12 months of placement of the child.
  - 5.3.6 The 40 hours of pre-placement training must include information relating to working with children who have experienced trauma, behavior de-escalation techniques and cardiopulmonary resuscitation and first aid. The pre-placement training may be customized to each resource parent based on the child the family intends to serve. Additional pre-placement training subject matter topics may be required by the COUNTY placing agency, depending on the special needs of an eligible child/youth to be placed with the ISFC resource family.
  - 5.3.7 Ongoing Training-ISFC resource parents must complete 24 hours of ongoing training within 12 months of the placement of an eligible child/youth, and 12 hours per year for each year thereafter. Eight hours of this required training may be satisfied each year through annual RFA caregiver training or for FFHs or Certified Family Homes, annual training received required by that licensure or certification. As with initial training, if the ISFC resource family is caring for children with special health care needs, training hours may be satisfied on an hour-by-hour basis for the training received pursuant to WIC Section 17731(c).
  - 5.3.8 For two-parent ISFC resource families, at least one of the parents must complete 24 hours of training within 12 months of the placement. Additionally, each parent must complete 12 hours per year for each year thereafter.
- 5.4 ISFC Resource Parent Support:
- CONTRACTOR shall design, implement and document a support process of each ISFC resource parent including respite caregivers and/or temporary substitute caregivers as appropriate and in compliance with State and COUNTY respite guidelines. Support activities shall include: (1) monthly resource parent support meetings; (2) respite care plan; (3) resource parent

warm line; (4) self-care training and activities; (5) communication system (e.g., face-to-face, telephonic, electronic) for the ISFC FFA staff to collect feedback at least three to five times a week.

## **6.0 MONITORING REQUIREMENTS:**

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

### **6.2 Required Notifications on Changes in ISFC Resource Homes**

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

6.2.1.1 Based on the information provided by the CONTRACTOR or any additional gathered information regarding prospective and/or current ISFC Resource Parent(s)/Resource home, the COUNTY ISFC Program Manager may deem the home as not suitable for the utilization of ISFC.

6.2.2 CONTRACTOR shall ensure that any pending premature termination of an ISFC Child/Youth/NMD's placement in an ISFC Resource Home be reported to COUNTY ISFC Program Manager via email within twenty-four (24) hours, or by the end of the next business day. In this subsection, "pending premature termination" is defined as one of the following circumstances that may not require the filing of an SIR: discussion with ISFC resource parent of a notice to terminate services,

sudden changes in the ISFC Resource Home household due to illness, job loss, addition or loss of a significant household member, urgent family matters, or any other significant life event experienced by members of the household that may affect the ISFC services and placement to the ISFC Child/Youth/NMD's in residence.

## **PART D: SERVICE TASKS TO ACHIEVE PERFORMANCE OUTCOME GOALS**

### **1.0 Intake:**

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

#### **1.1 Matching of Eligible ISFC Child/Youth/NMD with ISFC Resource Parents:**

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

- 1.1.5 If at any point prior to the placement CFT, the CSW/PCW Placement Officer or the ISFC Planning Consultation Team can demonstrate that the Child/Youth/NMD needs may not adequately be met in the proposed ISFC resource home based on existing documentation, CONTRACTOR shall be notified immediately that they cannot place the child/youth/NMDs with that ISFC resource parent.
- 1.1.6 CONTRACTORS shall notify COUNTY ISFC Program Manager or designee within two business days after the pre-placement teleconference, by electronic mail, the name and address of the ISFC Resource Parent and the placement date so that the COUNTY ISFC Program Manager or designee can provide the placing CSW/PCW Placement Officer an official letter stating that the ISFC placement has been approved so the appropriate placement papers can be generated and the ISFC rate can be uploaded into the payment system.
- 1.2 Risk and Compatibility Study Prior to the Placement of More Than One Child/Youth/NMD in a ISFC Resource Home:
- 1.2.1 CONTRACTOR shall comply with the State regulations on the number of Child/Youth/NMD's allowed in an ISFC Resource Home as outlined in WIC 18358 or other relevant statutes for ISFC capacity which limits the number of ISFC Child/Youth/NMD's in the ISFC home.
- 1.2.2 The ISFC program allows for no more than three foster Children/Youth/NMD's to be placed in an ISFC home. In the event that the Director of DCFS or the Chief Probation Officer of the Probation Department deems that compelling circumstances justify more than three Children/Youth/NMD's being placed in the home, a risk and compatibility study must be completed and the CFT must be consulted prior to the placement.
- 1.2.3 Prior to any initial placement of a Child/Youth/NMD, or subsequent placement of a Child/Youth/NMD or siblings a licensed FFA operating as an ISFC program must provide COUNTY ISFC Program Managers with a written assessment of the risk and compatibility of placing subsequent foster children. Placement may be made if approved by the COUNTY ISFC Program Managers and considering the recommendations of the CFT.
- 1.2.4 CONTRACTOR shall obtain approval from the COUNTY or from the DCFS ISFC Program Manager, prior to the placement of more than one Child/Youth/NMD's in an ISFC Resource Home by submitting a written assessment of the risks and compatibility of placing Child/Youth/NMD's together who are emotionally disturbed or who have serious behavioral problems.
- 1.2.5 CONTRACTOR shall reassess an ISFC Family Home whenever there is a major event in the family (e.g., death, divorce, marriage, birth of

another child, serious illness, loss of job, and so forth) or a Serious Incident Report with the ISFC Child/Youth/NMD's that raises concerns about their care and supervision. CONTRACTOR shall retain the reassessments, document any problems, and record how the problem was solved.

1.3 Intentionally Left Blank

1.4 Denial of Placement of Child/Youth/NMD's Who Do Not Meet the License or Program Statement Criteria:

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

**2.0 Safety Response, Planning, and Notifications**

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

2.2 CONTRACTOR will ensure that the ISFC Social Worker, IHSC, or other relevant administrator or staff, notify the COUNTY ISFC Program Manager, or designees, via email at [ISFC@dcfs.lacounty.gov](mailto:ISFC@dcfs.lacounty.gov) within 1 (one) business day for all incidents that indicate a sign of threat or continued risk to the physical or mental health status of the ISFC Child/Youth/NMD's including all such incidents that require a Serious Incident Report (SIR) on the i-Track System.

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

2.4 In the event of an emergency replacement, CONTRACTOR shall make every effort to keep the Child/Youth/NMD's in the same school.

2.5 CONTRACTOR shall notify the placed child's CSW/PCW Placement Officer, the

(SCSW)/PCW Placement Officer's Supervisor, the CSW/PCW Placement Officer's Supervisor's Manager and COUNTY ISFC Program Manager or designee regarding the emergency replacement. Notification shall be made as soon as possible but no later than 24 hours after the placed Child/Youth/NMD's is moved.

2.6 After business hours emergency replacement, CONTRACTOR shall notify the Child Protection Hotline (800-540-4000) with a follow-up email to the CSW/PCW Placement Officer, the SCSW/PCW Placement Officer's Supervisor, the CSW/PCW Placement Officer's Supervisor's Administrator and COUNTY ISFC Program Manager or designee by the end of the next business day.

2.7 CONTRACTOR shall discuss the situation that led to the emergency replacement with the CSW/PCW Placement Officer or the SCSW/PCW Placement Officer's Supervisor and COUNTY Program Manager Representative and document the conversation and decision in the respective case. Further, a CFT will also be held as soon as possible after the incident to provide or update a safety plan.

2.8 Child/Youth/NMD's Referred to a Psychiatric Hospital

2.8.1 CONTRACTOR shall comply with the following:

- Notify the COUNTY ISFC Program Manager or designee and CSW/PCW Placement Officer as soon as possible, but not later than the next business day and complete an SIR.
- Participate in case conferences, hospital discharge conference and/or the CFT meetings for the placed Child/Youth/NMD's referred to a psychiatric hospital.
- Continue to provide the services to the extent possible to the placed Child/Youth/NMD's during the hospitalization.
- Ensure the ISFC resource parent or the FFA's ISFC staff visit the Child/Youth/NMD's during the hospitalization and/or maintain contact by telephone unless otherwise directed by the hospital medical staff.
- Keep the ISFC bed open for no more than 14 days; however, if the 14-day bed hold expires, CONTRACTOR shall collaborate with the CSW/PCW Placement Officer and COUNTY ISFC Program Manager to close the placement and re-open it when the Child/Youth/NMD's returns.
- Allow a Child/Youth/NMD's to return to the program following a hospitalization discharge up to 2 weeks from the hospital entry and initiate a CFT meeting within 24 hours of their return to the home.

- Exceptions to the above re-admission rules are allowed only when:
  - CFT, including the CSW/PCW Placement Officer, decides not to return the Child/Youth/NMD's to the ISFC Resource Home
  - CONTRACTOR and the CSW/Probation Placement Officer mutually agree that the re-admission jeopardizes the immediate health and safety of the Child/Youth/NMD's or others in the home
  - In both cases, CONTRACTOR shall immediately notify the COUNTY ISFC Program Manager or designee of the decision not to re-admit by telephone and follow up with an electronic mail message by the end of the next business day with a statement describing the reasons for not accepting the child back into the home.

### **3.0 Service Delivery**

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

- 3.1 CONTRACTOR shall ensure that all members of the ISFC team (social work case managers, in-home support counselors, mental health clinicians and other relevant professionals when appropriate) meet regularly, on face-to-face at a minimum, once a week to review, track and adapt as necessary the plans for the ISFC Child/Youth/NMD's.
- 3.2 CONTRACTOR shall have the ISFC Resource Parent participate in the ISFC and Child and Family team meetings whenever possible but no less than 1 time per month.
- 3.3 CONTRACTOR shall ensure that the ISFC team makes and documents attempts to engage relevant community or professional partners and informal supports for the ISFC Child/Youth/NMD in order to obtain information on the strengths and needs of the Child/Youth/NMD to assist the ISFC team in evaluating the individualized plan for the Child/Youth/NMD. Moreover, such partners and informal supports should be invited to participate in CFT meetings when appropriate.
- 3.4 CONTRACTOR shall ensure that the ISFC team documents appropriate respite strategies for each ISFC Child/Youth/NMD and ISFC resource parent within the first 30 days of placement in preparation for the healthy and emotionally supportive respite or substitute caregiver option. The documentation shall be in the initial Needs and Services Plan or in the case file. The respite plan shall also be reviewed by the Child/Youth/NMD's, ISFC team, and CFT on a quarterly basis or more if needed and documented in the case file or Quarterly Report. The respite plan shall be in compliance with the State and COUNTY respite guidelines.

### 3.5 Mental Health Service Delivery

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

3.5.1 CONTRACTOR shall verify and document in the case file that the selected clinician or specialist, from outside of the agency, meets all professional standards (i.e., license, certification, training and experience) to provide the specialized service. CONTRACTOR will ensure the information is shared with the ISFC team working with the Child/Youth/NMD's and with the CSW/PCW Placement Officer.

3.5.2 CONTRACTOR shall ensure that the ISFC mental health practitioners participate in the CFT meetings as appropriate for any ISFC Child/Youth/NMD's under their clinical care.

3.5.3 Administration of Prescription and Non-Prescription Medications:

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

3.5.3.2 CONTRACTOR shall comply with all State and COUNTY regulations in the approval, administration and management of all psychotropic medications prescribed to the ISFC Child/Youth/NMD's.

3.5.3.3 CONTRACTOR shall have a formal plan for emergency provision of psychiatric and medication evaluations by a Board Certified Child Psychiatrist, either on staff or subcontracted, or obtained through written agreement for fee-for-service and who is licensed and certified to treat Child/Youth/NMD's.



- 3.5.3.4 CONTRACTOR shall arrange a consultation or case review for those Child/Youth/NMD's that have been in ISFC foster care for over 12 consecutive months and every 6 months thereafter, to determine if ISFC is the most appropriate level of care to address the Child/Youth/NMD's readiness for graduation and LOC redetermination.

#### **4.0 Discharge Planning**

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

- 4.1 CONTRACTOR shall notify the CSW/PCW Placement Officer and COUNTY ISFC Program Manager or designee, or ISFC DMH Administrator via electronic mail as soon as the CONTRACTOR becomes aware but within no more than 3 business days of an issue that may lead to replacement.
- 4.2 CONTRACTOR shall convene or participate in a case conference or CFT meeting to determine whether the Child/Youth/NMD placement may be stabilized and/or additional services may be provided without removing them from the ISFC Resource Home, including in-home crisis stabilization services.
- 4.3 CONTRACTOR shall document efforts to stabilize and maintain the Child/Youth/NMD's in placement, including existing and additional mental health services, daily resource parent support telephone check-ins and in-home crisis stabilization services, in advance of any anticipated replacement. CONTRACTOR shall ensure that the ISFC resource parent cannot refuse any mental health services determined necessary by the treatment team.
- 4.4 When all the alternatives have been exhausted, CONTRACTOR will provide Notice of Intent to Discharge to the CSW/PCW Placement Officer and the COUNTY ISFC Program Manager no less than fourteen (14) days prior to the anticipated discharge date unless it is agreed upon at the case conference that less notice is necessary due to an immediate threat to the health and safety of the placed Child/Youth/NMD's or others.

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

- CONTRACTOR shall notify the intent to discharge via electronic mail to the CSW/PCW Placement Officer, Supervising Children's Social Worker's/PCW Placement Officer's Supervisor, and the Children's Social Worker/PCW Placement Officer Supervisor's Manager, as well as the

COUNTY ISFC Program Manager or designee.

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

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

## **5.0 MANDATORY REPORTS**

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

### **5.1 ISFC Needs and Services Plan/Quarterly Report**

- 5.1.1 CFT suggestions and mental health assessment recommendations and relevant aspects of the Child/Youth/NMD treatment plan shall be incorporated into the development of the NSPs.
- 5.1.2 CONTRACTOR'S ISFC Social Worker and IHSC shall develop comprehensive and individualized NSPs with specific and measurable goals, objectives and interventions in collaboration with CFT that reflect the intensive level of supervision and services for an ISFC Child/Youth/NMD.
- 5.1.3 CONTRACTOR shall ensure that the NSP clearly documents that the child/youth/NMDs is in an ISFC Program;
- 5.1.4 Any changes to the NSPs/Quarterly Reports shall include in addition to the require FFA SOW requirements the following:
  - (1) The placed Child/Youth/NMD's adjustment to placement and to ISFC team;
  - (2) The need for continuing services at the current ISFC Rate/Services;

- (3) The need for (any) modification in level of services;
- (4) Respite plan and implementation strategies;
- (5) Status and progress in the ISFC clinical treatment plan and services;
- (6) Discharge transition planning;
- (7) Recommendation regarding the feasibility of the placed Child/Youth/NMD's return to their home, placement in a lower level of care in the community, to a higher level of care in a STRTP, or move to independent living;
- (8) Documentation of divergent opinions or concerns offered by the CFT.

## **5.2 Record Keeping/Confidentiality**

- 5.2.1 CONTRACTOR shall comply with the record keeping and confidentiality requirements as specified in the FFA Master SOW and Contract
- 5.2.2 CONTRACTOR shall ensure that the ISFC Child/Youth/NMD mental health and social worker files are maintained separately in compliance with the Health Insurance Portability and Accountability Act (HIPAA) standards.

## **5.3 Data**

- 5.3.1 CONTRACTOR shall provide weekly census data for each of the ISFC homes to ISFC Program Manager or designee. Census data could include but not limited to information about the Child/Youth/NMD and ISFC homes (1) demographics, birth date, gender, and ethnicity; (2) referring COUNTY department; (3) enrollment and disenrollment dates; (4) reason for disenrollment (5) outcome measures for safety, permanence, and well-being/self- sufficiency (6) agency vacancy list. The frequency of these reports could include weekly, monthly, quarterly and annual updates.
- 5.3.2 CONTRACTOR shall have and maintain the ability to collect, manage and submit data as directed by the COUNTY to demonstrate client outcomes, inclusive of guidelines set forth by the COUNTY and the State. Contractor shall work with the COUNTY to develop and implement client profiling and tracking systems which include client characteristics and demographics, collection and reporting of data on the outcomes and objectives, method of monitoring the quality of services provided by Contract including a qualitative review and survey instruments. Contractor shall perform data entry to support these activities.

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

**6.0 TRAINING**

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

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

- 6.1.1 CONTRACTOR shall develop comprehensive trauma-responsive and culturally sensitive training plan, to include sexually attached behavior or offenses, Developmental Disabilities, Child Sex Trafficking, etc. for staff, volunteers and the ISFC resource parents and shall be made available upon request.
- 6.1.2 CONTRACTOR shall maintain the individual records of training completed by all ISFC team members including the ISFC Resource Parents and shall be made available upon request.
- 6.1.3 CONTRACTOR shall develop, maintain and make available upon request, a separate individualized recordkeeping system that specifically identifies the dates, hours, and topics for all In-Home Support Counselors (IHSCs) and ISFC Resource Parents pursuant to WIC 18360 or other regulations relevant to ISFC services training requirements and the topics listed.
- 6.1.4 CONTRACTOR shall monitor and ensure that each ISFC Resource Parent's cardiopulmonary resuscitation (CPR) and First Aid are current. The completion of CPR and First Aid shall be in addition to below required training hours for certification and recertification.
- 6.1.5 CONTRACTOR shall utilize the COUNTY approved curriculum training as the basis of the required ISFC forty (40) hour pre-service training hours as described in this SOW.
- 6.1.6 CONTRACTOR shall ensure that the State and COUNTY required pre-service and in-service training hours for ISFC IHSCs and ISFC Resource Parents shall include, but are not limited to, the following:
  - (a) Working with Abused and Neglected Children
  - (b) Behavioral de-escalation techniques
  - (c) Cardiopulmonary Resuscitation (CPR)
  - (d) First Aid

- (e) State and COUNTY ISFC Policies and Procedures
- (f) Underlying Principles of Therapeutic Foster Care and Service Delivery
- (g) Development of NSPs and Treatment Plans
- (h) Impact on Trauma on Child Development and Their Behavior
- (i) Identifying and Working with the Underlying Needs of Children and their Families
- (j) Principles and Values of the Core Practice Model
- (k) The Organization and Protocol for Child and Family Teams
- (l) Understanding Attachment and Attachment Disruptions
- (m) Trauma-Responsive Parenting Techniques, in particular People Places *Parenting Skills Training* or other COUNTY approved Curriculum training.
- (n) Mandated Reporting of Child Abuse and Neglect in Foster Care
- (o) Title 22 Regulations, including Discharge, Children's Rights and the Prudent Parent Standards
- (p) Understanding and Administration of Psychotropic Medications
- (q) Cultural Competency and Diversity, including Sexual Orientation and Gender Identity
- (r) Coercive Power and Control: Violent Relationships and Bullying
- (s) Identification and Intervention in Substance Abuse
- (t) Identification and Prevention of Sexual Exploitation and Victim Services
- (u) Understanding Sexually Attached Behavior or Offenses and Supervision Issues
- (v) Working with children/youth/NMDs with Developmental Disabilities
- (w) Importance of Self-Care and Effects of Secondary Traumatization

- (x) Understanding healthy sexual development and skills for working with youth who have sexualized behaviors.

| FOSTER FAMILY AGENCY REFERENCE LINKS |                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|--------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SOW SECTION                          | REFERENCE LINKS                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 2.2 (a)                              | Title 22, Division 6, Chapter 1, Sections 80000-80095 [except as otherwise noted in Section 88030(f)] ( <i>General Licensing Requirements</i> ): <a href="http://www.cdss.ca.gov/inforesources/Letters-Regulations/Legislation-andRegulations/Community-Care-Licensing-Regulations/Residential">http://www.cdss.ca.gov/inforesources/Letters-Regulations/Legislation-andRegulations/Community-Care-Licensing-Regulations/Residential</a> |
| 2.2 (a)                              | Title 22, Division 6, Chapter 4, Sections 83000 through 83088 ( <i>Small Family Homes</i> ): <a href="http://www.cdss.ca.gov/inforesources/Letters-Regulations/Legislation-and-Regulations/Community-Care-LicensingRegulations/Residential">http://www.cdss.ca.gov/inforesources/Letters-Regulations/Legislation-and-Regulations/Community-Care-LicensingRegulations/Residential</a>                                                     |
| 2.2 (b)                              | Title 22, Division 6, Chapter 8.8, Sections 88000 through 88087 ( <i>Foster Family Agencies</i> ): <a href="http://www.cdss.ca.gov/inforesources/Letters-Regulations/Legislation-and-Regulations/Community-Care-LicensingRegulations/Residential">http://www.cdss.ca.gov/inforesources/Letters-Regulations/Legislation-and-Regulations/Community-Care-LicensingRegulations/Residential</a>                                               |
| 2.2 (c)                              | Title 22, Division 6, Chapter 8.8, Sections 88200 through 88587.1 ( <i>Foster Family Agencies Interim Licensing Standards</i> ): <a href="http://www.cdss.ca.gov/Portals/9/VERSION_2.1_FFA_ILS_6.12.17_FINAL.pdf?ver=2017-06-12-202554-807">http://www.cdss.ca.gov/Portals/9/VERSION_2.1_FFA_ILS_6.12.17_FINAL.pdf?ver=2017-06-12-202554-807</a>                                                                                         |
| 2.2 (d)                              | Title 22, Division 2, Subchapters 1-9, Sections 35000-35409 ( <i>Adoptions Manual</i> ) for Foster-Adopt FFA requirements: <a href="http://www.cdss.ca.gov/inforesources/Letters-Regulations/Legislation-andRegulations/Adoptions-Regulations">http://www.cdss.ca.gov/inforesources/Letters-Regulations/Legislation-andRegulations/Adoptions-Regulations</a>                                                                             |
| 2.3                                  | California Education Code (EDC), California Health and Safety Code (HSC), California Vehicle Code (VEH), Penal Code (PEN) and California Welfare and Institutions Code (WIC), are all available at: <a href="http://leginfo.legislature.ca.gov/faces/codes.xhtml">http://leginfo.legislature.ca.gov/faces/codes.xhtml</a> .                                                                                                              |
| 3.1 & 10.0                           | Child abuse and neglect in out-of-home care are definition in Penal Code Section 11165.5: <a href="http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=11165.5.&amp;lawCode=PEN">http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=11165.5.&amp;lawCode=PEN</a>                                                                                                                    |
| 5.1                                  | Welfare and Institutions Code (WIC) 17710 (a): <a href="http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=17710.&amp;lawCode=WIC">http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=17710.&amp;lawCode=WIC</a>                                                                                                                                                                   |
| 6.0                                  | Pathways to Mental Health Service Core Practice Model Guide: <a href="http://www.childsworld.ca.gov/res/pdf/CorePracticeModelGuide.pdf">http://www.childsworld.ca.gov/res/pdf/CorePracticeModelGuide.pdf</a>                                                                                                                                                                                                                             |
| 6.0                                  | Los Angeles County Core Practice Model (CPM): <a href="http://www.gettothecore.org">www.gettothecore.org</a> .                                                                                                                                                                                                                                                                                                                           |



EXHIBIT A-1

|               |                                                                                                                                                                                                                                                                                                                                                                                                                    |
|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 7.4 & 8.3     | Megan's Law Website at <a href="http://meganslaw.ca.gov">http://meganslaw.ca.gov</a>                                                                                                                                                                                                                                                                                                                               |
| 8.1           | Department of Justice Applicant Information and Certification Program:<br><a href="http://oag.ca.gov/sites/all/files/agweb/pdfs/fingerprints/forms/all-others.pdf">http://oag.ca.gov/sites/all/files/agweb/pdfs/fingerprints/forms/all-others.pdf</a><br><br>Attorney General information for Applicant Agencies:<br><a href="http://oag.ca.gov/fingerprints/agencies">http://oag.ca.gov/fingerprints/agencies</a> |
| 8.2           | Health and Safety Code (HSC) Sections 1522-1522.01:<br><a href="http://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?division=2.&amp;chapter=3.&amp;lawCode=HSC&amp;article=2">http://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?division=2.&amp;chapter=3.&amp;lawCode=HSC&amp;article=2</a><br>]                                                                                        |
| 8.2           | Title 22, Division 6, Chapter 1, Section 80019 ( <i>Criminal Record Clearance</i> ):<br><a href="http://www.cdss.ca.gov/Portals/9/Regs/genman1.pdf?ver=2017-05-16094139-067">http://www.cdss.ca.gov/Portals/9/Regs/genman1.pdf?ver=2017-05-16094139-067</a>                                                                                                                                                        |
| 8.4           | Health and Safety Code Sections 1522.1 and 1522(b):<br><a href="http://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?division=2.&amp;chapter=3.&amp;lawCode=HSC&amp;article=2">http://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?division=2.&amp;chapter=3.&amp;lawCode=HSC&amp;article=2</a> .                                                                                           |
| 10.0 & 10.3.1 | Child Abuse and Neglect Reporting Act (CANRA) Mandated Reporter Definition in Penal Code Section (PEN) 11165.7:<br><a href="http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=11165.7.&amp;lawCode=PEN">http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=11165.7.&amp;lawCode=PEN</a>                                                                     |
| 10.3 & 10.3.2 | Penal Code, Section 11166:<br><a href="http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=11166.&amp;lawCode=PEN">http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=11166.&amp;lawCode=PEN</a>                                                                                                                                                              |
| 10.4          | I-Track: <a href="https://itrack.dcfslacounty.gov">https://itrack.dcfslacounty.gov</a>                                                                                                                                                                                                                                                                                                                             |
| 10.5.5        | All County Information Notice (ACIN) I-13-17 "Promising Practices for Youth Who Are Missing or Run Away From Foster Care":<br><a href="http://www.cdss.ca.gov/Portals/9/ACIN/2017/I-13_17.pdf?ver=2017-05-01151257-900">http://www.cdss.ca.gov/Portals/9/ACIN/2017/I-13_17.pdf?ver=2017-05-01151257-900</a>                                                                                                        |
| 10.6          | LIC 9185 (8/08) - Foster Family Agency Certified Home:<br><a href="http://www.cdss.ca.gov/cdssweb/entres/forms/English/LIC9185.PDF">http://www.cdss.ca.gov/cdssweb/entres/forms/English/LIC9185.PDF</a>                                                                                                                                                                                                            |
| 10.6          | LIC 05A (7/17) - Resource Family Approval Certificate:<br><a href="http://www.cdss.ca.gov/Portals/9/FMUForms/I-L/LIC%2005A.pdf?ver=2017-08-02-081625-743">http://www.cdss.ca.gov/Portals/9/FMUForms/I-L/LIC%2005A.pdf?ver=2017-08-02-081625-743</a>                                                                                                                                                                |

**EXHIBIT A-1**

|                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|--------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 10.6                                             | Foster Care Search System (FCSS):<br><a href="https://fcss.dcfslacounty.gov/Login.aspx">https://fcss.dcfslacounty.gov/Login.aspx</a>                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 12.2                                             | Program Statement Submission System (ePSSS):<br><a href="https://myapps.dcfslacounty.gov/epsss.html">https://myapps.dcfslacounty.gov/epsss.html</a>                                                                                                                                                                                                                                                                                                                                                                                                    |
| 14.0                                             | Welfare and Institutions Code (WIC) 16501(a)(4)<br><a href="http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=WIC&amp;sectionNum=16501">http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=WIC&amp;sectionNum=16501</a> .                                                                                                                                                                                                                                                                             |
| 14.1                                             | County of Los Angeles Shared Core Practice Model (CPM):<br><a href="http://lakids.dcfslacounty.gov/dcfscpm/documents/Los%20Angeles%20County%20Shared%20Child%20Welfare-Mental%20Health%20Core%20Practice%20Model.pdf">http://lakids.dcfslacounty.gov/dcfscpm/documents/Los%20Angeles%20County%20Shared%20Child%20Welfare-Mental%20Health%20Core%20Practice%20Model.pdf</a>                                                                                                                                                                             |
| 14.1.2                                           | LA County DCFS Policy on the Child and Family Team Process:<br><a href="http://policy.dcfslacounty.gov/Default.htm#Child_and_Family_Teams.htm?Highlight=chi">http://policy.dcfslacounty.gov/Default.htm#Child_and_Family_Teams.htm?Highlight=chi</a>                                                                                                                                                                                                                                                                                                   |
| 14.2                                             | Welfare and Institutions Code (WIC) section 16501(a)(4):<br><a href="http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=16501.&amp;lawCode=WIC">http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=16501.&amp;lawCode=WIC</a>                                                                                                                                                                                                                                                                    |
| 14.2                                             | California Department of Social Services (CDSS), All County Letter (ACL) No. 16-84:<br><a href="http://www.cdss.ca.gov/lettersnotices/EntRes/getinfo/acl/2016/16-84.pdf">http://www.cdss.ca.gov/lettersnotices/EntRes/getinfo/acl/2016/16-84.pdf</a>                                                                                                                                                                                                                                                                                                   |
| 15.0                                             | WIC 11463(b)(5), which can be found at:<br><a href="http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=11463.&amp;lawCode=WIC">http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=11463.&amp;lawCode=WIC</a>                                                                                                                                                                                                                                                                                     |
| 15.0,<br>15.1.2,<br>15.3,<br>15.4,<br>15.5, 15.6 | Foster Family Agencies Core Services Matrix:<br><a href="http://www.cdss.ca.gov/cdssweb/entres/pdf/CCR/FFA_CoreServicesMatrix.pdf">http://www.cdss.ca.gov/cdssweb/entres/pdf/CCR/FFA_CoreServicesMatrix.pdf</a>                                                                                                                                                                                                                                                                                                                                        |
| 15.1                                             | California Code of Regulations, Title 9, Division 1, Chapter 11, Subchapter 3, Article 2:<br><a href="https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=I47F2C480D45311DEB97CF67CD0B99467&amp;originationContext=documenttoc&amp;transitionType=Default&amp;contextData=(sc.Default)">https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=I47F2C480D45311DEB97CF67CD0B99467&amp;originationContext=documenttoc&amp;transitionType=Default&amp;contextData=(sc.Default)</a> |
| 15.1.1.2 &<br>15.1.16                            | Psychotropic Medication Guidelines (JV-217-INFO):<br><a href="http://www.courts.ca.gov/documents/jv217info.pdf">http://www.courts.ca.gov/documents/jv217info.pdf</a>                                                                                                                                                                                                                                                                                                                                                                                   |

**EXHIBIT A-1**

|                       |                                                                                                                                                                                                                                                                                                                                                |
|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 15.1.1.3,<br>15.1.1.5 | Psychotropic Medication: Authorization, Review, and Monitoring for DCFS Supervised Children DCFS Policy No. 0600-514.10:                                                                                                                                                                                                                       |
| and<br>15.1.16        | <a href="http://policy.dcfs.lacounty.gov/Default.htm#Psychotropic_Meds.htm?Highlight=psychotropic">http://policy.dcfs.lacounty.gov/Default.htm#Psychotropic_Meds.htm?Highlight=psychotropic</a>                                                                                                                                                |
| 15.1.1.4              | Foster Youth Rights:<br><a href="http://www.cdss.ca.gov/cdssweb/entres/forms/English/pub396.pdf">http://www.cdss.ca.gov/cdssweb/entres/forms/English/pub396.pdf</a>                                                                                                                                                                            |
| 15.1.1.4              | Legal Rights of Teens in Out-of-Home Care: <a href="https://ylc.org/wp-content/uploads/2018/11/legal-rights-of-teens-2014.pdf">https://ylc.org/wp-content/uploads/2018/11/legal-rights-of-teens-2014.pdf</a>                                                                                                                                   |
| 15.3.1                | Welfare and Institutions Code (WIC) Section 16501.1(d)(4), and (g)(8)(B):<br><a href="http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=WIC&amp;sectionNum=16501.1">http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=WIC&amp;sectionNum=16501.1</a>                                         |
| 15.3.1                | Education Code (EDC) 48850(a) and (b):<br><a href="http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=48850.&amp;lawCode=EDC">http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=48850.&amp;lawCode=EDC</a>                                                                              |
| 15.3.3                | Education Code (EDC) 48853.5(f)(8)(B):<br><a href="http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=48853.5.&amp;lawCode=EDC">http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=48853.5.&amp;lawCode=EDC</a>                                                                          |
| 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: <a href="https://www.lacoe.edu/Student-Services/HomelessFosterYouth/FosterYouth/Tutoring">https://www.lacoe.edu/Student-Services/HomelessFosterYouth/FosterYouth/Tutoring</a> |
| 15.3.9                | Child Health Disability Prevention (CHDP) Program:<br><a href="http://www.lapublichealth.org/cms/CHDP.htm">http://www.lapublichealth.org/cms/CHDP.htm</a>                                                                                                                                                                                      |
| 15.3.9.1              | Medical/Dental Exams Periodicity Schedule for children, which can be found at: <a href="https://www.aap.org/en-us/Documents/periodicity_schedule.pdf">https://www.aap.org/en-us/Documents/periodicity_schedule.pdf</a>                                                                                                                         |
| 15.3.9.2              | Los Angeles County Department of Public Health:<br><a href="http://www.lapublichealth.org/cms/CHDP.htm">http://www.lapublichealth.org/cms/CHDP.htm</a>                                                                                                                                                                                         |
| 15.3.11.3             | Los Angeles County Department of Health Services contracted providers:<br><a href="http://dhs.lacounty.gov/wps/portal/dhs/locations/">http://dhs.lacounty.gov/wps/portal/dhs/locations/</a>                                                                                                                                                    |

**EXHIBIT A-1**

|           |                                                                                                                                                                                                                                                                                                         |
|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|           |                                                                                                                                                                                                                                                                                                         |
| 15.3.13   | Welfare and Institutions Code (WIC) Section 16010:<br><a href="http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=16010.&amp;lawCode=WIC">http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=16010.&amp;lawCode=WIC</a>                           |
| 15.3.14   | Welfare and Institutions Code (WIC) Section 362.05:<br><a href="http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=362.05.&amp;lawCode=WIC">http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=362.05.&amp;lawCode=WIC</a>                        |
| 15.3.15.3 | Centers for Disease Control, Division of Nutrition, Physical Activity, Obesity: <a href="https://www.cdc.gov/nccdphp/dnpao/">https://www.cdc.gov/nccdphp/dnpao/</a>                                                                                                                                     |
| 15.3.15.3 | American Academy of Pediatrics:<br><a href="https://www.healthychildren.org/English/Pages/default.aspx">https://www.healthychildren.org/English/Pages/default.aspx</a>                                                                                                                                  |
| 15.5.1.3  | Welfare and Institutions Code (WIC) Section 16001.9(a)(15), available at<br><a href="http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=16001.9.&amp;lawCode=WIC">http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=16001.9.&amp;lawCode=WIC</a> |
| 15.6      | Welfare and Institutions Code (WIC) 224.1:<br><a href="http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=224.1.&amp;lawCode=WIC">http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=224.1.&amp;lawCode=WIC</a>                                   |
| 15.6      | Welfare and Institutions Code (WIC) 361.7<br><a href="http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=361.7.&amp;lawCode=WIC">http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=361.7.&amp;lawCode=WIC</a>                                    |
| 15.6      | Federal Indian Child Welfare Act (25 U.S.C. Sec. 1901 et seq.):<br><a href="https://www.nicwa.org/wp-content/uploads/2016/11/Indian-Child-Welfare-Act-of-1978.pdf">https://www.nicwa.org/wp-content/uploads/2016/11/Indian-Child-Welfare-Act-of-1978.pdf</a>                                            |
| 15.6.1    | Federal Indian Child Welfare Act (ICWA): <a href="https://www.ecfr.gov/cgi-bin/text-idx?SID=5851874fabfe7843125fcdad04ef112d&amp;mc=true&amp;node=pt25.1.23&amp;rgn=div5">https://www.ecfr.gov/cgi-bin/text-idx?SID=5851874fabfe7843125fcdad04ef112d&amp;mc=true&amp;node=pt25.1.23&amp;rgn=div5</a>    |
| 15.6.2    | National Indian Child Welfare Association for further guidance at<br><a href="https://www.nicwa.org/about-icwa/">https://www.nicwa.org/about-icwa/</a>                                                                                                                                                  |
| 16.7.2    | Health and Safety Code (HSC) 1507.25:<br><a href="http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=1507.25.&amp;lawCode=HSC">http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=1507.25.&amp;lawCode=HSC</a>                                    |
| 16.8      | Strategies for recruitment and retention: <a href="https://adoptuskids.org/">https://adoptuskids.org/</a>                                                                                                                                                                                               |
| 16.8      | Strategies for recruitment and retention:<br><a href="https://www.childwelfare.gov/topics/permanency/recruiting/recruitment-">https://www.childwelfare.gov/topics/permanency/recruiting/recruitment-</a>                                                                                                |

**EXHIBIT A-1**

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

**EXHIBIT A-1**

|        |                                                                                                                                                                                                                                                                           |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 19.1.2 | SOC 154A (12/11) - Placement Agency - Foster Family Agency Agreement<br>-Child Placed By Agency In Foster Family Agency:<br><a href="http://www.cdss.ca.gov/cdssweb/entres/forms/English/SOC154A.pdf">http://www.cdss.ca.gov/cdssweb/entres/forms/English/SOC154A.pdf</a> |
|        |                                                                                                                                                                                                                                                                           |
| 19.3.1 | Shared Responsibility Plan (SRP) Template:<br><a href="http://policy.dcfs.lacounty.gov/Default.htm#Teen_Parent_DPSS_Service.htm#SRP">http://policy.dcfs.lacounty.gov/Default.htm#Teen_Parent_DPSS_Service.htm#SRP</a>                                                     |
| 20.0   | DCFS Family Visitation Policy No. 0400-504.00:<br><a href="http://policy.dcfs.lacounty.gov/Default.htm#Family_Visitation_.htm?Highlight=visitation">http://policy.dcfs.lacounty.gov/Default.htm#Family_Visitation_.htm?Highlight=visitation</a>                           |
| 20.0   | the Juvenile Court Visitation Committee's Family Visitation Guidelines:<br><a href="http://www.courts.ca.gov/cms/rules/index.cfm?title=standards&amp;linkid=standard5_20">http://www.courts.ca.gov/cms/rules/index.cfm?title=standards&amp;linkid=standard5_20</a>        |

**INTENTIONALLY LEFT BLANK**

**INTENTIONALLY LEFT BLANK**



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

The County of Los Angeles Departments of Children and Family Services (DCFS) and Probation Department (Probation) have developed this SIR guide. It does not supersede the requirements outlined in California Code of Regulations Title 22, Sections 80061, 84061, 87061, 87095.1, 88361, and 88487.6.

The Foster Care Placement Services provider shall maintain a copy of all reports as required in Sections 1 through 6 of this guide in the placed child's file. The provider shall also summarize the information in the child's quarterly reports to the county worker. Children's files shall be retained at the facility for at least five years following the term of this Contract.

Many of these special incident reporting decisions require good judgment and sound discretion. If in doubt whether to report, the group home should call the appropriate agency for clarification. Whoever is reporting should be prepared for follow-up questions and have expertise in the reporting procedure.

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

If the agency cannot obtain complete information regarding the incident within the required reporting timeframes, the agency should submit an initial SIR that includes as much information as possible. If the agency determines that it is necessary to provide additional information about an incident for which an I-Track report has already been submitted, the agency may submit an addendum within seven business days of becoming aware of the incident per the Title 22 requirements noted above. If the ITrack web-based system is off-line, the STRTP shall email the report per the tables below and resubmit the report via I-Track noting the date of the previously emailed transmission – when I-Track is available.

## TABLE OF CONTENTS

| <u>TYPE OF INCIDENT</u>                    | <u>PAGE #</u> |
|--------------------------------------------|---------------|
| 1. BEHAVIORAL/MENTAL HEALTH INCIDENT. .... | 2             |
| 2. INJURY, ILLNESS OR ACCIDENT. ....       | 3             |
| 3. DEATH. ....                             | 3             |
| 4. UNAUTHORIZED ABSENCE. ....              | 4             |
| 5. ALLEGED CHILD ABUSE. ....               | 4             |
| 6. AGENCY EMERGENCY/DISASTER. ....         | 5             |
| 7. SIGNIFICANT CHANGE IN THE STRTP. ....   | 5             |

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

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

- |                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• Assaultive Behavior (Caregiver)</li> <li>• Assaultive Behavior (Peer)</li> <li>• Assaultive Behavior (Other)</li> <li>• Inappropriate Sexual Behavior</li> <li>• Medical Related *</li> <li>• Physical Restraint</li> <li>• Police Involvement</li> <li>• Property Damage</li> </ul> | <ul style="list-style-type: none"> <li>• Seclusion</li> <li>• Self-Injurious Behavior *</li> <li>• Staff Related</li> <li>• Substance Abuse</li> <li>• Suicidal Ideation</li> <li>• Suicide Attempt *</li> <li>• Theft</li> </ul> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**\* Must be immediately reported**

| HOW                                                                                                  | TO WHOM              | WHEN            |
|------------------------------------------------------------------------------------------------------|----------------------|-----------------|
| Telephone                                                                                            | CSW or DPO           | Within 24 hours |
|                                                                                                      | PPQA CM OD           | Within 24 hours |
|                                                                                                      | Parent               | Within 24 hours |
| I-Track<br>(email if I-Track is down and follow with I-Track submittal when the system is available) | CSW or DPO           | Within 24 hours |
|                                                                                                      | OHCMQ QAS or PPQA CM | Within 24 hours |
|                                                                                                      | CCLD                 | Within 24 hours |

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

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

- Accident     ☐ Injury
- Illness        ☐ Hospitalization (Medical or Psychiatric)

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

**3. DEATH**

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

**4. UNAUTHORIZED ABSENCE** – Absence of a child without the permission and supervision of the caregiver, which threatens the physical health, emotional health, or safety of the child.

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

- Abduction    □ Runaway

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

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

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

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

| HOW                                     | TO WHOM                     | WHEN            |
|-----------------------------------------|-----------------------------|-----------------|
| Telephone                               | CSW or DPO                  | Immediately     |
|                                         | PPQA CM OD                  | Immediately     |
|                                         | CPHL for DCFS and Probation | Immediately     |
|                                         | Law Enforcement             | Immediately     |
|                                         | Parent/guardian             | Within 24 hours |
| I-Track<br>(Fax only if ITrack is down) | CSW or DPO                  | Within 24 hours |
|                                         | OHCMD QAS or PPQA STRTP CM  | Within 24 hours |
|                                         | CCLD                        | Within 24 hours |

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

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

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

- Earthquake Damage      ☐ Fire
- Epidemic      ☐ Flood
- Explosion

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

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

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

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

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

Intake Worker(s): \_\_\_\_\_ Phone No. \_\_\_\_\_ Email \_\_\_\_\_

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

[illegible]

**EXHIBIT A-6****III. NEWLY APPROVED OR CERTIFIED HOMES / DE-CERTIFIED HOMES / WFFH :**

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

WFFH Foster Parents' names: \_\_\_\_\_

Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

Name of Teen Parents: \_\_\_\_\_ Name of Baby: \_\_\_\_\_

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

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

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

**DEFINITION:**

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

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

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

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

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

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

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

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



**INTENTIONALLY LEFT BLANK**

**INTENTIONALLY LEFT BLANK**

**INTENTIONALLY LEFT BLANK**

**DISCHARGE SUMMARY FOR DCFS: FOSTER FAMILY AGENCY<sup>1</sup>**

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

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

3. Was the child discharged to Permanency?

Yes ☐ No ☐

If "yes," check one: Reunification ☐ Adoption ☐ Legal Guardian ☐ Provide  
the address to which the child was discharged, if available:

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

Yes ☐ No ☐

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

Yes ☐ No ☐

If "yes" indicate whether to: Parent(s) ☐ Relative Home ☐ FFH ☐ SFH  
☐<sup>2</sup>

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

ILP/Emancipation goals: Yes ☐ No ☐

Educational goals: Yes ☐ No ☐

Mental Health Treatment goals: Yes ☐ No ☐

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

---

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

<sup>2</sup> FFH (foster family home); SFH (small family home).

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

## EXHIBIT A-11

Child's Name:

### Needs & Services Plan Form Index

Use CTRL+Home to return to this page

#### Form Sections

##### Needs & Services Sections

##### Sections for Quarterly Updates

- Identifying Information □ QUARTERLY—Adjustment to Placement
- Case Plan Goal □ QUARTERLY --Medical / Physical / Dental Clinical Visits
- Concurrent Case Plan Goal □ QUARTERLY ---Mental Health Clinical Visits
- For Updated NSP Only—GH / FFA □ QUARTERLY—Educational Goals
- LARRC Criminogenic Factors (Probation Cases □ QUARTERLY—Quarterly Visitation /  
□ Medical / Physical / Dental Health □ QUARTERLY—FFA Contact
- QUARTERLY—Life Skills Training and
- Mental Health Emancipation Preparation
- NSP Treatment □ QUARTERLY—Special Incident Reports
- Education
- NSP Visitation
- Life Skills Training / Emancipation Preparation
- Outcome Goals
- Achieved Outcome Goals (Continuous)
- Signature Page
- **Addendum**

## EXHIBIT A-11

Child's Name:

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

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                           |              |  |    |  |                  |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|--------------|--|----|--|------------------|--|
| (Check all that are applicable)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                           |              |  |    |  | Date of Report   |  |
| <input type="checkbox"/> Group Home <input type="checkbox"/> FFA <input type="checkbox"/> CTF <input type="checkbox"/> DCFS <input type="checkbox"/> Probation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                           |              |  |    |  |                  |  |
| Child's Name: _____ D.O.B.: _____ <input type="checkbox"/> Male <input type="checkbox"/> Female<br>PDJ/Court Case #: _____<br>Has Medi-cal/Medical # been received? <input type="checkbox"/> Yes <input type="checkbox"/> No    If Yes, Medical #: _____<br>If No, please explain: _____<br>Attorney Name: _____ Phone #: _____<br>Email Address: _____ Fax #: _____<br>DPO/CSW Name: _____ Phone #: _____<br>Email Address: _____ Fax #: _____<br>FFA/GH Name: _____ Date of Admission: _____<br>Address: _____<br>GH/FFA/CTF Social Worker: _____ Phone #: _____<br>Email Address: _____<br>Certified Foster Parent's Name: _____<br>Address: (If confidential, state) _____ |                                           |              |  |    |  |                  |  |
| <input type="checkbox"/> Initial Plan                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <input type="checkbox"/> Quarterly Report | Period From: |  | To |  | Date of Next NSP |  |
| Date Agency Received Probation 1385 or DCFS 709: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                           |              |  |    |  |                  |  |
| Reason for Placement: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                           |              |  |    |  |                  |  |
| Planned Length of Placement: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                           |              |  |    |  |                  |  |
| <div style="background-color: #0000FF; color: white; padding: 2px 5px; display: inline-block;"><b>Qtrly Only</b></div> <b>Adjustment to Placement:</b> _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                           |              |  |    |  |                  |  |
| <div style="background-color: #D3D3D3; padding: 5px;"> <b>Case Plan Goal (Permanency):</b> <span style="float: right;"><input type="checkbox"/> See Addendum</span> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                           |              |  |    |  |                  |  |
| <input type="checkbox"/> Family Reunification <input type="checkbox"/> Adoption <input type="checkbox"/> Legal Guardianship <input type="checkbox"/> PPLA/Transition<br>Comments:<br>Reason for Modification to Permanency Plan (if applicable): _____                                                                                                                                                                                                                                                                                                                                                                                                                         |                                           |              |  |    |  |                  |  |
| <div style="background-color: #D3D3D3; padding: 5px;"> <b>Concurrent Case-Plan Goal (Permanency):</b> <span style="float: right;"><input type="checkbox"/> See Addendum</span> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                           |              |  |    |  |                  |  |
| <input type="checkbox"/> Adoption <input type="checkbox"/> Legal Guardianship <input type="checkbox"/> PPLA/Transition <input type="checkbox"/> Family Finding Effort-Probation/DCFS<br>Comments:<br>Reason for Modification to Concurrent Case Plan (if applicable): _____                                                                                                                                                                                                                                                                                                                                                                                                    |                                           |              |  |    |  |                  |  |
| <b>For Updated NSP Only GH/FFA recommendation regarding the feasibility of the child's return to his/her home, placement in another facility or move into Independent Living.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                           |              |  |    |  |                  |  |

(For Probation Cases only. Info provided by Probation)

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

**EXHIBIT  
T A-11**

Child's  
Name:

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



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

**EXHIBIT A-11**

Child's Name:

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

|    |    |
|----|----|
| 1. | 1. |
| 2. | 2. |
| 3. | 3. |
| 4. | 4. |

**EXHIBIT A-11**

Child's Name:

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

**EXHIBIT A-11**

Child's Name:

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

|  |
|--|
|  |
|--|



Child's Name:

### NSP Visitation

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

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

### *This is for Quarterly Only*

#### Visitation / Involvement / Contact with Family of Origin / Guardian

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

Type: ☐ Phone

Dates/Frequency

Type: ☐ Face to Face at GH/FFA

Dates/Frequency

Type: ☐ Face to Face other location

Dates/Frequency

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

If No, please elaborate

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

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

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

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

Type: ☐ Phone

Dates/Frequency

Relationship/Details

Type: ☐ Face to Face at CFH

Dates/Frequency

Relationship/Details

Type: ☐ Face to Face other location

Dates/Frequency

Relationship/Details

|                                                                                                                                                                                                           |                          |                          |                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|---------------------|
|                                                                                                                                                                                                           | <input type="checkbox"/> | <input type="checkbox"/> | Child's Name: _____ |
| <b>Life Skills Training/ Youth Development Preparation</b>                                                                                                                                                |                          |                          |                     |
| 1) Is the youth able to manage his/her own money? Yes <input type="checkbox"/> No <input type="checkbox"/> Does youth have/maintain bank account Yes <input type="checkbox"/> No <input type="checkbox"/> |                          |                          |                     |
| Please explain: _____                                                                                                                                                                                     |                          |                          |                     |
| Comments: _____                                                                                                                                                                                           |                          |                          |                     |
| 2) Is the youth able to leave the facility / home without adult supervision? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please outline specific conditions: Comments: _____         |                          |                          |                     |
| 3) Is the youth able to have unsupervised time in the home? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please provide explanation: Comments: _____                                  |                          |                          |                     |
| 4) Does the youth need assistance (other than age appropriate) with personal care/grooming? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please explain: Comments: _____              |                          |                          |                     |
| 5) Does youth's current clothing meet standards? Yes <input type="checkbox"/> No <input type="checkbox"/> If No, please explain: _____                                                                    |                          |                          |                     |
| Comments: _____                                                                                                                                                                                           |                          |                          |                     |
| 6) Is youth 14 or over? Yes <input type="checkbox"/> No <input type="checkbox"/>                                                                                                                          |                          |                          |                     |
| If Yes, please answer a through e:                                                                                                                                                                        |                          |                          |                     |
| a) Please list any ILP Services, Youth Development Services, or Life Skills Training received by the youth: _____                                                                                         |                          |                          |                     |
| Comments: _____                                                                                                                                                                                           |                          |                          |                     |
| b) Is the most recent copy of the TILP attached? Yes <input type="checkbox"/> No <input type="checkbox"/> Date of TILP Completion _____                                                                   |                          |                          |                     |
| Comments: _____                                                                                                                                                                                           |                          |                          |                     |
| c) What is the youth's post High School plan? _____                                                                                                                                                       |                          |                          |                     |
| Comments: _____                                                                                                                                                                                           |                          |                          |                     |
| d) Is the youth currently employed or seeking employment? Yes <input type="checkbox"/> No <input type="checkbox"/> Comments: _____                                                                        |                          |                          |                     |
| e) Describe transportation arrangements for youth to participate in ILP and/or employment: _____                                                                                                          |                          |                          |                     |
| Comments: _____                                                                                                                                                                                           |                          |                          |                     |
| <b>Report progress of child's Life Skills Training/Youth Development Preparation goals over the past three months. If applicable, reference the goal number(s) from the Identified Outcome Goals Page</b> |                          |                          |                     |
| <b>EXHIBIT A-11</b>                                                                                                                                                                                       |                          |                          |                     |

Child's Name: \_\_\_\_\_

| Qtrly Only | Number of Special Incidents Reports (SIRs) over the past three months: |                        |
|------------|------------------------------------------------------------------------|------------------------|
|            | Type of Special Incidents Reports (SIRs) over the past three months:   | # of Special Incidents |
|            | Behavioral/Mental Health Incident                                      |                        |
|            | Injury, Illness, or Accident                                           |                        |
|            | Death                                                                  |                        |
|            | Unauthorized Absence                                                   |                        |



|                              |  |
|------------------------------|--|
| Alleged Child Abuse          |  |
| Agency Emergency/Disaster    |  |
| Significant Change in Agency |  |
| Other                        |  |
| Comments:                    |  |
|                              |  |

**EXHIBIT A-11**

Child's Name:

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

Child's Name:

**Outcome Goals (Continuous)**

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

**EXHIBIT A-11**

Child's Name: \_\_\_\_\_

| Achieved Outcome Goals                                  |            |                    |
|---------------------------------------------------------|------------|--------------------|
| Outcome Goal — #1<br>Select One                         | Start Date | Date Goal Achieved |
| Please indicate the _____<br>Goal: _____<br>Goal: _____ |            |                    |
| Outcome Goal — #2<br>Select One                         | Start Date | Date Goal Achieved |
| Please indicate the _____<br>Goal: _____<br>Goal: _____ |            |                    |
| Outcome Goal — #3<br>Select One                         | Start Date | Date Goal Achieved |
| Please indicate the _____<br>Goal: _____<br>Goal: _____ |            |                    |
| Outcome Goal — #4<br>Select One                         | Start Date | Date Goal Achieved |
| Please indicate the _____<br>Goal: _____<br>Goal: _____ |            |                    |

|                                       |            |                    |
|---------------------------------------|------------|--------------------|
| Goal.                                 |            |                    |
| Goal:                                 |            |                    |
| Outcome Goal — #5<br>Select One       | Start Date | Date Goal Achieved |
| Please indicate the<br>Goal.<br>Goal: |            |                    |
| Outcome Goal — #6<br>Select One       | Start Date | Date Goal Achieved |
| Please indicate the<br>Goal.<br>Goal: |            |                    |
| Outcome Goal — #7<br>Select One       | Start Date | Date Goal Achieved |
| Please indicate the<br>Goal.<br>Goal: |            |                    |
| Outcome Goal — #8<br>Select One       | Start Date | Date Goal Achieved |
| Please indicate the<br>Goal.<br>Goal: |            |                    |

Report prepared by: \_\_\_\_\_ / \_\_\_\_\_

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Signature

**Signatures:**

I have received a copy of the report:

☐

Youth (if appropriate)

\_\_\_\_\_  
Date

☐

Parent (If applicable)

\_\_\_\_\_  
Date

☐

Parent (If applicable)

\_\_\_\_\_  
Date

☐

FFA/Group Home Social Worker

\_\_\_\_\_  
Date

☐

FFA/Group Home approval signature (*if necessary*)

\_\_\_\_\_  
Date

☐

Certified Foster Parent (*if applicable*)

\_\_\_\_\_  
Date

☐

DPO/CSW

\_\_\_\_\_  
Date

☐

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

☐

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

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

**EXHIBIT A-11**

Child's Name:

**Addendum**

*Click here to type addendum.*

**EXHIBIT A-12**

STATE OF CALIFORNIA – HEALTH AND WELFARE AGENCY

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

**APPLICANT'S AUTHORIZATION  
FOR RELEASE OF INFORMATION**

(AGENCY OR INDIVIDUAL FROM WHOM INFORMATION IS REQUESTED)

**To:**

1. \_\_\_\_\_, RESIDING AT \_\_\_\_\_

\_\_\_\_\_, HEREBY AUTHORIZE YOU TO RELEASE TO THE

SPECIFIC

(NAME OF AGENCY, INSTITUTION, INDIVIDUAL PROVIDER)

INFORMATION REQUESTED BY THIS AGENCY WHICH I CANNOT PROVIDE CONCERNING \_\_\_\_\_

THIS INFORMATION IS NEEDED FOR THE FOLLOWING PURPOSE

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

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

ABCDM 228 (ENG/SP) (6/99)

EXHIBIT A-16

INTENTIONALLY LEFT BLANK



## EXHIBIT C

### **OMB\_2 CFR Chapter I, Chapter II, Part 200, et al. and 2 CFR 1.100, title 2, Part 1**

This exhibits can be obtained online via the Internet by accessing the U S Government Printing Office's home page at <http://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf> and <https://www.gpo.gov/fdsys/pkg/CFR-2017-title2-vol1/pdf/CFR-2017-title2-vol1.pdf>

The seal of the County of Los Angeles, California, is a circular emblem. It features a central shield divided into four quadrants. The top-left quadrant is red with a yellow ship. The top-right quadrant is red with three yellow stars and a yellow rainbow. The bottom-left quadrant is grey with a yellow fish. The bottom-right quadrant is grey with a yellow cow. The central shield is flanked by a blue vertical band with a yellow sunburst and a yellow figure. The shield is set against a background of a yellow sunburst. The words "COUNTY OF LOS ANGELES" are written in a semi-circle at the top, and "CALIFORNIA" is written in a semi-circle at the bottom. The shield is surrounded by a yellow border with small yellow stars.

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

**- REVISED JULY 2025 -**

# TABLE OF CONTENTS

---

|                                                                                       |           |
|---------------------------------------------------------------------------------------|-----------|
| <b>A. ACCOUNTING AND FINANCIAL RECORDS .....</b>                                      | <b>1</b>  |
| <b>1.0 Basis of Accounting .....</b>                                                  | <b>1</b>  |
| 1.1 Accrual Basis .....                                                               | 1         |
| 1.2 Cash Basis.....                                                                   | 2         |
| 1.3 Prepaid Expenditures.....                                                         | 2         |
| <b>2.0 Accounting System .....</b>                                                    | <b>2</b>  |
| 2.1 General Journal .....                                                             | 2         |
| 2.2 Cash Receipts Journal.....                                                        | 3         |
| 2.3 Cash Disbursements Journal.....                                                   | 3         |
| 2.4 General Ledger .....                                                              | 4         |
| 2.5 Chart of Accounts .....                                                           | 4         |
| 2.6 Payroll Register .....                                                            | 4         |
| <b>3.0 Information and Supporting Documentation Requirements .....</b>                | <b>5</b>  |
| 3.1 Filing .....                                                                      | 9         |
| 3.2 Referencing .....                                                                 | 9         |
| 3.3 Security Over Documentation .....                                                 | 9         |
| 3.4 Retention .....                                                                   | 10        |
| 3.5 Protection of Electronically Stored Information .....                             | 10        |
| <b>4.0 Donations and Other Sources of Revenue .....</b>                               | <b>10</b> |
| <b>5.0 Audits.....</b>                                                                | <b>11</b> |
| <b>6.0 Single Audit Requirements .....</b>                                            | <b>11</b> |
| <b>7.0 Unique Entity Identifier and System for Award Management Requirements.....</b> | <b>11</b> |
| <b>B. INTERNAL CONTROLS .....</b>                                                     | <b>12</b> |
| <b>1.0 Internal Controls Overview .....</b>                                           | <b>12</b> |
| <b>2.0 Cash and Revenues .....</b>                                                    | <b>12</b> |
| 2.1 Separate Fund or Cost Center.....                                                 | 12        |
| 2.2 Manual Deposits .....                                                             | 12        |
| 2.3 Separation of Duties Over Deposits and Cash .....                                 | 13        |
| 2.4 Bank Reconciliations.....                                                         | 13        |
| 2.5 Bonding.....                                                                      | 13        |
| <b>3.0 Disbursements .....</b>                                                        | <b>13</b> |
| 3.1 Approvals and Separation of Duties Over Disbursements .....                       | 14        |

# TABLE OF CONTENTS

---

|            |                                                                                                                                   |           |
|------------|-----------------------------------------------------------------------------------------------------------------------------------|-----------|
| 3.2        | Credit Cards.....                                                                                                                 | 14        |
| 3.3        | Petty Cash .....                                                                                                                  | 15        |
| 3.4        | Other Liquid Assets.....                                                                                                          | 16        |
| <b>4.0</b> | <b>Payroll and Personnel Records .....</b>                                                                                        | <b>17</b> |
| 4.1        | Timecards .....                                                                                                                   | 18        |
| 4.2        | Benefit Balances .....                                                                                                            | 18        |
| 4.3        | Incentive Compensation .....                                                                                                      | 18        |
| 4.4        | Limitations on Positions and Salaries .....                                                                                       | 19        |
| 4.5        | Retroactive Payroll Adjustments and Payments .....                                                                                | 19        |
| 4.6        | Separation of Duties Over Payroll and Personnel.....                                                                              | 19        |
| 4.7        | Security Over Payroll and Personnel Records.....                                                                                  | 20        |
| <b>5.0</b> | <b>Procurement.....</b>                                                                                                           | <b>20</b> |
| 5.1        | Methods of Procurement.....                                                                                                       | 20        |
| <b>6.0</b> | <b>Capital and Non-Capital Assets.....</b>                                                                                        | <b>21</b> |
| 6.1        | Capital Assets .....                                                                                                              | 22        |
| 6.2        | Acquisition .....                                                                                                                 | 22        |
| 6.3        | Non-Capital Asset Equipment.....                                                                                                  | 22        |
| 6.4        | Asset Identification and Inventory .....                                                                                          | 23        |
| 6.5        | Security Over Assets .....                                                                                                        | 23        |
| 6.6        | Asset Management.....                                                                                                             | 23        |
| <b>7.0</b> | <b>Information Technology .....</b>                                                                                               | <b>24</b> |
| 7.1        | Information Technology Controls .....                                                                                             | 24        |
| 7.2        | Information Technology Security Management.....                                                                                   | 25        |
| 7.3        | Separation of Duties Over Systems .....                                                                                           | 26        |
| <b>8.0</b> | <b>Electronic Signatures .....</b>                                                                                                | <b>26</b> |
| <b>9.0</b> | <b>Subcontracts .....</b>                                                                                                         | <b>27</b> |
| 9.1        | Subcontractor Monitoring.....                                                                                                     | 27        |
| <b>C.</b>  | <b>COST PRINCIPLES.....</b>                                                                                                       | <b>27</b> |
| <b>1.0</b> | <b>Purpose of Program Funds.....</b>                                                                                              | <b>27</b> |
| 1.1        | Limitations and Requirements for Program Expenditures.....                                                                        | 28        |
| 1.2        | Limitations on Payments to Affiliated Organizations or Persons (i.e., Related<br>Party/Less-Than-Arm's-Length Transactions) ..... | 28        |

# TABLE OF CONTENTS

---

|                                                 |                                                         |           |
|-------------------------------------------------|---------------------------------------------------------|-----------|
| 1.3                                             | Unallowable Expenditures .....                          | 29        |
| 1.4                                             | Depreciation.....                                       | 29        |
| 1.5                                             | Rental Costs of Buildings and Equipment.....            | 30        |
| 1.6                                             | Budget Limitation .....                                 | 30        |
| 1.7                                             | Expenditures Incurred Outside the Agreement Period..... | 30        |
| 1.8                                             | Unallowable Activities .....                            | 30        |
| 1.9                                             | Unspent Program Funds.....                              | 30        |
| <b>2.0</b>                                      | <b>Allocable Expenditures .....</b>                     | <b>31</b> |
| 2.1                                             | Direct Costs .....                                      | 31        |
| 2.2                                             | Indirect Costs.....                                     | 32        |
| 2.3                                             | Acceptable Indirect Cost Allocation Methods.....        | 32        |
| 2.4                                             | Indirect Cost Limitations.....                          | 34        |
| 2.5                                             | Cost Allocation Plan.....                               | 34        |
| <b>3.0</b>                                      | <b>Overpayments .....</b>                               | <b>34</b> |
| <b>D.</b>                                       | <b>GOVERNANCE .....</b>                                 | <b>35</b> |
| <b>1.0</b>                                      | <b>Governance Overview .....</b>                        | <b>35</b> |
| 1.1                                             | Board of Directors' Requirements.....                   | 35        |
| 1.2                                             | Board of Directors' Fiduciary Responsibilities.....     | 36        |
| 1.3                                             | Oversight Mechanisms .....                              | 36        |
| 1.4                                             | Board Meetings.....                                     | 37        |
| 1.5                                             | Audit Committee .....                                   | 38        |
| <b>E.</b>                                       | <b>REPORTING FRAUD/MISCONDUCT .....</b>                 | <b>39</b> |
| <b>F.</b>                                       | <b>RESOURCES .....</b>                                  | <b>39</b> |
| <b>G.</b>                                       | <b>HANDBOOK ADMINISTRATION AND INQUIRIES .....</b>      | <b>40</b> |
| <br><b><u>EXHIBITS</u></b>                      |                                                         |           |
| Bank Reconciliation Example .....               |                                                         | Exhibit A |
| Petty Cash Log Example .....                    |                                                         | Exhibit B |
| Liquid Assets Log Example .....                 |                                                         | Exhibit C |
| Indirect Cost Allocation Methods Examples ..... |                                                         | Exhibit D |



## 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



## AUDITOR-CONTROLLER

# CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

---

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).





## **AUDITOR-CONTROLLER**

# **CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK**

---

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:



## AUDITOR-CONTROLLER

# CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

---

- 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***



## AUDITOR-CONTROLLER

# CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

---

***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.



## AUDITOR-CONTROLLER

# CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

---

### 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.



## AUDITOR-CONTROLLER

# CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

---

### 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



## **AUDITOR-CONTROLLER**

# **CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK**

---

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



## **AUDITOR-CONTROLLER**

# **CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK**

---

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





## **AUDITOR-CONTROLLER**

# **CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK**

---

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





## **AUDITOR-CONTROLLER**

# **CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK**

---

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.



## **AUDITOR-CONTROLLER**

# **CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK**

---

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.



## **AUDITOR-CONTROLLER**

# **CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK**

---

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



## AUDITOR-CONTROLLER

# CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

---

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.



## AUDITOR-CONTROLLER

# CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

---

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)



## AUDITOR-CONTROLLER

# CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

---

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)



## AUDITOR-CONTROLLER

# CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

---

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





## **AUDITOR-CONTROLLER**

# **CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK**

---

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.





## AUDITOR-CONTROLLER

# CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

---

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



## **AUDITOR-CONTROLLER**

# **CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK**

---

### 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



## **AUDITOR-CONTROLLER**

# **CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK**

---

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).



## **AUDITOR-CONTROLLER**

# **CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK**

---

### **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.



## **AUDITOR-CONTROLLER**

# **CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK**

---

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.



## **AUDITOR-CONTROLLER**

# **CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK**

---

- 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





## **AUDITOR-CONTROLLER**

# **CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK**

---

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



## AUDITOR-CONTROLLER

# CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

---

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.





## AUDITOR-CONTROLLER

# CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

---

### 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.



## **AUDITOR-CONTROLLER**

# **CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK**

---

### **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.



## **AUDITOR-CONTROLLER**

# **CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK**

---

### **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.



## AUDITOR-CONTROLLER

# CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

---

### 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



## AUDITOR-CONTROLLER

# CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

---

- 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



## AUDITOR-CONTROLLER

# CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

---

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.



## **AUDITOR-CONTROLLER**

# **CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK**

---

### 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.





## **AUDITOR-CONTROLLER**

# **CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK**

---

### **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.





## **AUDITOR-CONTROLLER**

# **CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK**

---

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.



## AUDITOR-CONTROLLER

# CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

---

- 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.



## **AUDITOR-CONTROLLER**

# **CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK**

---

### **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



## AUDITOR-CONTROLLER

# CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

---

### 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](mailto: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](http://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](http://www.irs.gov)



## AUDITOR-CONTROLLER

# CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

---

- United States Department of Labor - [www.dol.gov](http://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.ca.gov](http://www.leginfo.ca.gov)
  - Department of Justice Office of the Attorney General - [www.oag.ca.gov](http://www.oag.ca.gov)
    - Guide for Charities - <https://oag.ca.gov/charities/guide-live>
  - Franchise Tax Board - [www.ftb.ca.gov](http://www.ftb.ca.gov)
  - Secretary of the State - [www.sos.ca.gov](http://www.sos.ca.gov)
- COUNTY Board Policy Manual - [https://library.municode.com/ca/la\\_county\\_bos/codes/board\\_policy](https://library.municode.com/ca/la_county_bos/codes/board_policy)
- The Committee of Sponsoring Organizations of the Treadway Commission (COSO) - [www.coso.org](http://www.coso.org)
  - COSO sponsoring organizations:
    - The American Accounting Association - [www.aaahq.org](http://www.aaahq.org)
    - The American Institute of Certified Public Accountants - [www.aicpa.org](http://www.aicpa.org)
    - The Government Finance Officers Association - <https://www.gfoa.org>
    - The Financial Executives International - [www.financialexecutives.org](http://www.financialexecutives.org)
    - The Institute of Internal Auditors - [www.theiia.org](http://www.theiia.org)
    - The Association of Accountants and Financial Professionals in Business - [www.imanet.org](http://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/q/HNDS8DL8VX>

## Bank Reconciliation Example

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

|                                   |                                                                          |             |                            |
|-----------------------------------|--------------------------------------------------------------------------|-------------|----------------------------|
| <b>Balance Per Bank Statement</b> |                                                                          |             | \$ 35,000.00               |
| Add:                              | Deposit(s) in Transit                                                    |             | \$ 4,000.00                |
|                                   | Bank Service Charge<br>(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]            |
| <b>Adjusted Bank Balance</b>      |                                                                          |             | <b><u>\$ 36,900.00</u></b> |
| <hr/>                             |                                                                          |             |                            |
| <b>Balance Per Book</b>           |                                                                          |             | \$ 36,950.00               |
| Less:                             | Bank Charges                                                             | \$ 40.00    |                            |
|                                   | Post Error                                                               | \$ 10.00    | \$ (50.00) [1]             |
| <b>Adjusted Book Balance</b>      |                                                                          |             | <b><u>\$ 36,900.00</u></b> |

Prepared by: \_\_\_\_\_ Date \_\_\_\_\_

Reviewed by: \_\_\_\_\_ Date \_\_\_\_\_

[1] Reconciling items.



## Liquid Assets Log Example

## Liquid Asset Disbursement/Usage Log

**Type: Gift Cards to ABC, Inc. Grocery Store**

## January 202X

| Data Issued                            | Liquid Asset No. | Purpose/<br>Description | Quantity | Amount | Authorized by | Recipient    | Recipient<br>Signature |
|----------------------------------------|------------------|-------------------------|----------|--------|---------------|--------------|------------------------|
| <b>Beginning Liquid Assets on Hand</b> |                  |                         | 25       | \$ 500 |               |              |                        |
| 1/1/202X                               | XX-XXXX-X1       | Gift card for client    | 1        | \$ 20  | John Smith    | Jane Doe     | <i>Jane Doe</i>        |
| 1/10/202X                              | XX-XXXX-X2       | Gift card for client    | 1        | \$ 20  | John Smith    | Robert Jones | <i>Robert Jones</i>    |
| 1/25/202X                              | XX-XXXX-X3       | Gift card for client    | 2        | \$ 40  | John Smith    | Jane Doe     | <i>Jane Doe</i>        |
| 1/26/202X                              | XX-XXXX-X4       | Gift card for client    | 1        | \$ 20  | John Smith    | Robert Jones | <i>Robert Jones</i>    |
|                                        |                  |                         |          |        |               |              |                        |
|                                        |                  |                         |          |        |               |              |                        |
|                                        |                  |                         |          |        |               |              |                        |
|                                        |                  |                         |          |        |               |              |                        |
|                                        |                  |                         |          |        |               |              |                        |
|                                        |                  |                         |          |        |               |              |                        |
|                                        |                  |                         |          |        |               |              |                        |
|                                        |                  |                         |          |        |               |              |                        |
|                                        |                  |                         |          |        |               |              |                        |
|                                        |                  |                         |          |        |               |              |                        |
|                                        |                  |                         |          |        |               |              |                        |
|                                        |                  |                         |          |        |               |              |                        |
|                                        |                  |                         |          |        |               |              |                        |
|                                        |                  |                         |          |        |               |              |                        |
|                                        |                  |                         |          |        |               |              |                        |
|                                        |                  |                         |          |        |               |              |                        |
|                                        |                  |                         |          |        |               |              |                        |
| <b>Total Disbursed/Used</b>            |                  |                         | 5        | \$ 100 |               |              |                        |
| <b>Ending Liquid Assets on Hand</b>    |                  |                         | 20       | \$ 400 |               |              |                        |

**Liquid Asset Custodian Signature**

Date \_\_\_\_\_

Liquid Asset Log Reviewer Signature

Date \_\_\_\_\_



## 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%          |
| <b>Total Square Footage</b> | <b>4,000</b> | <b>100%</b> |

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        |
| + Program A Shared Costs              | \$105,000        |
| <b>Total Program A Direct Costs</b>   | <b>\$205,000</b> |
| Program B Direct Costs                | \$850,000        |
| + Program B Shared Costs              | \$37,500         |
| <b>Total Program B Direct Costs</b>   | <b>\$887,500</b> |
| Fundraising Direct Costs              | \$50,000         |
| + Fundraising Shared Costs            | \$7,500          |
| <b>Total Fundraising Direct Costs</b> | <b>\$57,500</b>  |

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.

|                                                |                  |                      |
|------------------------------------------------|------------------|----------------------|
| <b>Indirect Costs Allocable to Program A</b>   | <b>\$44,565</b>  | = \$205,000 x 21.74% |
| <b>Indirect Costs Allocable to Program B</b>   | <b>\$192,935</b> | = \$887,500 x 21.74% |
| <b>Indirect Costs Allocable to Fundraising</b> | <b>\$12,500</b>  | = \$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<sup>(1)</sup> 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        |
| <b>Total Indirect Facilities Costs</b>      | <b>\$800,000</b> |

**Indirect Administration Costs**

|                                            |                    |
|--------------------------------------------|--------------------|
| Indirect General Administration            | \$700,000          |
| Indirect General Expenses                  | \$500,000          |
| <b>Total Indirect Administration Costs</b> | <b>\$1,200,000</b> |

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.

|                                                              |                  |                   |
|--------------------------------------------------------------|------------------|-------------------|
| <b>Indirect Facilities Costs Allocated to Program A</b>      | <b>\$400,000</b> | = \$800,000 x 50% |
| <b>Indirect Facilities Costs Allocated to Program B</b>      | <b>\$160,000</b> | = \$800,000 x 20% |
| <b>Indirect Facilities Costs Allocated to Fundraising</b>    | <b>\$40,000</b>  | = \$800,000 x 5%  |
| <b>Indirect Facilities Costs Allocated to Administration</b> | <b>\$200,000</b> | = \$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 <sup>(1)</sup> | \$ 3,200,000 | \$ 1,710,000 |

<sup>(1)</sup> 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         |
| <b>Total Direct Costs</b> | <b>\$ 1,170,000</b> | <b>\$ 148,500</b> |

Step 1: Calculate the modified total direct costs (MTDC)<sup>(1)</sup> for each program.

<sup>(1)</sup> 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          |
| <b>MTDC<sup>(1)</sup></b> | <b>\$ 1,060,000</b> | <b>\$ 131,000</b> |

<sup>(1)</sup> 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%              |
| <b>Indirect Costs Charged</b> | <b>\$ 159,000</b> | <b>\$ 19,650</b> |

**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: \_\_\_\_\_

**EXHIBIT D-2**

**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: \_\_\_\_\_

**EXHIBIT D - 4**

**RESOURCE FOSTER PARENT ACKNOWLEDGEMENT  
AND  
CONFIDENTIALITY AGREEMENT**

**GENERAL**

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

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

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

**RESOURCE FOSTER PARENT ACKNOWLEDGEMENT**

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

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

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

**EXHIBIT D - I**

## **RESOURCE FOSTER PARENT CONFIDENTIALITY AGREEMENT**

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

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

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

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

I agree to report any and all violations of the above by any other person and myself to the Foster Family Agency approving my home and I agree to ensure that the Foster Family Agency approving my home reports such violations to the County of Los Angeles Department of Children and Family Services. I agree to return all materials to the

Foster Family Agency approving my home upon termination of my approval by \_\_\_\_\_ or removal of my last placed child, whichever comes first.

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

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

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

Date \_\_\_\_\_

# STATEMENT OF DANGEROUS BEHAVIORS

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

Child's Name: \_\_\_\_\_  
 DOB: \_\_\_\_\_ DOP: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
 Signature (Placement Worker)

\_\_\_\_\_  
 Signature (Service Provider)

Agency \_\_\_\_\_

Agency \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

|               |                                                     |               |
|---------------|-----------------------------------------------------|---------------|
| <b>31-405</b> | <b>SOCIAL WORKER RESPONSIBILITIES FOR PLACEMENT</b> | <b>31-405</b> |
|---------------|-----------------------------------------------------|---------------|

(Continued)

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

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



Department of the  
Treasury  
Internal Revenue Service

**Notice 1015**

(Rev. December 2018)

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

**What is the EIC?**

The EIC is a refundable tax credit for certain workers.

**Which Employees Must I Notify About the EIC?**

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note:** You are encouraged to notify each employee whose wages for 2018 are less than \$54,884 that he or she may be eligible for the EIC.

**How and When Must I Notify My Employees?**

You must give the employee one of the following.

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you must notify

**Exhibit F**

the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2019.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at [www.irs.gov/FormsPubs](http://www.irs.gov/FormsPubs). Or you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to order it.

**How Will My Employees Know If They Can  
Claim the EIC?**

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040.

**How Do My Employees Claim the EIC?**

An eligible employee claims the EIC on his or her 2018 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2018 and owes no tax but is eligible for a credit of \$800, he or she must file a 2018 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-  
2018) Cat. No.  
205991

**Exhibit G**

**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
PAYMENT RESOLUTION NOTIFICATION**

**INSTRUCTIONS:**

Complete one request per minor

Email to the DCFS Payment Resolution Unit at [Cov71@DCFS.LACOUNTY.GOV](mailto:Cov71@DCFS.LACOUNTY.GOV)

An annotated copy will be returned for your records when the payment discrepancy is resolved

| VENDOR INFORMATION | PAYMENT DISCREPANCY         |
|--------------------|-----------------------------|
| Date of Request:   | Payment months in question: |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|
| Vendor Name:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <div> <div>[</div> <div>]</div> <div>[</div> <div>Incorrect rate</div> <div>]</div> <div>[</div> <div>Birth date rate change</div> <div>]</div> <div>[</div> <div>First payment was not received</div> <div>]</div> <div>[</div> <div>Start date discrepancy</div> <div>]</div> <div>[</div> <div>]</div> <div>[</div> <div>Stop date discrepancy</div> <div>]</div> <div>[</div> <div>Other payment problem (specify below):</div> <div>]</div> <div>[</div> <div>]</div> </div> |                                                       |
| Vendor Number:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                       |
| Contact Person:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                       |
| Telephone Number:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                       |
| <b>CHILD'S INFORMATION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                       |
| Child's Name:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                       |
| Child's Birth Date:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                       |
| Child's Case Number:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                       |
| <b>PLACEMENT INFORMATION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>RESOLUTION/COMMENTS</b><br>Completed by DCFS Staff |
| <p>To expedite your payment request please answer the following questions:</p> <p>The child was placed by <input type="checkbox"/> DCFS <input type="checkbox"/> Probation</p> <p>Did you receive a blue placement packet from the CSW? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Have you ever received a payment for this child?<br/><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Did you send in a voucher for requested payment?<br/><input type="checkbox"/> Yes <input type="checkbox"/> No</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                       |
| Rate amount:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Date:                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                       |
| Beginning date of placement:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Eligibility Worker:                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                       |
| Ending date of placement:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Telephone Number:                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                       |

## 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 11404. 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 Nonrelated 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 45304.123 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, which ever occurs first, to request a State Fair Hearing (CDSS EAS 45-306.3).
  - a. If the Informal Hearing designee receives a telephone call or a letter withdrawing the request for informal hearing, the Informal Hearing designee will send a confirming letter regarding the telephone call or receipt of the letter. The letter will also include a statement that the provider will have 90 days from the date of withdrawal to request a State Fair Hearing.
  - b. If the Informal Hearing designee sets a hearing and the person fails to appear at the set time, date and location, the Informal Hearing designee will attempt to contact the provider by telephone after waiting 45 minutes for their appearance. If the party is reached, the Informal Hearing designee can determine good cause and re-schedule the hearing. If the party is not reached, the Informal Hearing designee will issue a letter. The letter will indicate that an informal hearing was scheduled on the set time, date and location and will attach the notice issued. The letter will further state that the failure to appear concluded the informal process and that the provider will have 90 days from the date of failure to appear to request a State Fair Hearing.

### **Formal State Fair Hearing Requirements:**

1. The foster care provider can request either or both the informal hearing and State Fair Hearing. The staff tracking the administrative rights of the foster care provider will consider the following, prior to determining the regulatory hearing processes have concluded.
  - a. No Request Received for Either Informal or State Fair Hearing: If the foster care provider never requested review of the County determination on an overpayment, either by informal hearing within 30 days of mailing the NA 1261 or a State Fair Hearing within 90 days of mailing the NA 1261, upon the 92<sup>nd</sup> day, the overpayment is identified and the providers time frame to request review has lapsed and the overpayment is collectible.
  - b. Request for Informal Hearing: If the foster care provider requests an informal hearing. See Informal Hearing designee above in steps 5 and 6. If no State Hearing is requested within 90 days of the issuance of the Informal Hearing Decision, 90 days after withdrawal or 90 days after failure to appear at the informal hearing, the overpayment will be identified for collection on the 92<sup>nd</sup> day, the date the overpaid provider exhausted administrative processes.
  - c. Request for State Fair Hearing after Receipt of Decision in Informal Hearing or absent a request for Informal Hearing: If an informal hearing is requested and conducted, the 90 day period to request a State Fair Hearing is suspended until DCFS issues an informal decision after hearing. The person requesting the informal hearing will have 90 days from the date the decision is mailed to request the State Fair Hearing. (See steps 5 and 6 above.)
  - d. DCFS can verify with the DCFS Appeals State Hearing Unit if they have received a request for State Fair Hearing and if so, what date occurred.
    - If a State Fair Hearing has been requested, the amount is not collectible until the administrative process is exhausted. DCFS must await the decision of the Administrative Law Judge and proceed, as ordered.
    - If no request for a State Fair Hearing has occurred, the administrative process will be considered exhausted on the 92<sup>nd</sup> day, and the overpayment will be identified and collectible.

**J. WHEN: NO RESPONSE IS RECEIVED FROM A GH, FFH, RH, NRLG OR NREFM**

### **Overpayment/Recovery Staff Responsibilities:**

1. At the control date (30 days), (see step 4 on page 8), if the provider does not return the overpayment, enter into a mutually agreed-upon repayment plan, or has not requested an Informal Hearing. (If the provider requested an Informal Hearing, see Informal Hearing designee Responsibilities, Informal Hearing Request above.) Call the agency and continue to make additional attempts to voluntarily resolve payment issue(s), during the 90 day period. Do not discuss with the agency State Fair hearing rights. If questions are asked, refer them to the NOA 1261 and any other documents, issued regarding their rights to dispute the overpayment.
2. If the provider has requested a 30 day Informal Hearing, contact the person designated to hear the matter regarding the date set. Thereafter, request the date the hearing decision was mailed to the foster care provider. Set a 90 day control date, from the date of mailing to determine if the provider requests a State Fair hearing.
3. If no Informal Hearing was requested, await the control date of 90 days, to determine if the provider returns the overpayment, enters into a mutually agreed upon repayment plan or requests a State Fair Hearing. If by the 92<sup>nd</sup> day, there is no request for review of the County overpayment, the amount(s) will be deemed collectible and identified. (If the provider did request a State Fair Hearing, see Formal State Fair Hearing Requirements on page 14. Do not process collection until exhaustion of the administrative hearing process or the foster provider determines to enter a voluntary agreement.)
4. If payment issue is not resolved and administrative due process has lapsed or been exhausted, 92 days from the date of mailing the NA 1261 or two (2) days after the exhaustion of administrative due process, the overpayment is now identified and an aid claim adjustment for the federal share is required. The overpayment is now collectible and no further options to dispute the County determination of overpayment are required. The County can collect under the involuntary processes set forth in CDSS EAS 45-305.3, if the provider continues to refuse to enter into a voluntary repayment plan.
  - a. Upon the 92<sup>nd</sup> day, two days after the date the overpaid provider's time frame to request administrative review has elapsed, the overpayment is considered identified. The County will remit the federal share to CDSS no later than 20 calendar days after the end of the month in which the overpayment was identified by making an aid claim adjustment in the amount equal to the federal share.
  - b. For voluntary repayment by any type of foster care provider, see Section F. step 4.c.

- c. For involuntary repayment for foster family homes, relative homes, NERFMs and non-related legal guardianships. These actions will only be used when voluntary agreements to repay have failed or there has been a failure of repayment under the provisions of a voluntary agreement. Below is the priority of involuntary collection.
- Grant adjustment. The overpayment is due to aid paid when the child was not in the home of the provider agency (CDSS EAS 45304.122). 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 45305.331-332.)
  - 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 .11402.662)
- 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 offsetting against the current group home provider reimbursement rates (CDSS EAS 11402.664).

- 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 2<sup>nd</sup> bullet under d. on page 17, when a GH/FFA is subject to mandatory repayment the following requirements apply; a) In addition to the repayment reduction of 11-402.664, 50% of any California Necessities Index (CNI) increases and any adjustments to the Standardized Schedule of Rates in the AFDC-FC program will be withheld and applied and b) The GH/FFA program will be ineligible to receive program change that results in an increased rate classification level (RCL) until the amount is recovered or a waiver is granted by CDSS. (If waiver granted and an increased RCL occurs, it will be subject to 11-402.664 recovery amounts. (See CDSS EAS 11-402.665 and contact county counsel for assistance.)
- Additional Action/Certificate against real or personal property of group home. In addition to collection processes, the County may also file a certificate against the real or personal property of a group home provider, in accordance with WIC 11466.33. The code section contains multiple requirements to review, prior to making the determination to file a certificate. If all requirements are met to file the certificate, it is to be filed with the County Clerk. The County Clerk may then file a lien against the property. The County may bring action within a 10-year period and seek judgment, allowing for the filing of an abstract of judgment. (See CDSS EAS 11-402.666.)
- Additional Action/County action impacting RCL Rate. This section (in conjunction with .668) indicates contact can be made with CDSS regarding the GH/FFA's failure to repay an overpayment and request termination of the RCL. If DCFS determines to take this action, DCFS should only do so after the providers due process has completed in favor of the County by State Fair Hearing or civil judgment. The Initial Statement of Reasons, issued with the emergency regulations, limit the action of the County to "collection". Contact with County Counsel should occur to determine if this action could occur and assure that the requirements of CDSS EAS 11402.667 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

<< Intentionally Left Blank >>

ADMINISTRATION OF CONTRACT  
**COUNTY'S ADMINISTRATION**

**CONTRACT NO.:**

\_\_\_\_\_

**COUNTY PROGRAM DIRECTOR:**

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Address:

\_\_\_\_\_

Telephone:

\_\_\_\_\_

Email Address:

\_\_\_\_\_

**COUNTY PROGRAM MANAGER:**

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Address:

\_\_\_\_\_

Telephone:

\_\_\_\_\_

Email Address:

\_\_\_\_\_

**COUNTY PROGRAM MANAGER:**

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Address:

\_\_\_\_\_

Telephone:

\_\_\_\_\_

Email Address:

\_\_\_\_\_

## 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 selfemployment.

| <b>EMPLOYEE/INDEPENDENT CONTRACTOR INFORMATION</b> |                  |                   |
|----------------------------------------------------|------------------|-------------------|
| 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.

**EXHIBIT W-1**

## 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 selfemployment.

## **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: \_\_\_\_\_



**DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
CONTRACTS ADMINISTRATION DIVISION  
FEDERAL AWARD INFORMATION (2CFR 200.332)  
FISCAL YEAR 2023-2024**

Date of Notification: \_\_\_\_\_ Sub recipient Name: \_\_\_\_\_

Contract Number: \_\_\_\_\_ Federal Award Identification Number (FAIN): \_\_\_\_\_

Federal Award Date: \_\_\_\_\_

Sub award Period of Performance: \_\_\_\_\_ Sub award Budget Period: \_\_\_\_\_

Amount of Federal funds obligated by the pass-through entity: \_\_\_\_\_

Amount of Federal funds obligated to the subrecipient by the pass-through entity include the current obligation: \_\_\_\_\_

Total Amount of Federal Award committed to the subrecipient: \_\_\_\_\_

Federal Award Project description as required by FFATA: \_\_\_\_\_

Name of Federal Awarding Agency: \_\_\_\_\_ Agency's Assistance Listing Number: \_\_\_\_\_  
(Formerly Catalog of Federal Domestic Assistance)

Does Sub recipient have an Aid to Families with Dependent Children - Foster Care Rate Letter? Yes \_\_\_ No \_\_\_

If yes, provide the Sub recipient's AFDC-FC Program Number: \_\_\_\_\_

If not applicable to this contract, mark this box: \_\_\_

(Sub recipient must use the federal sharing ratios, provided and updated annually by the California Department of Social Services when calculating and reporting the

Indirect Cost Rate letter: Yes \_\_\_ No \_\_\_ Agency's Unique Entity Identifier (UEI): (formerly DUNS Number) \_\_\_\_\_

**Acknowledgment:** As pursuant to CFR Section 200.331(a)(1)(xii), this is to acknowledge that (Agency's Legal Name):

\_\_\_\_\_ does not engage in any Research and Development under this contract.

I confirm that the following AFDC-FC Program Number is correct: \_\_\_\_\_  
(Agency Representative print the AFDC-FC program number)

\_\_\_\_\_  
Agency's representative (Print Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agency's representative (Print Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Please complete and return to \_\_\_\_\_ at: \_\_\_\_\_  
(Analyst Name) (E-mail address)

# INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

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

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

## 1. DEFINITIONS

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

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to the County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.
- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.

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

## 2. INFORMATION SECURITY AND PRIVACY PROGRAMS

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

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

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

The Contractor's Information Security Program shall:

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

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

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

The Contractor's Privacy Program shall include:

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

### **3. PROPERTY RIGHTS TO COUNTY INFORMATION**

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

### **4. CONTRACTOR'S USE OF COUNTY INFORMATION**

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

### **5. SHARING COUNTY INFORMATION AND DATA**

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

## 6. CONFIDENTIALITY

- a. **Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
- b. **Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor shall notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.
- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information ("NPI") in the course of performing this Contract, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use", "Confidential" or "Restricted" as defined in [Board of Supervisors Policy 6.104 – Information Classification Policy](#) as NPI. The Contractor shall not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.
- d. **Individual Requests.** The Contractor shall acknowledge any request or instructions from the County regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. The Contractor shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor shall notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor shall notify the County as described in Section 13 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
- e. **Retention of County Information.** The Contractor shall not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

## 7. CONTRACTOR EMPLOYEES

The Contractor shall require all employees, agents, and volunteers to abide by the requirements in this Exhibit, as set forth in the Contract, and sign an appropriate written Confidentiality/nondisclosure 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 backup 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](mailto:CISO-CPO_Notify@lacounty.gov)

**Chief Information Security Officer:**

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

**Chief Privacy Officer:**

Lillian Russell  
  
Chief Privacy Officer  
320 W Temple, 7<sup>th</sup> 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.