

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

FOSTER FAMILY AGENCY CONTRACT FOR FOSTER CARE

STATEMENT OF WORK



**Yellow Highlights** = Changes from original FFA SOW

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## **PART A: INTRODUCTION**

### **1.0 PREAMBLE**

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

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

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

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

### **2.0 OVERVIEW & BACKGROUND**

On January 1, 2017, specific sections of Assembly Bills 403 and 1997 became operative and established new requirements for all Foster Family Agencies (FFA). AB 403 and AB 1997 were sponsored by the California Department of Social Services (CDSS) to administer the Continuum of Care Reform (CCR), the main goals of which are to further improve California's child welfare system and its outcomes by reducing the use of congregate care placement settings, increasing the use of home-based family care and decreasing the length of time to achieve permanency. This will be accomplished in part through the strengthening of cross-agency networks of services and supports, coordinated through an effective child and family team process, which support the ultimate goal of finding and maintaining a stable, permanent family.

Foster Family Agencies (FFA) will engage in 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, pregnant and parenting teens with children, and Non Minor Dependents (NMDs) who are supervised by DCFS and Probation and in need of care. FFAs will coordinate with DCFS and Probation Department to find homes and provide services and supports to

Resource Families and to the placed children to the extent possible and authorized by local, state and federal law.

2.1 The Community Care Licensing Division (CCLD) regulations that apply to FFAs are from the Manual of Policies and Procedures and Title 22, but not limited to:

- (a) Division 6, Chapter 1, Sections 80000-80095 [except as otherwise noted in Section 88030(f)] (*General Licensing Requirements*), and Division 6, Chapter 4, Sections 83000 through 83088 (*Small Family Homes*), which can be found at <http://www.dss.cahwnet.gov/ord/PG295.htm>;
- (b) Division 6, Chapter 8.8, Sections 88000 through 88087, which can be found at <http://www.dss.cahwnet.gov/ord/PG295.htm>; for FFA requirements;
- (c) Division 6, Chapter 8.8, Sections 88200 through 88587.1, which can be found at [http://www.cdss.ca.gov/cdssweb/entres/pdf/CCR/FFA\\_InterimLicensingStandards.pdf](http://www.cdss.ca.gov/cdssweb/entres/pdf/CCR/FFA_InterimLicensingStandards.pdf); for FFA and Resource Family Approval requirements; and
- (d) Division 2, Subchapters 1-9, Sections 35000-35409 (*Adoptions Manual*) for Foster-Adopt FFA requirements; which can be found at <http://www.dss.cahwnet.gov/ord/PG295.htm>.

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

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

### 3.0 COUNTY PRIORITIES FOR CHILDREN

COUNTY has established the following priorities for children: (1) safety; (2) permanency; and (3) Access to effective and caring services.

CONTRACTOR shall provide data related to child safety, permanency, and access to effective and caring services for well-being/self-sufficiency.

**3.1 Safety:** Safety is defined as freedom from abuse and neglect.<sup>1</sup> The Performance Outcome Goals and Requirements Summary addressing this priority are found in Part D, Section 22.0 of this SOW.

<sup>1</sup> Abuse or neglect in out-of-home care is defined in the California Penal Code, Section 11165.5.

**3.2 Permanency:** Permanency is defined as a safe and stable nurturing relationship achieved through maintaining the child in the home, reunification, adoption, or legal guardianship. The Performance **Outcome Goals and Requirements** Summary and Service Tasks addressing this priority are found in **Part D, Section 23.0** of this SOW.

It is a priority of COUNTY to place children with Resource Families. A Resource Family is one that will support the goal of family reunification, and, when reunification is not possible, be approved to provide legal permanence for a child. It is also a COUNTY priority to use a concurrent planning process if it is uncertain whether the permanency plan of family reunification will be successful. Additionally, it is COUNTY's goal to have many more FFA Resource Families. The use of Resource Families in concurrent planning in managing cases: (1) allows the adoption planning process to proceed simultaneously with the family reunification process so that the adoption can be completed in less time if the family reunification plan fails; and (2) reduces the number of placement disruptions for the child by allowing the Resource Family to become the adoptive family.

It is also a priority of COUNTY to place children with their teen parents whenever possible while their teen parents are placed in out-of-home care. A Whole Family Foster Home (WFFH) supports the COUNTY's efforts to achieve timely permanency for children by providing support and services to teen parent family units to strengthen the young family and foster safety and independence. A Whole Family Foster Home is a family home that provides care for a minor parent and his or her child, and is specifically recruited and trained to assist a teen parent in developing the skills necessary to provide a safe, stable, and permanent home for his or her child. Additionally, it is the goal of COUNTY to have many more FFA homes approved as Whole Family Foster Homes. The increase in Whole Family Foster Homes will assist the COUNTY with (1) increasing placement options for a teen parents and their child(ren); (2) the homes designed to care for teen parents and their children; and (3) removes the current financial disincentive to place teen parents and their children together.

**3.3 Access to effective and caring services for Well-Being/Self-sufficiency:** It is the COUNTY's goal to ensure placed children/youth receive Core Services as identified through the Child and Family Team in the spirit of the Core Practice Model to improve their level of functioning in the areas of education/career planning, emancipation preparation, physical, behavioral, social and emotional well-being and self-sufficiency. The Performance Outcome Goals and Requirements Summary addressing this priority are found in Part **D**, Section **24.0** of this SOW.

#### **4.0 PROGRAM GOALS**

The COUNTY has incorporated the following program goals consistent with Assembly Bills 403 & 1997:

1. Comprehensive Initial Child Assessments.
2. Increasing the use of Home-Based Family Care and the Provision of Services and Supports to Home-Based Family Care and wrap the necessary services around the child to ensure placement success and prevent replacements.
3. Reducing the use of Congregate Care Placement Settings.
4. Creating faster paths to Permanency resulting in shorter durations of involvement in the Child Welfare and Juvenile Justice Systems.

Aligned with the above mentioned goals are program services which shall include the timely provision of an array of appropriate services that are coordinated, comprehensive, and community-based, and which address the needs of children and youth with more intensive needs requiring medically necessary specialty mental health services in their own home, or an appropriate homelike setting in order to facilitate reunification and to ensure their safety, permanence, and well-being. These program services shall be trauma informed, culturally relevant, age and developmentally appropriate. Additionally, programs shall collaborate with child welfare and mental health agencies for the provision of coordinated services to children and youth, and their family in accordance with the Core Practice Model as described in Section 7.0.

## 5.0 SERVICE DELIVERY SITES

CONTRACTOR'S Services shall be at the locations specified on Exhibit A-I, Service Delivery Sites.

CONTRACTOR shall provide notification to the DCFS Out-of-Home Care Management (OHCM) Division Chief or designee and the Probation Placement Permanency & Quality Assurance (PPQA) Director via email a minimum of thirty (30) Days before: (1) terminating services at any location(s); and (2) before commencing services at any other location(s) not previously approved in writing by the DCFS (OHCM) Division Chief or designee and the Probation Placement Permanency & Quality Assurance (PPQA) Director.

5.1 CONTRACTOR shall not place children at a service delivery site not approved on Exhibit A-I. 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, and/or Do Not Use Status, as set forth in Part I – Unique Terms and Conditions, Section 17.0, 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 any and all of its legal rights consistent with Part

I, Section 21.0 Dispute Resolution Procedures of this Contract.

## 6.0 TARGET POPULATION

The CONTRACTOR shall accept and provide services to children as indicated in the CONTRACTOR'S Program Statement, Population to be Served (Section 2) and in accordance to Title 22, Chapter 8.8 Foster Family Agencies, Articles 9, and Subchapter 1, Section 88222.1 (b)(2)

The overall target demographics for FFAs is children, ages 0-17 and Non-Minor Dependents, ages 18-21, in need of a temporary or permanent family setting. The principal target groups include children in which the Case Plan is for: (1) family reunification; (2) adoption; (3) legal guardianship; (4) permanent placement; (5) sibling group placement; (6) teen parents and their children; (7) neighborhood/school-based placement; (8) self-sufficiency; and (9) children with special health care needs as defined in Welfare and Institution Code (WIC) Section 17710(a) and in Title 22, Division 6, Chapter 8.8, Article 9, Subchapter 1, Section 88201 (3)(A), for FFAs with Specialized Resource Families.

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

## 7.0 CORE PRACTICE MODEL

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

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



creates an opportunity to make adjustments using team assessments so plans can evolve to achieve long-term goals.

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

The CONTACTOR may refer to the Pathways to Mental Health Service Core Practice Model Guide, which can be found at <http://www.childsworld.ca.gov/res/pdf/CorePracticeModelGuide.pdf>.

For more information about the CPM, visit [www.gettothecore.org](http://www.gettothecore.org).

## **PART B – PROGRAM REQUIREMENTS**

### **8.0 STAFF QUALIFICATIONS & REQUIREMENTS**

#### **8.1 Staff Qualifications, Requirements, and Exemptions**

The CONTRACTOR shall adhere to Title 22 Division 6, Chapter 8.8, Sections 88264, 88265.2, 88265.3, 88364, 88365.2 and 88365.3 requirements in connection with staff qualifications, requirements, and exemptions.

#### **8.2 California Department of Justice (DOJ) authorization for Resource Family Approval assessments**

Any FFA implementing Resource Family Approvals must be authorized by the California Department of Justice (DOJ) to obtain criminal history information necessary to complete a Resource Family Approval assessment. To become authorized, an FFA must establish mailing and billing information and obtain an Originating Agency Identifier (ORI) code by completing the application package which can be found on the Attorney General's website at:

<http://oag.ca.gov/sites/all/files/agweb/pdfs/fingerprints/forms/all-others.pdf>  
Additional information can be found at: <http://oag.ca.gov/fingerprints/agencies>.

#### **8.3 Criminal Record Clearance Procedures, Criminal Record Statements, and Child Abuse Index Checks**

The CONTRACTOR shall conduct a background check and criminal record exemption prior to the hiring or approval of each Resource Family applicant, all adults residing or regularly present in the home of an applicant, and as applicable for all employees, independent contractors, volunteer staff, or subcontractors who come into contact with children while providing services under the Contract according to Title 22, Chapter 8.8 Foster Family Agencies, Articles 9, and Subchapter 1, Sections 88331.3 and 88331.31.

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

The CONTRACTOR shall inform OHCMD of any criminal record exemption granted within 2 business days by submitting the Criminal Record Exemption Notification (Exhibit A-II) along with any related documentation.

The CONTRACTOR shall comply with the requirements with FFA Contract, Part II, Standard Terms and Conditions, Section 18.0 Criminal Clearances, Criminal Record Clearances Procedures, Criminal Record Statements, and Child Abuse Index Checks.

#### **8.4 Reporting of Subsequent Arrests or Convictions**

The CONTRACTOR shall notify the COUNTY Program Manager in writing of any known arrest and/or subsequent conviction, other than for minor traffic offenses, of the following: (1) any Resource Family applicant, all adults residing or regularly present in the home of an applicant, employee, independent contractor, volunteer staff, or subcontractor who comes in contact with children while providing services under the contract; (2) any adult responsible for administration or direct supervision of staff; (3) if the CONTRACTOR is a firm, partnership, association, or corporation, the chief executive officer of CONTRACTOR or other person serving in like capacity; and (4) additional officers of the governing body of the CONTRACTOR or other persons with a financial interest in the applicant, as determined necessary by CDSS and by regulation. The Notification of Subsequent Arrest, Conviction, Probation or Parole Notification (Exhibit A-III) shall be given to OHCMD along any related documentation within one working day of the time such information becomes known to the CONTRACTOR.

#### **8.5 Declarations of Part-time Contract Social Workers**

The CONTRACTOR is responsible for obtaining written declarations from any contract social workers utilized on a part-time basis to the effect that the contract social worker's total contracted caseload with all contracting agencies does not exceed 15 children. Contract social workers must meet staff requirements as indicated in Section 8.1 of this SOW.

#### **8.6 Staff Language Requirements**

The CONTRACTOR shall, to the extent possible and if resources are available, provide staff and social work personnel who are proficient in both

speaking and writing the language of the CONTRACTOR'S Resource Family and the children.

### **8.7 Required Services by CONTRACTOR'S Social Work Staff**

The CONTRACTOR'S social work staff shall provide services as set forth in the CONTRACTOR'S Exhibit B – Plan of Operation and Program Statement and any additional services identified in this SOW, as applicable. These services shall also include qualified social work personnel to be available on a 24-hour basis to respond to any emergency within a two-hour period.

## **9.0 TRAINING**

### **9.1 Training of Staff, Volunteers and Subcontractors**

The CONTRACTOR shall develop comprehensive initial and ongoing training plans for agency staff, volunteers, subcontractors, working directly with children in accordance with Title 22, Chapter 8.8 Foster Family Agencies, Articles 9, and Subchapter 1, Section 88222.1(4) and (5) and 88364(d) and (e), which shall be made available upon request.

### **9.2 Training by Qualified Staff**

The CONTRACTOR shall ensure training is conducted by qualified staff as indicated in Title 22, Chapter 8.8 Foster Family Agencies, Articles 9, and Subchapter 1, Sections 88222(d)(7)(B)(3); 88264(g)(1)(B) and (5); 88265.2(c)(1); 88364(c) through (e); 88365.2(b); 88365.3(b).

### **9.3 Maintenance of Training Records**

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

### **9.4 Additional Training**

The COUNTY reserves the right to designate up to 16 hours of additional training per year as determined by the COUNTY.

## **10.0 RESOURCE FAMILY APPROVAL**

CONTRACTOR shall abide by all regulations pertaining to the Resource Family recruitment, application, clearance, approval process, and monitoring of continuing requirements of Resource Family Homes according to Title 22, Chapter 8.8 Foster Family Agencies, Article 9, Subchapter 1, Articles 1-7.

## 10.1 Pre-Approval Training

The CONTRACTOR shall ensure prospective Resource Families receive pre-approval training as described in Title 22, Chapter 8.8 Foster Family Agencies, Article 9, and Subchapter 1, Sections 88331.4(a)(1), 88331.5(a)(C)(1), 88331.6, 88331.7(b)(6), 88431(a)(6) and 88431.3(a).

CONTRACTOR shall train Resource Families to meet the children's needs and understand the Case Plan goals of: (1) family reunification; (2) adoption; (3) legal guardianship; (4) permanent placement; (5) placement of sibling groups in the same home; (6) teen parents and their children; (7) neighborhood/school-based placements; or (8) placement of children with special health care needs; or (9) self-sufficiency of youth and NMDs. CONTRACTOR shall recruit Resource Families with these objectives in mind.

## 10.2 Resource Family Approval Assessment Process

The CONTRACTOR shall ensure applicants meet all requirements as indicated on Title 22, Chapter 8.8 Foster Family Agencies, Article 9, and Subchapter 1, Article 5.

The CONTRACTOR shall complete all recruitment, clearances, application process and necessary assessments for the approval of each prospective Resource Family in accordance with all sections found in Title 22, Chapter 8.8 Foster Family Agencies, Article 9, and Subchapter 1, Article 2.

CONTRACTOR shall provide OHCMD Program Manager's designee a copy of each Resource Family Approval Certificate.

CONTRACTOR shall retain all documents associated to the Resource Family Approval process and made available upon request.

## 10.3 Additional Reference Checks Prior to Placement

Although the additional reference check is not a requirement for a Resource Family Approval, LA COUNTY has instituted this requirement as a safety precaution prior to placement. No child shall be placed with a Resource Family until the Resource Family Home has obtained a Resource Family Approval Certificate.

Prior to placement with a newly approved Resource Family, the CONTRACTOR shall submit the Request for History of Child Abuse/Neglect (Exhibit A-IV) and the Recertification for History of Child Abuse/Neglect (Exhibit A-V) for every annual update of the Resource Family Approved

home to their assigned OHCMD monitor and inquire about any Resource Family adult household member child abuse/neglect history.

During the approval and annual update of the Resource Family, the CONTRACTOR shall require prospective and current Resource Family adults in the household to sign a release of information form (Exhibit A-VI) to ensure details of any and all prior child abuse history be released to the CONTRACTOR. The CONTRACTOR shall submit the release of information form to their assigned monitor. Based on the information provided to the assigned monitor, the COUNTY shall make a determination on the suitability of the Resource Family's ability to provide care and supervision of LA County children/youth requiring out-of-home placement.

#### **10.4 Assessment Prior to the Placement of More Than Two Children in a Resource Family Home**

Prior to more than a total of two (2) children being placed in a Resource Family Home, the CONTRACTOR'S supervising social worker shall assess the placement to determine that the Resource Family: (1) are providing quality care for the currently placed children; (2) will be able to meet the needs of additional foster children; and (3) have at least 12 months of experience in caring for foster children.

The experience requirement in item (3) above may be less than 12 months to accommodate sibling groups or teenagers as long as all of the requirements in items (1) and (2) are met. This assessment shall be included in the Needs and Services Plan or other document in the child's file; the Resource Family's File and shall be readily accessible to the County Worker and/or audit staff.

The CONTRACTOR shall reassess a Resource Family Home with more than two children whenever there is a major event in the family (death, divorce, birth of another child, serious illness, etc.) or serious incident (as defined in Exhibit A-VII, Special Incident Reporting Guide for FFAs, Item #5) with the foster children that raises concerns about their care and supervision. The CONTRACTOR shall retain the reassessments, document any problems, and record how the problems were resolved.

#### **10.5 Monitoring Compliance of Continuing Requirements for Resource Families**

The CONTRACTOR shall monitor Resource Families to ensure they remain compliant as described in Title 22, Chapter 8.8 Foster Family Agencies, Article 9, Subchapter 1, Articles 3, 4, 6, and 7 for Specialized Resource Families, when applicable.

## 10.6 Annual Training Requirements for Resource Families

CONTRACTOR shall ensure Resource Families receive annual training as specified in Title 22, Chapter 8.8 Foster Family Agencies, Article 9, Subchapter 1, Section 88372.

CONTRACTOR shall ensure Resource Families receive specialized training, as relevant, for the purpose of preparing the Resource Family to meet the needs of a particular child in care.

The COUNTY reserves the right to designate up to 16 hours of training for approved Resource Families per year as determined by the COUNTY. These hours may be in addition to the standard training requirements.

The CONTRACTOR shall ensure a licensed health care professional periodically reviews, corrects, or updates training for Resource Families to administer emergency medical assistance and injections in accordance with HS 1507.25.

The CONTRACTOR shall ensure approved Specialized Resource Families receive training as indicated in Title 22, Chapter 8.8 Foster Family Agencies, Article 9, Subchapter 1, Sections 88487.16(c), 88565.1(b) and maintain records of training in accordance to Title 22, Chapter 8.8 Foster Family Agencies, Article 9, and Subchapter 1, Section 88566(a). Training records shall be made available upon request.

The CONTRACTOR shall provide specialized training for any emerging population(s) and or children/youth with unique treatment needs.

## 10.7 Recruitment and Retention of Resource Families

The CONTRACTOR shall use positive recruitment strategies of Resource Families by using best practices, while being culturally sensitive toward children and families by using a strength-based approach to recruitment.

Strategies for recruitment and retention can be found at <http://www.nrcdr.org/> and <https://www.childwelfare.gov/topics/permanency/recruiting/recruitment-tools/>

## 10.8 Whole Family Foster Homes (WFFH)

CONTRACTORS who choose to develop Whole Family Foster Homes (WFFH), must have a COUNTY and CCLD approved program providing services to the identified target population of teen parents and their children (teen/baby). CONTRACTOR must ensure the approved homes are specifically recruited and trained as WFFH. CONTRACTOR shall ensure

that caregivers are trained and approved as a WFFH through a COUNTY approved WFFH curriculum. COUNTY approved WFFH certification training is provided free of charge by the Community Colleges. You may find an online list of Community Colleges at the California Community Colleges Registry at: <https://www.ccregistry.org/jobs/miscellaneous/collegedirectory.aspx>

Upon completion of the training, the caregiver will receive a WFFH certification document to present to CONTRACTOR for placement in the Resource Family's file. Contractor shall submit copy of the WFFH certificate to the placing County Worker at the time of placement agreement for a parenting teen and their non-dependent child(ren), for appropriate coding and processing of a WFFH placement.

The contractor will ensure WFFH caregivers complete the required annual WFFH re-certification.

Payment to cover the costs of the care and supervision provided to foster teens and their non-dependent child(ren) placed in a WFFH will be higher than payment for FFA Homes that are not certified as WFFH. The infant supplement rate paid for a non-dependent child placed with the minor dependent parent in a WFFH will be increased to the equivalent of the County's basic AFDC-FC rate for the age of the child. Additionally, the infant supplement payment in a WFFH where the caregiver and the minor dependent parent have developed a Shared Responsibility Plan (SRP-Exhibit A-XVI) 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, a SRP must be developed for each child to obtain the additional infant supplement payment for each child.)

CONTRACTOR shall pass on to the certified foster parent the additional infant supplement payment to care for a nondependent child placed with the minor dependent parent in a certified home, where the certified foster parent and the minor dependent parent have a SRP.

### **10.9 Foster Care Search System (FCSS)**

The CONTRACTOR shall notify COUNTY of any and all updates and/or changes to the agency, vacancy information and placement homes, including when the Resource Family Home is certified or decertified. The CONTRACTOR shall report these updates/changes using the Foster Care Search System (FCSS). Notification of a Resource Family Approval Certification shall occur prior to placement. Notification of a Resource Family Approval decertification shall occur within 72 hours following the date of decertification and shall include the name of the resource parent(s), date of birth, social security number and reason for decertification. These notices shall be sent to the DCFS' Revenue Enhancement Division via email to



[DCFS\\_REUNIT@dcfs.lacounty.gov](mailto:DCFS_REUNIT@dcfs.lacounty.gov) or uploaded on the FCSS. Failure to provide this information to the COUNTY may result in a Do Not Refer Status being placed on the FFA. Furthermore, the agency must provide an LIC 9185 and LIC 05A or equivalent forms according to Title 22, Chapter 8.8 Foster Family Agencies, Article 9, Subchapter 1, Section 88331.8

The FCSS can be found at <https://fcss.dcfslacounty.gov/Login.aspx> to create an account and access instructional training videos on the use of FCSS.

The CONTRACTOR shall designate at minimum one staff per facility to update FCSS regularly to ensure information pertaining to the agency, caregiver preferences, population served, placement availability, certification and decertification is current and accurate.

### **10.10 Use of County-Approved Resource Families**

The CONTRACTOR may only use a county-approved resource family home in accordance to Title 22, Chapter 8.8, Foster Family Agencies, Article 9, Subchapter 1, Section 88235.

### **10.11 Utilization Report**

CONTRACTOR shall provide OHCMD the total number of Resource Family Homes (Approved and Decertified) and total number of bed vacancies on a monthly basis, by completing the monthly utilization reports (Exhibits A-XVIII and A-XIX). The CONTRACTOR shall submit the Monthly Utilization Report via e-mail at [DevO@dcfs.lacounty.gov](mailto:DevO@dcfs.lacounty.gov) no later than the 10<sup>th</sup> day of each month or next business day if the 10<sup>th</sup> falls on a holiday or the weekend, in accordance to Part I, Section 13 of the Unique Terms and Conditions.

## **11.0 MONITORING/OVERSIGHT OF RESOURCE FAMILIES AND OTHERS RESPONSIBLE FOR THE CARE AND SUPERVISION OF CHILDREN/YOUTH**

The CONTRACTOR shall monitor for compliance that Resource Families and others who supervise children meet all the requirements and perform all the duties specified in (1) Title 22, Chapter 8.8 Foster Family Agencies, Article 9, and Subchapter 1, articles 1-7; (2) Title 22, Division 6, Chapter 1, Sections 80065(d)(2), 80065(e), and 80065(g) through (m); (3) Division 6, Chapter 4, Sections 83064(b), 83065(b), 83065.1; 83066(d); and (4) Whole Family Foster Homes Welfare & Institutions Code, Section 16501.25 and Department of Social Services All County Letter No. 06-04, which can be found at <http://www.cdss.ca.gov/lettersnotices/entres/getinfo/acl06/pdf/06-04.pdf>. The CONTRACTOR shall document an inspection of each Resource Family Home for compliance with applicable Title 22 requirements at least every three months or



per the timelines and provisions of the approved **Plan of Operation and** Program Statement, if less than three months.

## **11.1 Extracurricular, Enrichment, Cultural, and Social Activities**

The CONTRACTOR shall ensure that Resource Families encourage, allow and provide children opportunities to participate in age and developmentally appropriate cultural, extracurricular, enrichment, and social activities in accordance with **Title 22, Chapter 8.8, Foster Family Agencies, Article 9, Subchapter 1, Section 88487.14,** and document in the Needs and Services Plan including: (1) group interaction activities, both at the Resource Family Home and in the community; (2) physical activities such as games, sports, and exercise, both at the Resource Family Home and in the community; (3) individual and family-oriented leisure time activities; (4) educational activities such as assistance with homework; (5) daily living skills activities such as bathing, dressing, grooming, manners, shopping, cooking, money management, and use of public transportation; and (6) **For a child age 16 or older or a nonminor dependent, a Resource Family shall provide access to information regarding available vocational and postsecondary educational options.** However, in accordance with Title 22, Division 6, Chapter 4, Section 83079(b), the child shall not be required to perform activities that interfere with school, training, treatment programs or family visits.

Resource Parents shall apply the Reasonable and Prudent Parent Standard as described and defined in **Chapter 8.8 Foster Family Agencies, Article 9, and Subchapter 1, Section 88201(r)(1),** when making decisions about allowing children's participation in age and developmentally appropriate cultural, extracurricular, enrichment, and social activities.

### **11.1.1 Culturally Appropriate Child-Centered Activities**

**The CONTRACTOR shall provide instruction to the Resource Family on developing cultural humility, competency and sensitivity and related best practices to provide adequate care for children across diverse ethnic and racial backgrounds, as well as children identifying as lesbian, gay, bisexual, or transgender and further develop ways to provide opportunities to encourage the development of the child's cultural awareness, ethnic, racial and sexual identity, thereby increasing self-esteem.**

**CONTRACTOR shall explore ways for Resource Families to develop cultural humility and help identify, promote and engage in supportive, culturally appropriate, child-centered practices that respect Native American history, culture, retention of tribal membership and connection to the tribal community and traditions for children.**

CONTRACTOR shall ensure Resource Parents encourage and allow children to participate in culturally appropriate, child-centered activities relevant to the child's ethnic, racial and sexual identity, which may also include recreational extracurricular activities such as dance, art, sports, music, entertainment, etc.

### **11.2 Required Visits by Social Work Staff with Child(ren) and Resource Families**

The CONTRACTOR's social work staff shall make weekly face-to-face contacts with the child(ren) during the first three months of placement. Two of the weekly contacts each month shall occur in the Resource Family Home. CONTRACTOR's social work staff shall make at minimum bi-weekly face-to-face contacts with the child and Resource Parents after the first three months, all of which shall occur in the Resource Family's Home.

The FFA social workers shall interview the child(ren) privately during each weekly visit regarding quality of life issues and shall document the results of these interviews.

The CONTRACTOR'S social work staff shall document each visit with the child(ren) and the Resource Family and include the following information at minimum: (1) name or initials of the person recording; (2) both the date recorded and the date of the visit; (3) problems reported by the child(ren); (4) problems reported by the Resource Family; and (5) how the reported problems are being resolved.

The CONTRACTOR's administrative staff and/or the FFA social worker shall conduct at a minimum two random unannounced visits per month to the Resource Family home and ensure documentation of all visits is maintained. The FFA social worker visits with the child(ren) shall not occur at the CONTRACTOR'S offices.

Visits made with the Resource Family and/or the child(ren) who attend trainings, meetings, or other business-related meetings are not to be considered as a visit with the child(ren) or Resource Family.

### **11.3 Supervision of Children**

The CONTRACTOR shall, in accordance with Title 22, Chapter 8.8 Foster Family Agencies, Article 9, Subchapter 1, Sections 88487.12, 88487.13, 88487.14, the Needs and Services Plan (as developed and modified by the CFT) and the Child Welfare Case Plan, Monitor for Compliance that Resource Families and caretakers will, to the best of their ability under the Prudent Parent Standard, know where children are at all times and are able to identify who is responsible for supervising the child(ren) at all times. The child(ren) may leave the Resource Family Home unaccompanied, if age

appropriate, for specific purposes in accordance with the Needs and Services Plan.

#### **11.4 Housing, Furniture, Housekeeping, and Home Environment for Health, Safety, Appropriateness, Maintenance, Cleanliness and Storage of Medication**

The CONTRACTOR shall monitor Resource Families for compliance in accordance to Chapter 8.8 Foster Family Agencies, Article 9, Subchapter 1, Sections 88331.2, 88347, 88487.1 through 88487.5, and 88587.1 for approved Specialized Resources Families; Title 22, Chapter 1, Sections 80087 and 80088, and Chapter 4, Sections 83087, 83087.1 through 83087.4, and 83088 for Specialized Resource Families.

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

#### **11.5 Second-Hand Smoke, Tobacco Products, Narcotics and/or Other Illegal Substances, and Alcoholic Beverages**

The CONTRACTOR shall monitor for compliance and ensure that: (1) children are not exposed to smoking, second-hand smoke, vaping and marijuana; (2) children under twenty-one (21) years of age are not permitted to use any tobacco, vaping, or marijuana products under any circumstances; and (3) children are not permitted to drink any alcoholic beverages or use any narcotics or illegal substances under any circumstances. The CONTRACTOR shall ensure adults in the Resource Family Home do not smoke tobacco products, marijuana, and/or vape in any room or enclosed space such as the garage, including when the children are not home. CONTRACTOR shall document the Resource Family's compliance with this section and take necessary corrective action to ensure compliance. "Second-hand smoke" and "Smoking" shall apply as defined in the Business and Professions Code sections 22950.5(c) and (d).

#### **11.6 Driver Licenses, Vehicle Safety, and Vehicle Equipment**

The CONTRACTOR shall monitor and maintain the necessary records to meet the transportation requirements of Title 22, Division 6, Chapter 1, Section 80074; Chapter 4, Section 83074; Chapter 8.8 Foster Family Agencies, Article 9, and Subchapter 1, Section 88487.10 and California Vehicle Code Sections 27360 and 27360.5.

The CONTRACTOR shall monitor and maintain records to verify that FFA Social Workers, Volunteers, Resource Families or any designated driver(s)

who transport children: (1) have and maintain a valid California driver's license with the California Department of Motor Vehicles; and (2) insure their vehicles, if used to transport the children, at or above the minimum bodily injury and property damage limits required by the State of California. Such records shall be made available upon request.

The CONTRACTOR shall maintain non-owned auto liability coverage for their social workers and other staff that use their vehicles to transport children in accordance with the **Contract, Part I, Section 5.0 General Insurance Requirements, and Section 6.0 Insurance Coverage Requirements.**

#### **11.7 Child's Allowance, Logs, Security, Use of Allowance, Earnings, and Other Income**

The CONTRACTOR shall abide by the requirements outlined in Title 22, Division 6, Chapter 1, Sections 80025, 80026 and adhere to their own **Plan of Operation** and Program Statement.

The CONTRACTOR shall monitor for compliance that Resource Families provide each child a base allowance appropriate to age and reasonably commensurate with peer group standards. The base amount shall not be less than the following amounts: **\$5.00 (5-7 years); \$10.00 (8-10 years); \$15.00 (11-13 years); \$20.00 (14-16 years); \$25.00 (17-20) per week, starting with the first full week of placement.** Allowances may be increased beyond the base amount according to CONTRACTOR's **Plan of Operation** and Program Statement. If a child is unable to handle money, the CONTRACTOR shall ensure Resource Parents provide the child with **assistance and** instruction on how to handle money. **Any unspent** money must be secured in a safe place until the child is able to handle money independently.

The CONTRACTOR shall monitor for compliance that the Resource Family maintains a log indicating the date, the amount of weekly monetary allowance the child receives, and the child's signature (when age appropriate) acknowledging receipt of the weekly monetary allowance.

The CONTRACTOR shall work with the Resource Families and the County Worker to mutually agree on a method of securing the child's income and monitoring the child's use of funds, including the establishment of a bank account where appropriate. Resource Families shall encourage children age fourteen (14) and older to save their earnings for emancipation.

The CONTRACTOR shall ensure Resource Parents do not substitute monetary allowances with non-monetary items such as clothing, food, and other items that the CONTRACTOR is required to provide.

The CONTRACTOR shall ensure Resource Parents do not require a child to use his/her allowance or earnings to purchase items the Resource Parents or the CONTRACTOR are required to provide. These items include: (1) clothing; (2) personal care/hygiene items; (3) activities; (4) diapers, baby clothes, babysitter, etc., for child(ren) placed with a minor parent if the CONTRACTOR receives infant supplement money; (5) school supplies; and (6) snacks and meals.

The child's allowance, earnings, or other income may be applied toward special clothing items, tools, and other personal property above the basic services to be provided by the CONTRACTOR herein. Beyond supervision of spending for appropriateness, age, safety, and health, the CONTRACTOR shall ensure that Resource Families permit the child to spend his/her allowance, earnings, and other income in accordance with the Needs and Services Plan and as the child desires.

The weekly monetary allowances shall not be withheld from the child by the CONTRACTOR.

### **11.8 Monetary Consequences**

The CONTRACTOR shall ensure that a child's cash resources are not taken in the form of fines unless the following requirements are met: (1) All fines levied shall be recorded and explained in the child's file, including the amount of the fine and the reason for the fine; (2) Such fines shall be maintained in an account separate from the personal or business accounts of the licensee or facility; (3) Records shall be maintained accounting for any interest earned and expenditures from the account. (4) All fines collected shall be used for the benefit of the individual child or all children in placement; and (5) The circumstances under which fines are to be imposed shall be specified in writing.

Resource Families may apply monetary consequences but not in conflict with the child's personal rights as indicated in Chapter 8.8 Foster Family Agencies, Article 9, and Subchapter 1, Section 88487.8. Independent Living Program (ILP) incentive money is considered "income" to the child and shall not be withheld from the child by the CONTRACTOR or Resource Parents.

Portions of a child's allowance may be withheld through a fining system that has been previously approved by the licensing agency's Plan of Operation and Program Statement. Such records shall be made available upon request. When the child leaves the facility, monies accumulated in the child's account must be released to the child as the child's property.

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

## 11.9 Chores

The CONTRACTOR shall ensure Resource Families assign children and supervise performance of chores with consideration to child's age and maturity and as they may apply within the context of a family setting. CONTRACTOR shall ensure Resource Families adequately apply the Reasonable and Prudent Parent Standard, as specified in Chapter 8.8 Foster Family Agencies, Article 9, and Subchapter 1, Section 88487.12, in determining if it is age or developmentally appropriate for a child to have access to electric appliances, equipment, use of disinfectants and cleaning solutions for use in performing household chores.

## 11.10 Balanced Diet, Snacks, Special Diets, and Physical Activity

The CONTRACTOR shall ensure that Resource Families provide a balanced diet in sufficient quantities as defined in Title 22, Division 6, Chapter 1, Section 80076; Chapter 4, Section 83076; and Chapter 8.8 Foster Family Agencies, Article 9, and Subchapter 1, 88487.11. A variety of nutritious meals, snacks, and beverages shall be made reasonably available unless specified in the Needs and Services Plan. Any special dietary needs shall be documented in the child's Needs and Services Plan as recommended by the child's physician or nutritionist. The CONTRACTOR shall inform the County Worker when special dietary needs arise due to medical problems/conditions. The quantity and quality of food available to household members shall be equally available to placed children.

The CONTRACTOR shall ensure Resource Families use the most current age-appropriate nutritional and physical activity guidelines as recommended by the Centers for Disease Control, Division of Nutrition, Physical Activity, Obesity at <https://www.cdc.gov/nccdphp/dnpao/> and the American Academy of Pediatrics at <https://www.healthychildren.org/English/Pages/default.aspx>. CONTRACTOR shall include monitoring processes to ensure compliance with these guidelines.

The CONTRACTOR shall monitor for Compliance with Title 22, Section 80076, for food storage, food preparation, and sanitation procedures to prevent transmission of infectious illnesses. The CONTRACTOR shall monitor for compliance that Resource Families do not serve frozen or powdered milk for drinking.

## 11.11 Clothing Allowance, Standards, Inventories, Selection, Personal Belongings and Monitoring

The CONTRACTOR shall monitor to verify that Resource Families provide a regular monthly clothing allocation starting not more than 30 days following the date of placement in the amount of at least \$85 to be spent on clothing. Donated clothing may supplement but not replace the \$85.

The CONTRACTOR shall ensure that each child has the amount of clothing listed within the timeframes stated in the DCFS Clothing Standard available (Exhibit A-XX) at [http://policy.dcfslacounty.gov/Default.htm#Clothing\\_Allowances.htm#Initial](http://policy.dcfslacounty.gov/Default.htm#Clothing_Allowances.htm#Initial).

The CONTRACTOR shall maintain a written inventory of each child's clothing. The CONTRACTOR shall update clothing inventories at least every six (6) months.

After reaching the Clothing Standard, the child may decide to carry over any accrued amount of clothing allowance for use in the following months and can be spent on clothing, shoes and accessories. If an expensive item(s) is desired that is not within the child's clothing allowance budget, the child may purchase the desired item(s) voluntarily using their own funds. Any amount not spent must be deposited in the child's account and shall accompany the child when the child's placement is terminated.

Clothing shall fit according to industry size charts and shall never be too small or more than two sizes larger than actual measurements indicate. The clothing shall also be clean, in good condition, and appropriate for the intended use and season, including the school dress code. The CONTRACTOR shall not provide used/second hand underwear or shoes. The CONTRACTOR may use donations of new clothing to meet the DCFS Clothing Standard (See form DCFS 2281-Exhibit A-XX) available at [http://policy.dcfslacounty.gov/Default.htm#Clothing\\_Allowances.htm#Initial](http://policy.dcfslacounty.gov/Default.htm#Clothing_Allowances.htm#Initial). The child shall be involved in the selection of clothing based on the developmental level and gender expression the child. The clothing is the property of the child and shall be retained by the child or the child's representative upon termination of placement. The CONTRACTOR shall ensure the Resource Family provides for laundry, dry cleaning, and mending of clothing in accordance with the Program Statement.

#### **11.11.1 Special Clothing Needs**

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

#### **11.11.2 Clothing Storage and Security**

The CONTRACTOR shall ensure that the Resource Family provides in each bedroom portable or permanent closets and drawer space to accommodate the child's clothing and personal belongings. The COUNTY understands that clothing may



disappear and clothing security is not entirely within the CONTRACTOR'S control. All losses shall be documented as part of the clothing inventory, including a brief description of the circumstances involved. The CONTRACTOR shall report two or more instances of clothing loss in a six-month period to the County Worker.

#### **11.11.3 Collection and Storage of Personal Belongings at Termination of Placement**

When the child is discharged, the CONTRACTOR shall ensure that the child's clothing accompanies the child to the next placement. The child's clothing and personal belongings shall be neatly packed in adequate luggage and/or duffel bags that are in good or fair condition. Under no condition should the child's belongings be placed in anything less than a suitcase or duffel bag. The CONTRACTOR shall ensure that the Resource Family does not pack the child's clothing and personal belongings in trash bags. If the child runs away, the CONTRACTOR shall ensure that the Resource Family collect all personal belongings, alert the County Worker that they are at the home, and, if the County Worker does not collect the belongings, store them for up to 10 calendar Days. After 10 Days, the CONTRACTOR shall contact and inform the County Worker that the personal belongings will be mailed to the COUNTY at the COUNTY'S expense unless an alternate plan is agreed upon.

#### **11.11.4 Personal Care Items**

The CONTRACTOR shall ensure that Resource Families: (1) supply each child, initially and replace as needed, with new personal hygiene and personal care items. These shall include the child's own toothbrush, toothpaste, comb and other hair-care items, shampoo, soap, deodorant, sanitary napkins, etc.; (2) offer choice among brands as long as the cost is reasonable; (3) give consideration to specific cultural and ethnic needs; (4) provide specific brands necessary for health reasons; and (5) monitor the use of all products in aerosol or glass containers to ensure safe use.

#### **11.12 Supply, Cleanliness, and Condition of Linens, Blankets, Window Treatments, etc.**

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



### **11.13 Life Book/Photo Album**

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

### **11.14 Health and Medical Requirements**

The CONTRACTOR shall ensure that the necessary medical, dental, and psychiatric needs of the child are met in accordance with the Child Health Disability Prevention (CHDP) Program found at <http://www.lapublichealth.org/cms/CHDP.htm>, the Medi-Cal program, and Title 22, Division 6, Chapter 1, Section 80075, Chapter 4, Section 83075 and Chapter 8.8 Foster Family Agencies, Article 9, Subchapter 1, Sections 88487.15, 88565.1, 88569.1 and 88572.2.

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

### **11.15 Immunizations and Routine Health Care**

The CONTRACTOR shall monitor the immunization and routine health care status of all children and shall accurately reflect this information in the child's medical records folder or health portion of the Health and Education Passport (HEP) or equivalent when provided by COUNTY.

### **11.16 Reimbursement for Medical, Dental, and Psychiatric Costs**

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

For any services not eligible for Medi-Cal reimbursement and not covered by private insurance, the CONTRACTOR shall, to the extent feasible, obtain medical, dental, or psychiatric care services for the child through a COUNTY or COUNTY contracted facility.

For any non-emergency services not eligible for Medi-Cal reimbursement, not covered by private insurance, and not obtainable at a COUNTY or COUNTY contract facility, the CONTRACTOR must request, by email or facsimile, prior written approval from the County Worker or the County Worker's supervisor. If the County Worker does not respond to CONTRACTOR'S written request within three (3) business days,

CONTRACTOR shall attempt to contact the County Worker's supervisor. CONTRACTOR shall maintain written documentation of attempts to obtain said written approval.

The CONTRACTOR shall, to the extent possible, utilize a Child Health Disability Prevention (CHDP) provider doctor/dentist, who does CHDP equivalent exams and performs the initial medical/dental assessment, care, and follow through. CONTRACTOR shall follow Medical/Dental Exams Periodicity Schedule for children which can be found at: [https://www.aap.org/en-us/Documents/periodicity\\_schedule.pdf](https://www.aap.org/en-us/Documents/periodicity_schedule.pdf)

If CONTRACTOR needs assistance in locating a CHDP provider doctor/dentist, CONTRACTOR may (1) log onto the web site of the Los Angeles County Department of Public Health at <http://www.lapublichealth.org/cms/CHDP.htm>, (2) contact the child's County Worker, (3) contact a COUNTY Public Health Nurse, or (4) contact the DCFS Medical Director's Office at (213) 351-5614.

#### **11.17 Plans for Emergency Medical, Dental, and Psychiatric Treatment**

The CONTRACTOR shall ensure that Resource Foster Parents have plans for emergency medical, dental and psychiatric treatment for children. Each Resource Family shall be trained in the procedures to activate such plans prior to receiving a Resource Family Approval Certificate.

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

##### **11.17.1 Readmission of a Child after a medical or psychiatric hospitalization**

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

#### **11.18 Physical/Dental Exams, Medical/Dental Care, and Medical/Dental Instructions Prior to Emancipation**

To the extent reimbursed by Medi-Cal or private insurance or otherwise reimbursed by the COUNTY, the CONTRACTOR shall ensure that each child receives routine physical and dental exams, any needed medical or dental care, and information and instructions on any ongoing medical or

dental treatment or medications needed within a three-month period prior to Emancipation.

### **11.19 Medications**

The CONTRACTOR shall ensure that Resource Parents record the date and time of all prescription and non-prescription medication administered to the child.

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

### **11.20 Psychiatric Care and Mental Health Evaluations by Department of Mental Health (DMH) Approved Providers**

The CONTRACTOR shall ensure that the mental health, psychological and psychiatric needs of the child are met in accordance with the Local Mental Health Plan (DMH), the CHDP program, the Medi-Cal program, and as described in Chapter 8.8 Foster Family Agencies, Article 9, and Subchapter 1, Section 88278.1 and the Core Services Matrix for Foster Family Agencies, which can be found at [http://www.cdss.ca.gov/cdssweb/entres/pdf/CCR/FFA\\_CoreServicesMatrix.pdf](http://www.cdss.ca.gov/cdssweb/entres/pdf/CCR/FFA_CoreServicesMatrix.pdf), to the extent that funding and services are available.

The CONTRACTOR shall: (1) take all necessary steps to ensure that any child in its care with a known history of mental health, psychological and/or psychiatric problems (including hospitalizations) receives a clinical evaluation, provided that such evaluation is authorized by DMH, conducted by a licensed mental health professional; and (2) submit to the County Worker the written results of such tests when obtained by the CONTRACTOR.

The CONTRACTOR shall ensure all documentation for the child's mental health, psychological and/or psychiatric evaluations, including hospitalizations shall be maintained in the child's file as described in Chapter 8.8 Foster Family Agencies, Article 9, and Subchapter 1, Sections 88270 and 88270.1.

## 11.21 Psychological, Psychiatric Treatment and Psychotropic Medication

The CONTRACTOR shall ensure children on psychotropic medication have a psychiatric/psychological assessment within 30 days of admission, provided that such assessment is authorized by the DMH, indicating the child's diagnosis, need for treatment, prognosis, and possible side effects of the medication and submit the related documentation, when in possession, to the County Worker. The CONTRACTOR shall arrange for the child to receive monthly evaluations by the prescribing physician unless otherwise documented by the physician.

CONTRACTOR shall provide as needed services of a psychologist for psychological testing and treatment and a Physician or Psychiatrist to prescribe and monitor psychotropic medications in accordance with Chapter 8.8 Foster Family Agencies, Article 9, and Subchapter 1, Section 88278.1 and 88289.1. The CONTRACTOR shall also arrange any additional specialty mental health services as needed or as identified by the child's CFT and the child's Needs and Services Plan in accordance with Chapter 8.8 Foster Family Agencies, Article 9, and Subchapter 1, Section 88268.2, 88278.1, and 88289.1.

### 11.21.1 Assessment, Continuing Evaluation, and the Required Court Authorizations on Psychotropic Medication

State of California law and the Los Angeles Superior Court have provided specific guidelines and limitations regarding a physician's provision of psychotropic medication to a child who is a dependent of the Los Angeles Juvenile Court and under the supervision of DCFS or Probation. These guidelines and Rules of Court were recently updated by [SB 238](#) and [SB 319](#). As a result, four (4) existing forms were revised, and five (5) new forms were introduced effective July 1, 2016. In addition, in accordance with the Superior Court of California, County of Los Angeles, Central District, Juvenile Division's Blanket Order dated July 27, 2016, any prescribing physician that submits an application for psychotropic medication authorization (JV-220A, JV-220B) for a foster child/youth in placement, seeking an order pursuant to WIC 369.5, shall be credentialed by the Los Angeles County Department of Mental Health. A summary of Psychotropic Authorization Forms and instructions for completion can be found at [http://policy.dcms.lacounty.gov/Default.htm#Psychotropic\\_Meds.htm?Highlight=psychotropic](http://policy.dcms.lacounty.gov/Default.htm#Psychotropic_Meds.htm?Highlight=psychotropic).

For each psychotropic medication prescribed to a child, the CONTRACTOR, in conjunction with the County Worker, shall monitor to ensure that: (1) the prescribing physician submits a request and obtains court authorization; and (2) these

requests and orders are renewed every six (6) months (see JV-220 forms available at <http://www.courts.ca.gov/formnumber.htm>) or as indicated at [http://policy.dcfslacounty.gov/Default.htm#Psychotropic\\_Meds.htm?Highlight=psychotropic](http://policy.dcfslacounty.gov/Default.htm#Psychotropic_Meds.htm?Highlight=psychotropic). Upon receipt from the County Worker or physician, the CONTRACTOR shall maintain copies of the court authorizations in the child's case record.

CONTRACTOR shall follow COUNTY Policy as it relates to the Resource Parents as prescribed in DCFS Policy # 0600-514.10, which is available at: [http://policy.dcfslacounty.gov/Default.htm#Psychotropic\\_Meds.htm?Highlight=psychotropic](http://policy.dcfslacounty.gov/Default.htm#Psychotropic_Meds.htm?Highlight=psychotropic).

#### **11.21.2 Resource Family's feedback on the effects of Psychotropic Medication on a child**

The CONTRACTOR shall educate and assist the Resource Family and children/youth regarding Psychotropic Medication use and document any pertinent observations of symptoms etc. for the completion and submission of court forms JV 218 and JV 219. CONTRACTOR shall ensure the forms are submitted as instructed in order to ensure timely receipt for the child's hearing as instructed at [http://policy.dcfslacounty.gov/Default.htm#Psychotropic\\_Meds.htm?Highlight=psychotropic](http://policy.dcfslacounty.gov/Default.htm#Psychotropic_Meds.htm?Highlight=psychotropic).

#### **11.21.3 Medications and Court Authorizations at Replacement**

At the time of a child's replacement, the CONTRACTOR shall give any medications and court authorizations for the administration of psychotropic drugs to the County Worker. If the medications and court authorizations are not available at the time of replacement outside the agency, CONTRACTOR shall send them to the County Worker within 24 hours of the replacement.

#### **11.22 Maintenance of the Health Portion of the Health and Education Passport**

The Health and Education Passport (HEP) consists of: (1) instructions on page 1; (2) medical and dental information in Section 1; (3) educational information in Section 2; and (4) placement documentation in Section 3.

The County Worker will provide CONTRACTOR with all medical information and reports in their possession to be contained in the child's HEP or the equivalent at the time of placement subject to confidentiality law restrictions. The CONTRACTOR shall update the Health Portion of the child's HEP during the course of treatment by following the instructions on page 1. This includes the mental health, dental, and health information regarding: (1) providers' names and addresses; (2) all mental health, dental, and health problems identified and services provided, visits, and testing; (3) hospitalizations; (4) immunizations; (5) allergies; (6) current medications; and (7) any other relevant mental health, dental, and health information. The doctor or his staff must record medical and dental information such as immunizations given, medical diagnoses, and prescribed medication (For the Education Portion of the HEP or the equivalent see Section 11.24.8 below).

The County Worker shall provide the HEP or the equivalent within thirty (30) Days of initial placement of a child in foster care. If the child has already been placed elsewhere and is moved to CONTRACTOR'S facility, the HEP or the equivalent is to be provided within 48 hours of placement. If the HEP or the equivalent is not provided within the required timeframe, the CONTRACTOR shall: (1) initiate the HEP or the equivalent information as described in WIC Section 16010, which can be found at [http://leginfo.legislature.ca.gov/faces/codes\\_displaySection.xhtml?sectionNum=16010.&lawCode=WIC](http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=16010.&lawCode=WIC) and (2) immediately report lack of receipt of the HEP to and request it from DCFS Regional Administrator via e-mail. The CONTRACTOR shall not be held responsible in an audit or monitoring review for failure to have documents that were in existence at the time of placement but were not provided to the CONTRACTOR by the COUNTY.

The CONTRACTOR shall provide the updated HEP or the equivalent to the County Worker at the time the child departs from the CONTRACTOR'S program or provide the HEP or the equivalent within forty-eight (48) hours to the County Worker or the Duty County Worker if the assigned County Worker is not present at the time of the child's departure. The CONTRACTOR shall update and be responsible for the HEP or the equivalent information only during the course of the placement.

The CONTRACTOR shall provide the Resource Parents with copies of updated relevant records when received from COUNTY for inclusion in the HEP or the equivalent.

The CONTRACTOR shall ensure that all records for children are current and accessible 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.

### **11.23 Grooming and Hygiene**

The CONTRACTOR shall ensure that Resource Foster Parents provide children age-appropriate instructions in proper grooming and personal hygiene.

### **11.24 Educational Requirements**

#### **11.24.1 Stable School Placements**

The CONTRACTOR shall comply with WIC Section 6501.1(d) (1), (d)(4), and (g)(8)(B), which can be found at [http://leginfo.legislature.ca.gov/faces/codes\\_displaySection.xhtml?lawCode=WIC&sectionNum=16501.1](http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=WIC&sectionNum=16501.1).

The CONTRACTOR shall also comply with Education Code Section 48850(a), which can be found at [http://leginfo.legislature.ca.gov/faces/codes\\_displaySection.xhtml?sectionNum=48850.&lawCode=EDC](http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=48850.&lawCode=EDC).

#### **11.24.2 Right of Children to Remain in School of Origin**

The CONTRACTOR in collaboration with the CFT shall make every effort to maintain children in their school of origin (SOO) until court jurisdiction terminates. If court jurisdiction ends during an academic year and the child is in K – 8<sup>th</sup> grade, the right to remain in their SOO lasts through the end of that academic year. If court jurisdiction ends while the youth is in high school, the right to remain in their SOO lasts through graduation in compliance with Education Code (EDC) Section 48853.5, which can be found at [http://leginfo.legislature.ca.gov/faces/codes\\_displaySection.xhtml?sectionNum=48853.5.&lawCode=EDC](http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=48853.5.&lawCode=EDC), and states in part, “At the initial detention or placement, or any subsequent change in placement of a foster child, the local educational agency serving the foster child shall allow the foster child to continue his or her education in the school of origin for the duration of the jurisdiction of the court.”



**11.24.3 Immediate Enrollment of Children in School**

Contractor shall ensure Resource Parents enroll children in school immediately in accordance with EDC Section 48853.5(e)(8)(B), which can be found at, [http://leginfo.legislature.ca.gov/faces/codes\\_displaySection.xhtml?sectionNum=48853.5.&lawCode=EDC](http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=48853.5.&lawCode=EDC).

**11.24.4 Resource Foster Parents' Participation in Child's School Program**

The CONTRACTOR shall ensure that the Resource Parent(s) are: (1) representing the child at parent meetings, open houses, etc.; (2) working with the child's teachers and academic counselor to monitor educational progress, attendance, development, educational level, behavior, assessment of strengths and weaknesses, and the overall academic achievement; (3) encouraging and assisting the child to participate in school activities; and (4) arranging appropriate transportation to and from school as indicated in Chapter 8.8 Foster Family Agencies, Articles 9, and Subchapter 1, Section 88487.10.

**11.24.5 Daily Homework and Cognitive/Developmental Stimulation**

The CONTRACTOR shall ensure that Resource Parents engage the child in age and developmentally appropriate activities. These may include computer access time, tutoring, homework assistance, visits to the library or museums, reading, arts, crafts, music, dramas, extracurricular activities and other educational enrichment.

**11.24.6 Tutoring**

The CONTRACTOR shall arrange for tutoring to improve the child's basic skills to the extent that these services are available and are specified in the Needs and Services Plan. The CONTRACTOR is not obligated to pay for items covered by public funds.

**11.24.7 Educational Information**

The CONTRACTOR shall document in the Needs and Services Plan and report to the County Worker the following information: (1) child's attendance; (2) child's academic and extra-curricular achievements; (3) issues of concern related to school matters; (4) child's behavior; (5) school officials'



concerns about the child's health; (6) suspension or discipline of the child; (7) academic credits; and (8) strengths of the child.

#### **11.24.8 Maintenance of the Education Portion of the Health and Education Passport (HEP)**

The HEP or the equivalent consists of: (1) instructions on page 1; (2) medical and dental information in Section 1; (3) educational information in Section 2; and (4) placement documentation in Section 3.

The County Worker will provide CONTRACTOR with all educational information and reports in their possession to be contained in the child's HEP or the equivalent at the time of placement subject to confidentiality law restrictions.

The County Worker shall provide the HEP or the equivalent within thirty (30) Days of initial placement of a child. If the child has already been placed elsewhere and is moved to the CONTRACTOR's facility, the HEP or the equivalent is to be provided within 48 hours of placement. If the HEP or the equivalent is not provided within the required timeframe, the CONTRACTOR shall: (1) initiate the HEP or the equivalent information in accordance to, WIC Section 16010, which can be found at [http://leginfo.legislature.ca.gov/faces/codes\\_displaySection.xhtml?sectionNum=16010.&lawCode=WIC](http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=16010.&lawCode=WIC); and (2) immediately report lack of receipt of the binder to and request it from DCFS Regional Administrator via e-mail. The CONTRACTOR shall not be held responsible in an audit or monitoring review for failure to have documents that were in existence at the time of placement but were not provided to the CONTRACTOR by the COUNTY.

The CONTRACTOR shall provide the updated HEP or the equivalent to the County Worker at the time the child departs from the CONTRACTOR's program or provide the HEP or the equivalent within forty-eight (48) hours to the COUNTY's office supervisor or on-duty County Worker if the County Worker is not present at the time of the child's departure. The CONTRACTOR shall update and be responsible for the HEP or the equivalent information only during the course of the placement.

The CONTRACTOR shall provide the Resource Parents with copies of updated relevant educational records when received

from the County Worker for inclusion in the HEP or the equivalent.

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

**11.24.9 School Photos, Uniforms, Proms, Graduations, etc.**

The CONTRACTOR shall ensure that each child receives school photos and uniforms when appropriate. The CONTRACTOR shall ensure that each child is given the opportunity to attend his/her prom(s) and graduation(s).

**11.25 Career/Workforce Readiness Requirements**

**11.25.1 The Transition Independent Living Program (TILP)**

The CONTRACTOR shall participate with the County Worker in the development of a Transitional Independent Living Plan (TILP) for each youth 14 years or older and should receive an updated, signed TILP for any youth every 6 months after the initial TILP is received. The CONTRACTOR shall have a copy of the TILP from the County Worker on file. The CONTRACTOR and Resource Parents co-operate with the County Worker to implement the youth's TILP as appropriate.

**11.25.2 Cooperation with the COUNTY's Youth Development Services (YDS)**

The CONTRACTOR shall ensure that Resource Parents facilitate participation by youth ages 14 years and older in the COUNTY's YDS.

**11.25.3 Participation in the COUNTY's YDS Independent Living Program (ILP)**

The CONTRACTOR shall ensure that Resource Parents facilitate participation by youth, ages 16 and older, in the COUNTY's YDS ILP, including plans for NMDs and emancipating youth, including career/vocational training, work experience, and higher education opportunities.

The CONTRACTOR shall not keep youth from attending career/vocational training programs or working on the job as a form of discipline.

#### 11.25.4 Independent Living Skills

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

#### 11.26 Transportation Services

No child shall miss going to school, court, therapeutic or medical appointments because the CONTRACTOR does not provide or arrange transportation. The CONTRACTOR shall arrange transportation to activities as agreed with the COUNTY and as identified in the Needs and Services Plan. These activities may include school, ILP activities, teen clubs, place of child's employment, adoption-related events, visits with the family/relatives and prospective adoptive families, job training, cultural, extra-curricular and recreational activities, therapy, medical/dental appointments, religious service of the child or family's preference, sibling visits, etc. This can include teaching the child to take public transportation, and arranging transportation with other care providers or outreach advisors, ILP coordinators, County Workers, etc. The CONTRACTOR shall additionally provide transportation and transportation expenses as outlined in Exhibit B, the CONTRACTOR's Plan of Operation and Program Statement.

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

### 12.0 REPORTING

#### 12.1 Special Incident via the I-Track System

In addition to the reporting requirements in the Reporting Requirements as described in Chapter 8.8 Foster Family Agencies, Articles 9, and Subchapter 1, Section 88361, the CONTRACTOR shall also notify the COUNTY of all reportable incidents via the I-Track web-based system at <https://itrack.dcfslacounty.gov>. For Probation youths, the CONTRACTOR shall also report incidents by telephone to the Placement Administrative Services' (PAS) Officer of the Day (OD). Failure to report via the I-Track system may result in further action as described in Exhibit N, Non-Compliance Remedies and Procedures.

All CONTRACTOR employees are mandated reporters of child abuse and neglect per Penal Code, Section 11165.7(a)(14):

[http://leginfo.legislature.ca.gov/faces/codes\\_displaySection.xhtml?lawCode=PEN&sectionNum=11165.7](http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=PEN&sectionNum=11165.7). Child abuse and neglect in out-of-home care are defined in Section 11165.5:

[http://leginfo.legislature.ca.gov/faces/codes\\_displaySection.xhtml?lawCode=PEN&sectionNum=11165.5](http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=PEN&sectionNum=11165.5).

## 12.2 Runaway Procedures

The CONTRACTOR shall try to locate a runaway child by:

### 12.2.1 Immediately calling the COUNTY

CONTRACTOR shall ensure that Resource Parents, as soon as it is discovered that a child has run away, must call the County Worker or their supervisor. If after hours or on the weekend, or, unable to reach the County Worker or their supervisor, Resource Parents must call the **DCFS Child Protection Hotline at 1-800-540-4000**. For Probation youth, Resource Parents must call the Placement Administrative Services AWOL OD. Any assistance you can provide to the County Worker about neighbors, friends of the child, school officials and family members would be helpful in gathering more information.

COUNTY staff will need as much detailed information as can be provided. For instance: Who did the child leave the home with? Did someone pick up the child or did they leave on foot? Which direction did the child go in? Was there a parent, relative or friend involved? What was the child's state of mind – angry, depressed? What was the child wearing?

For child(ren)/youth with a history of or at risk of Commercial Sexual Exploitation (CSEC) the CONTRACTOR shall ensure Resource Parents document and report to the County Worker any of the following:

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

Additionally, Resource Parents shall document and indicate if the child/youth fits any of the following descriptions:

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

Immediately call law enforcement and file a Missing Persons' Report. Have the phone number to nearest law enforcement agency on hand. Law enforcement will need a physical description of the child and any distinguishing physical characteristics. Photographs may be released to law enforcement only in an effort to expedite the location of affected children. Identifying information for law enforcement shall only include a photograph of the child, description of clothing when last seen, date of birth, last location of the child, and any distinguishing marks or tattoos. The CONTRACTOR shall ensure that information given to law enforcement including photographs, personal identifying information which may include the child's social security number, shall not be posted in any communities and document this discussion with law enforcement in the submitted Special Incident Report (SIR) via I-Track.

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

Within 72 hours, the Missing Person's Report and reporting number must be sent to the County Worker. An ITrack Special Incident Report must be completed and cross report to Community Care Licensing, DCFS Out-of-Home Care Management Division - Quality Assurance Division, Runaway Outreach Unit, Probation Placement Administrative Services' AWOL OD and to the County Worker. Time and date the child was last seen and any significant details leading up to the incident must be included in the SIR and cross reports.

The CONTRACTOR shall additionally follow CDSS' All County Information Notice (ACIN) I-13-17, "Promising Practices for Youth Who Are Missing or Run Away From Foster Care", which can be found at, [http://www.cdss.ca.gov/Portals/9/ACIN/2017/I-13\\_17.pdf?ver=2017-05-01-151257-900](http://www.cdss.ca.gov/Portals/9/ACIN/2017/I-13_17.pdf?ver=2017-05-01-151257-900). In collaboration with the County Worker, the CONTRACTOR shall ensure the Substitute Care Provider Incident Report, the Special Incident Report-Runaway Addendum, the Safety Support Plan, and Missing/Runaway Youth De-briefing Form are completed accordingly and as stated on the ACIN I-13-17.

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

**Important numbers to have on hand:**

CSW

CSWs' supervisor

Child Protection Hotline: (800) 540-4000

Runaway Outreach Unit: (213) 765-7310

Probation Placement Administrative Services AWOL OD (323) 730-4466

Probation Group Home Monitoring Officer of the Day (323) 537-6297

Closest law enforcement agency

### 13.0 PROGRAM COMPLIANCE AND QUALITY ASSURANCE

The CONTRACTOR hereby agrees to participate in the collection and reporting of outcome data related to child safety, well-being, and permanency. The CONTRACTOR shall provide a monthly report to DCFS Out-of-Home Care Management Division - **Quality Assurance Section**, 9320 Telstar Avenue, Room 216, El Monte, CA 91731, which shall reflect (1) the number of child abuse/neglect referrals and/or allegations which have been made regarding each Resource Family, Resource Family Home, and CONTRACTOR during the previous month; and (2) as to each child placed with CONTRACTOR, the number of changes in placement which have occurred with regard to that child, since initial placement with CONTRACTOR.

The CONTRACTOR shall develop and implement a continuous quality improvement plan in accordance with Chapter 8.8 Foster Family Agencies, Article 9, and Subchapter 1, Section 88263, which shall include internal controls and monitoring that comply with this Contract and the Office of Management and Budget (OMB) Super-Circular.

Each incident of substantiated abuse or neglect that occurs under CONTRACTOR'S supervision must be reported via the I-Track web-based system at <https://itrack.dcfslacounty.gov> as stated in this Statement of Work, Section 12.0.

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

Throughout the term of this contract, the COUNTY will monitor the CONTRACTOR'S performance. Any failure by the CONTRACTOR to comply with the terms of this contract, including any failure to meet or exceed the performance targets described on each Performance Outcome Summary which follows, may result in COUNTY's termination of the whole or any part of the contract, and/or placement of the CONTRACTOR on "Hold", "Do Not Refer" (DNR), or "Do Not Use" (DNU) Status or any other remedy specified in the Contract and as described in Exhibit N, Non-Compliance Remedies and Procedures.

### **13.1 Evidence-Based Practices**

CONTRACTORS shall employ Evidence-Based Policy and Practices (EBPP) programs whenever possible in an effort to increase achievement of the COUNTY's Performance Outcome Goals as described in Exhibits A-XVI, A-XVII and A-XVIII.

## **14.0 CHILDREN'S CASE RECORDS**

The CONTRACTOR shall ensure that Resource Parents maintain, in a secure location (inaccessible to children), all documents as set forth in Title 22 Division 6, Chapter 1, Section 80070; Title 22, Division 6, Chapter 4, Section 83070 and 83070.1; Title 22, Division 6, Chapter 8.8, Section 88070 and 88070.1; and Chapter 8.8 Foster Family Agencies, Article 9, and Subchapter 1, Sections 88270 and 88270.1, as applicable.

CONTRACTOR shall maintain the child's case records in accordance to Part I, Section 9 of the Unique Terms and Conditions.

## **15.0 PROGRAM CHANGES**

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

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

CONTRACTOR shall coordinate with OHCMD staff to submit any changes via electronic submission through the web based electronic Program Statement

Submission System (ePSSS), which can be accessed at:  
<https://myapps.dcfslacounty.gov/epsss.html>.

## PART C – PROGRAM SERVICES

### 16.0 CHILD AND FAMILY TEAM

An effective Child and Family Team (CFT) process will decrease the length of time to achieve permanency through the strengthening of family engagement and cross-agency networks of services and supports.

The Child and Family Team process is aligned with the values of the County of Los Angeles Shared Core Practice Model (CPM), which can be found at <http://lakids.dcfslacounty.gov/dcfslacounty/cpm/documents/Los%20Angeles%20County%20Shared%20Child%20Welfare-Mental%20Health%20Core%20Practice%20Model.pdf>. The shared values of both the CPM and the CFT process are the family-centered approach used to identify: (1) The family's strengths and underlying needs; (2) Collaborative case planning; (3) Decision making; (4) The consideration of the long-term success of the family.

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

An effective CFT continues the process of engagement with the family, child and/or youth, NMD, and/or caregivers, and provides a process for transparent communication to ensure that services are well coordinated in collaboration with service providers.

CONTRACTOR shall ensure participation in the CFT by the Resource Families and any other staff identified by the CONTRACTOR.

The CONTRACTOR shall refer to COUNTY's policy on CFT for further details, which can be accessed at:  
[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).

CONTRACTOR shall additionally follow the CFT guidelines as described in Welfare and Institutions Code section 16501(a)(4) found at [http://leginfo.legislature.ca.gov/faces/codes\\_displaySection.xhtml?sectionNum=16501.&lawCode=WIC](http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=16501.&lawCode=WIC) and as described in the joint letter issued by the Department of Health Care Services (DHCS) CDSS All County Letter (ACL) No. 16-84, which can be found at <http://www.cdss.ca.gov/lettersnotices/EntRes/getinfo/acl/2016/16-84.pdf>.



## 17.0 CORE SERVICES AND SUPPORTS

The CONTRACTOR shall make Core Services and Supports available to children and non-minor dependents either directly or secured through formal agreements with other agencies, which are trauma-informed and culturally relevant as described in WIC 11463(b)(5), which can be found at [http://leginfo.legislature.ca.gov/faces/codes\\_displaySection.xhtml?sectionNum=11463.&awCode=WIC](http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=11463.&awCode=WIC) and Chapter 8.8 Foster Family Agencies, Article 9, Subchapter 1, Section 88278.1. Core Services shall include the following:

**(A) Specialty mental health services** refers to “for children who meet medical necessity criteria for specialty mental health services under the Medi-Cal Early and Periodic Screening, Diagnosis, and Treatment program, as the criteria are described in Section 1830.210 of Title 9, of the California Code of Regulations.”

**(B) Transition Services** refers to “support services for children, youth, and families upon initial entry and placement changes and for families who assume permanency through reunification, adoption, or guardianship.”

**(C) Education, Physical, Behavioral, Mental Health, Extracurricular Supports** refers to “educational and physical, behavioral, and mental health supports, including extracurricular activities and social supports.”

**(D) Transition to Adulthood Services** refers to “activities designed to support transition-age youth and non-minor dependents in achieving a successful adulthood.”

**(E) Permanency Support Services** refers to “services to achieve permanency, including supporting efforts to reunify or achieve adoption or guardianship and efforts to maintain or establish relationships with parents, siblings, extended family members, tribes, or others important to the child or youth, as appropriate.”

**(F) Indian Child Services** refers to “When serving Indian children, as defined in subdivisions (a) and (b) of Section 224.1, the core services specified in subparagraphs (A) to (E), inclusive, shall be provided to eligible children consistent with active efforts pursuant to Section 361.7.”

CONTRACTORS shall comply with the detailed standards outlined in the Core Services Matrix, which can be found at:

[http://www.cdss.ca.gov/cdssweb/entres/pdf/CCR/FFA\\_CoreServicesMatrix.pdf](http://www.cdss.ca.gov/cdssweb/entres/pdf/CCR/FFA_CoreServicesMatrix.pdf).

## 18.0 PLACEMENT PROCESS (INTAKE/DISCHARGE)

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

The CONTRACTOR shall comply with the intake requirements of Chapter 8.8 Foster Family Agencies, Article 9, and Subchapter 1, Sections 88068.1, 88268.1 and 88268.11.

The CONTRACTOR shall ensure non-discrimination on the basis of actual or perceived race, ethnic group identification, ancestry, national origin, tribal affiliation, color, religion, sex, sexual orientation, gender identity, mental or physical disability or HIV status.

### **18.1 Acceptance of All Children Who Meet CONTRACTOR's Plan of Operation and Program Statement Criteria**

The CONTRACTOR shall accept all children who meet the CONTRACTOR's Plan of Operation and Program Statement criteria when an appropriate vacancy is available. The CONTRACTOR'S social work staff shall assess the FFA's ability to: (1) provide the required services to meet the child's needs in the child's own neighborhood as appropriate based upon the information received from the CFT and/or as identified in the child's NSP; and (2) facilitate family participation in treatment as appropriate based upon the information received from the CFT and/or as identified in the child's NSP.

### **18.2 Requirement for Emergency Intakes 24/7**

All CONTRACTORS shall provide non-emergent intake services from 8 a.m. to 8 p.m. on weekdays. Emergent intake services shall be made available by providing dedicated phone number(s) with on-call staff available during weekdays for intake services after 8:00 p.m. and 24 hours on weekends.

### **18.3 Commingling of Children**

The CONTRACTOR shall not place both DCFS and Probation children in the same Resource Family Home unless the identified Resource Family can meet the child/youth's needs and the CONTRACTOR has written approval from both the CSW and DPO for a dual jurisdiction child (WIC 300/602 status) pursuant to WIC 16514(c), which can be found at [http://leginfo.legislature.ca.gov/faces/codes\\_displaySection.xhtml?sectionNum=16514.&lawCode=WIC](http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=16514.&lawCode=WIC); and in accordance with CDSS All County Information Notice (ACIN) No. I-75-16, which can be found at [http://www.cdss.ca.gov/lettersnotices/EntRes/getinfo/acin/2016/I-75\\_16.pdf](http://www.cdss.ca.gov/lettersnotices/EntRes/getinfo/acin/2016/I-75_16.pdf).

The CONTRACTOR must consider the safety and needs of the children in the Resource Family Home and the public safety of the community.

### **18.4 Declaration of Support of Access to Juvenile Records Form**

The CONTRACTOR shall complete and submit the DCFS 4389 (4/94), Declaration In Support of Access to Juvenile Records (WIC 827) (see Exhibit

A-VIII), in order for the County Worker to release any juvenile records. The CONTRACTOR will ensure that only persons permitted by law have access to records.

### **18.5 Pre-Placement Visits**

The County Worker shall arrange a visit to the proposed CONTRACTOR's Resource Family prior to the child(ren)'s placement whenever possible. The County Worker shall: (1) provide information to the CONTRACTOR regarding the child(ren)'s needs, including all court reports and social studies, in conformity with COUNTY policy and confidentiality laws; (2) discuss the plan for the child(ren)'s to stay in the same neighborhood and school district, including the transportation arrangement to the child(ren)'s home school(s); and (3) provide the Resource Parents information of any known or suspected dangerous behavior of the child being placed.

The CONTRACTOR shall: (1) discuss with the County Worker the children currently living in the proposed Resource Family Home, including children's ages, backgrounds, and placing agencies; (2) discuss with both the County Worker and the child(ren) to be placed, when age appropriate, the school programs, social work services, and family and recreational activities that are available; (3) discuss the type of services the child requires; (4) provide the County Worker information concerning the proposed Resource Family's work schedules/outside commitments and day care plan for the child (if appropriate); and (5) provide the County Worker information relating to any child abuse/neglect referrals and/or allegations which have been made concerning the proposed Resource Family Home, and describe action the CONTRACTOR has taken in response to such referrals/allegations.

### **18.6 Denial of Placement of Children Who Do Not Meet the License or Program Statement Criteria**

The CONTRACTOR is responsible for denying placement of children, within the limitations of the information provided at the time of placement, who do not meet the license or the **Plan of Operation** and Program Statement criteria for the FFA. If the CONTRACTOR determines that a referred child does not meet these criteria, the CONTRACTOR shall immediately notify **the CFT**. The CONTRACTOR shall provide an explanation in writing for such denial to the County Worker and to the OHCMD **Quality Assurance** Section Program Manager within three days.

The CONTRACTOR shall not accept children with special health care needs, within the limitations of the information provided at the time of placement, unless an appropriate placement is available in a specialized Resource Family Home as specified in Title 22, Division 6, Chapter 4, Sections 83065.1, 83066, 83069.1, 83070.1, 83072.2, 83087.1; and **Chapter 8.8 Foster Family Agencies, Article 9, and Subchapter 1, Article 7**. Special

health care needs include, but is not limited to medical conditions requiring specialized in-home health care. Special health care needs include medical technology dependence and other medical conditions that could deteriorate rapidly, causing permanent injury or death, as defined in Title 22, Division 6, Chapter 4, Section 83001(m)(1).

### **18.7 Orientation of Newly Placed Children**

The CONTRACTOR shall provide each newly placed child, in an age-appropriate manner, a comprehensive overview of the CONTRACTOR'S program and procedures as described in the CONTRACTOR'S **Plan of Operation** and Program Statement (Exhibit B), LIC613B Personal Rights form (Exhibit A-IX), which can be found at <http://www.cdss.ca.gov/cdssweb/entres/forms/English/LIC613B.PDF>; the Foster Youth Bill of Rights (Exhibit A-X), which can be found at <http://www.cdss.ca.gov/cdssweb/entres/forms/English/pub396.pdf>; and for children 11 years old and older, the Legal Rights of Teens in Out-of-Home Care (Exhibit A-XI), which can be found at <http://www.ylc.org/wp/wp-content/uploads/teenmanual2011.pdf>. Such overview will include: (1) opportunities for achievement; (2) career/vocational and job training; (3) life-skills training; (4) recreation; (5) higher education options; (6) religious, spiritual, or ethical development in the faith of the child's or the child's parents' choice; (7) identification of the child's FFA social worker; (8) child's clothing and weekly allowance; (9) Resource Family's house rules including discipline practices and grievance/complaint procedures; (10) school attendance requirements including school dress code and academic expectations; and (11) discharge procedures.

The CONTRACTOR shall have the child or the child's authorized representative sign an acknowledgement of completion of the orientation and the receipt of written copies of personal rights, Foster Youth Bill of Rights (Exhibit A-X), the Legal Rights of Teens in Out-of-Home Care (11 years old and older) (Exhibit A-XI), house rules, discipline practices, grievance/complaint procedures, and discharge procedures.

### **18.8 Procedure for Emergency Replacement:**

In the event of an emergency, the CONTRACTOR may move a child without prior authorization from the County Worker. The FFA shall make every effort to keep the child in the same school. For the purposes of this paragraph, an emergency is defined as any situation that threatens the health and safety of the child or others in the Resource Family Home.

The CONTRACTOR shall notify either the child's County Worker, the County Worker's supervisor, the County Worker's administrator or, after working hours, for DCFS children call the Child Protection Hotline (800-540-4000), of the emergency replacement. **For Probation, the CONTRACTOR shall**

contact the DPO of record during normal working hours, and Placement Administrative Services' Officer of the Day. Notification shall be made as soon as possible but no later than 24 hours after the child is moved. The CONTRACTOR shall then discuss the situation with the County Worker or the County Worker's supervisor and document the conversation and decision in the child's record.

The CONTRACTOR shall initiate a CFT immediately or not later than 72 hours after emergency replacement.

A child shall not be moved from an approved Resource Family home to a non-approved Resource Family home. This includes changing a Resource Family home from a contracted site to a non-contracted site.

### **18.9 Removal and Intent to Discharge Procedures**

CONTRACTOR shall provide at least fourteen (14) calendar days prior to discharge. CONTRACTOR shall explore through the CFT process and document any interventions/remedies before replacement, including consideration of a move within the CONTRACTOR's placement facilities, if available.

COUNTY and CONTRACTOR mutually agree that the lack of stability in placement is harmful to children and that the goal of this section is to maximize communication to lead to increased stability for children. All reasonable efforts shall be made to stabilize a child's placement and to determine through the CFT process whether additional services may prevent an unnecessary and traumatizing replacement of a child from the CONTRACTOR'S Resource Family Home.

Prior to discharging a child, the CONTRACTOR shall, for DCFS children, provide the DCFS Regional Administrator, and the child's County Worker's supervisor a Notice of Intent to Discharge that documents efforts to stabilize the placement, including police calls and mental health services, in advance of any anticipated replacement. The Notice of Intent to Discharge for a DCFS Child may be provided by way of e-mail or fax. When the CONTRACTOR notifies the COUNTY of issues potentially affecting the stability of a child's continued placement in CONTRACTOR'S Program, COUNTY and CONTRACTOR shall convene a CFT meeting to determine whether the child's placement may be stabilized and/or additional Services may be provided without removing the child from the CONTRACTOR'S Program. CONTRACTOR shall provide Notice of Intent to Discharge no less than 30 Days prior to the anticipated discharge date, unless it is agreed upon at the CFT meeting that less notice is necessary due to an immediate threat to the health and safety of the child or others. For Probation youth the CONTRACTOR shall: (1) provide oral notice to the Placement Administrative Services' (PAS) Officer of the Day at (323) 730-4454 regarding Notice of

Intent to Discharge; and (2) send the Notice of Intent to Discharge to the DPO of Record via e-mail.

Whenever a child is discharged, CONTRACTOR shall complete a Discharge Summary for DCFS: Foster Family Agency, per Exhibit A-XII.

### **18.10 Prior Authorization Required for Movement of a DCFS or Probation Children within the CONTRACTOR's Program.**

In collaboration with the CFT, the CONTRACTOR shall obtain prior authorization from the County Worker before a child is moved from one Resource Home to another or whenever a child leaves the CONTRACTOR's Program.

## **19.0 ASSESSMENTS AND EVALUATION**

### **19.1 Permanency**

The CONTRACTOR shall conduct a permanency assessment of the Resource Family in accordance with Chapter 8.8 Foster Family Agencies, Article 9, and Subchapter 1, Section 88331.4 to establish the Resource Family's ability to provide and support timely permanency to a child.

The CONTRACTOR shall provide and initiate permanency and support services upon placement of a child in accordance with Core Services as described in Section 17.0 of this SOW.

#### **19.1.1 Permanency Planning**

The CONTRACTOR shall assess the strengths, training, skills, and interests of each Resource Family in order to match them, to the extent possible and appropriate, to each child's:

- Permanency plan for family reunification/relative placement, adoption, legal guardianship, or planned permanent living arrangement.
- Need for sibling group placement, neighborhood/school-based placement, or special health care needs placement.

#### **19.1.2 Facilitating Legal Permanency Plans**

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

### **19.1.3 Sibling-Group Placements**

Children, who are accepted as a sibling group and placed together, shall remain together unless otherwise indicated by the CFT. For sibling groups placed in different Resource Family Homes within the same FFA, in collaboration with the CFT and County Worker, the CONTRACTOR shall document efforts to reunite siblings into one Resource Family Home, or the reasons it is inappropriate, in the Children's case records.

### **19.1.4 Teen Parents and their Children**

Teen parents and their non-dependent children shall be placed together whenever possible and appropriate. A WFFH supports the Department's efforts to achieve timely permanency for children by providing support and services to teen parent family units in order to strengthen the young family and foster safety and independence.

### **19.1.5 Family Finding, Identifying, Developing, and Maintaining Important Relationships**

The CONTRACTOR in collaboration with the COUNTY in order to assist the child in identifying, developing and maintaining important relationships with family, and non-related extended family members, provided that these relationships are in the child's best interests and are consistent with the COUNTY Case Plan. CONTRACTOR shall assist the County Worker in identifying these individuals as potential permanency resources. CONTRACTOR shall, to the extent possible, partner with existing mentoring programs or develop their own mentoring resources to enable children to develop a connection with a caring adult.

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

## **19.2 Family Reunification**

If the permanency plan is for family reunification, the CONTRACTOR shall assist the COUNTY in reunification efforts by: (1) facilitating visits and arranging transportation for the child with the family consistent with the orders of the court and the Needs and Services Plan; (2) offering and/or supporting other reunification services such as family counseling; (3) monitoring the visits with the family consistent with the CFT recommendations, the case plan and court orders. The CONTRACTOR shall ensure that the Resource Family cooperates with such reunification efforts and visitation.



## **19.3 Adoption**

### **19.3.1 Adoption Assessments**

If the child's permanency plan is for adoption, the CONTRACTOR shall participate with the County Worker to assess both the strengths and special needs of a child to assist in determining an appropriate adoptive home.

### **19.3.2 Adoption-Related Services**

The CONTRACTOR shall facilitate the child's involvement in adoption-related activities and visits with prospective adoptive families. The CONTRACTOR shall provide counseling, support, and education for the child and the child's Resource Family in making decisions and transitions related to adoption or to any other legally permanent placement.

### **19.3.3 Adoption-Related Information**

The COUNTY shall provide information, and the CONTRACTOR shall be fully informed, about the Adoption Assistance Program and the differences between legal guardianship, adoption, and foster care.

## **20.0 NEEDS AND SERVICES PLAN**

The CONTRACTOR shall ensure that Needs and Services Plans are completed in accordance to Chapter 8.8 Foster Family Agencies, Article 9, Subchapter 1, Sections 88268.2, and 88268.21.

### **20.1 Required Use of the Provider Needs and Services Plan/Quarterly Report Template**

The CONTRACTOR shall use the "Provider Needs and Services Plan/Quarterly Report" (NSP) electronic template Exhibit A-XIII.

The DCFS 709 (Exhibit A-XIV) is to be used in the development of the Needs and Services Plan, but it is not to serve as the plan itself.

The CONTRACTOR'S social worker shall develop a comprehensive, individualized Needs and Services Plan, based on the information received through the CFT, the County Worker, and CONTRACTOR'S initial assessment, by the 30<sup>th</sup> day of placement.

All required signatures (age-appropriate children, CFT, CONTRACTOR's treatment team, placement worker, Resource Family, etc.), shall be obtained for all initial NSPs within 5 days of development. In the event CONTRACTOR is unable to meet this requirement, CONTRACTOR shall

provide documentation of all efforts and reasons for their inability to meet this requirement and attach to the NSP. Exceptions to this requirement may be granted only in cases where the CONTRACTOR is not responsible for the delay.

The completed initial NSP shall be submitted by the CONTRACTOR's staff to the placement worker by the 35<sup>th</sup> day from placement.

The NSP shall be updated/modified by the 90<sup>th</sup> day of placement, and every 90 days thereafter.

Updates/modifications to the NSP shall address: (1) the child's need for continuing services; (2) the need for (any) modification in services; and (3) the recommendation of the FFA staff regarding the feasibility of the child's return to their home, placement in another facility, or move to independent living.

All required signatures (age-appropriate children, CFT, CONTRACTOR's treatment team, placement worker, Resource Family, etc.), shall be obtained for all updated/modified NSPs within 5 days of development. In the event CONTRACTOR is unable to meet this requirement CONTRACTOR shall provide documentation of all efforts and reasons for their inability to meet this requirement and attach to the NSP. Exceptions to this requirement may be granted only in cases where the CONTRACTOR is not responsible for the delay.

The completed updated/modified NSPs shall be submitted by the Contractor's staff to the placement worker by the 95<sup>th</sup> day of continuing placement, and every 95 days thereafter.

## **20.2 Participation by the Child, County Worker, Resource Family, and CFT**

The CONTRACTOR shall ensure that: (1) the child, age and maturity permitting, the County Worker, and the Resource Family are offered the opportunity to participate in the development of Needs and Services Plans through the CFT; (2) the County Worker gives written approval of the Needs and Services Plan and any modifications thereto; (3) the child, age and maturity permitting, the County Worker and the Resource Family receive copies of the approved Needs and Services Plan and any modifications thereto.

The child's case file shall include complete documentation of all attempts to comply with the above (dates, times, methods, attempts, escalation and results). i.e. email, FAX, US Postal Service - times attempted (separate times).

### 20.3 Shared Responsibility Plan

The development of the Shared Responsibility Plan (SRP) applies to those CONTRACTORS who have elected to have FFA Homes trained and approved as Whole Family Foster Homes (WFFH).

WFFH Resource Parents and the teen parent have the option to develop a SRP. Instructions for developing an SRP (Exhibit A-XVII) and an SRP Template (Exhibit A-XVIII) can also be found at [http://policy.dcss.lacounty.gov/Default.htm#Teen\\_Parent\\_DPSS\\_Service.htm#SRP](http://policy.dcss.lacounty.gov/Default.htm#Teen_Parent_DPSS_Service.htm#SRP). The SRP is an agreement between the caregiver and the dependent teen parent which (a) outlines the duties, rights and responsibilities of the teen parent and the caregiver with regard to the teen parent's non-dependent child; (b) identifies supportive services to be offered to the teen parent by the caregiver and the agency providing direct and immediate supervision to the caregiver, or both; and (c) shall be written for the express purpose of aiding the teen parent and the caregiver to reach agreements aimed at reducing conflict and misunderstandings. The SRP shall in no way limit the teen parent's legal right to make decisions regarding the care, custody, and control of the child.

The CONTRACTOR'S social worker shall develop the SRP within 30 days of placement of the teen parent and his/her dependent child(ren) or the birth of the pregnant teen's child. The SRP shall be developed between the teen parent, caregiver, and CONTRACTOR's social worker in collaboration with the County Worker. Additional input may be provided through the CFT, which may include any individuals identified by the teen parent, the non-custodial parent, if appropriate, and other extended family members.

The SRP shall include, but not be limited to, all of the following: (a) feeding; (b) clothing; (c) hygiene; (d) purchase of any necessary items, including, but not limited to, safety items, food, clothing, and developmentally appropriate toys and books. This includes both at one-time purchases and items needed on an ongoing basis; (e) health care; (f) transportation to healthcare appointments, child care, and school, as appropriate; (g) provision of child care and babysitting; (h) discipline; (i) sleeping arrangements; and (j) visits among the child, his or her non-custodial parent, and other appropriate family members, including the responsibilities of the teen parent, the caregiver and CONTRACTOR, as appropriate, for facilitating the visitation.

The SRP shall not conflict with the teen parent's case plan and any visitation orders made by the court.

The SRP shall be updated, as needed, to account for the changing needs of infants and toddlers, and in accordance with the teen parent's changing school, employment, or other outside responsibilities, but not less than every six months. Upon completion of the SRP and any subsequent updates,

CONTRACTOR shall provide a copy to the teen parent, the caregiver, and the County Worker, within 3 business days.

The initial SRP, as well as any updates, must be approved by the County Worker.

## **20.4 Life Goals and Objectives**

The CONTRACTOR shall ensure Resource Families encourage and teach the child on how to set short-term and long-term goals and objectives appropriate to the developmental level of the child. The CONTRACTOR shall discuss possible short-term and long-term goals and objectives with the child as they relate to the child's Needs and Services Plan, career plans, strengths and interests, and educational possibilities. These discussions of life goals are to help prepare the child for emancipation and adulthood, and where the permanency plan is for family reunification, return to the child's family.

## **21.0 VISITATION**

The CONTRACTOR shall collaborate with County Worker to develop a comprehensive family visitation plan by incorporating the CFT recommendations, DCFS Child Welfare Policy No. 0400-504.00, which can be found at [http://policy.dcsf.lacounty.gov/Default.htm#Family\\_Visitation\\_.htm?Highlight=visitation](http://policy.dcsf.lacounty.gov/Default.htm#Family_Visitation_.htm?Highlight=visitation), as applicable and in accordance with Chapter 8.8 Foster Family Agencies, Article 9, and Subchapter 1, Sections 88222.1 (20)(d).

### **21.1 Visitation Plan**

The CONTRACTOR shall ensure the Family Visitation Plan (FVP) is recorded and updated in the Needs and Services Plan, as indicated in **Section 20.0** of this SOW.

### **21.2 Family Visitation Guidelines**

The Juvenile Court Visitation Committee of the Los Angeles County Superior Court has issued new requirements in a document called *Family Visitation Guidelines*, which is attached as Exhibit A-XV. The following requirements include, but are not limited to:

- (a) Family Visitation Plans (FVPs) shall be developed by the CFT consistent with the dependency and criminal court orders [See Section 21.5 below];
- (b) The FVP must include detailed, specified information [See Exhibit A-XV, p. 12];
- (c) Resource Parents, including FFA staff, are required to perform specified tasks [See Section 21.3 below];

- (d) Length and frequency of visitation should correspond to the child's age and developmental stage and be consistent with the family's permanency goal [See Section 21.4 below]; and
- (e) The FVP must provide for regular and frequent visitation between siblings, unless inappropriate [Exhibit XV, p. 21].

### **21.3 CONTRACTOR's and Resource Parents' Requirements**

Resource Parents, including CONTRACTOR's staff, are required to:

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

#### **21.4 Frequency and Length of Visitation Guidelines**

- (a) For 0-6 months, families should visit at least three times a week for 30-60 minutes.
- (b) For 6-12 months, families should visit at least three times a week for one hour.
- (c) For 1-4 years, families should visit at least twice per week for 1 ½ hours.
- (d) For 5-15 years, families should visit at least once per week for two or more hours.
- (e) For 16-18 years, there is no recommendation except the child's desires should be strongly considered in creating the FVP

#### **21.5 Honoring the Visitation Rights of Children**

The CONTRACTOR shall honor the visitation rights of the child at all times unless one of the following two conditions exists: (1) a specified court order is in effect which prohibits or restricts the visitation rights of the child; or (2) the FVP developed by the CFT specifically prohibits or restricts visitation rights based upon existing court orders, legal authority and/or documented reasons such as the belief that the visits would be detrimental to the child.

The CONTRACTOR must allow visitation for the caseworker, attorney, and Court Appointed Special Advocate (CASA). The County Worker shall provide CONTRACTOR with copies of court orders regarding court ordered visitation and the FVP.

The FVP shall be discussed with the Resource Family to facilitate understanding of the COUNTY'S and the CONTRACTOR'S expectations of the Resource Family, including the transportation arrangements and the birth parent/guardian visiting the child in the Resource Family Home when applicable. A copy of the FVP shall be given to the Resource Family.

### **PART D – PERFORMANCE OUTCOME GOALS AND REQUIREMENTS SUMMARY**

Failure to meet performance target as outlined in the Performance Outcome Summary(ies) could result in a program review and implementation of an administrative remedy(ies) as outlined in Exhibit N.

**22.0 SAFETY**

The CONTRACTOR shall ensure a safe environment, which provides for the well-being of each child and leads to permanence for each child. Specifically, the CONTRACTOR shall provide **all services** related to safety described in this Contract and Statement of Work, including but not limited to the **Safety Performance Outcome Summary**. The CONTRACTOR shall meet or exceed the performance targets described in the **Safety Performance Outcomes Summary**.

<b>SAFETY PERFORMANCE OUTCOME SUMMARY</b>		
<b>PROGRAM TARGET GROUP:</b> Children in FFA Resource Family Approved homes.		
<b>PROGRAM GOAL AND OUTCOME:</b> Children shall be free of abuse and neglect by Resource Family, FFA staff, volunteers, other children, and family members and as specified in California Health and Safety Code Section 1522(b).		
<b>OUTCOME INDICATORS</b>	<b>PERFORMANCE TARGETS</b>	<b>METHOD OF DATA COLLECTION</b>
Abuse and Neglect Referrals and their disposition including substantiated maltreatment as specified in California Health and Safety Code Section 1522(b) while under the care and supervision of an FFA.	99.68 % of children are free from a report of substantiated maltreatment as specified in California Health and Safety Code Section 1522(b) while under the care & supervision of an FFA. <sup>2</sup>	CWS/CMS referral history and I-Track Special Incident Reports (SIRs)
CCLD citations, Out-of-Home Care Management Division and Probation PPQA reports on safety and physical plant deficiencies.	100% of Corrective Action Plans (CAPs) submitted on time and successfully implemented, including physical plant and safety deficiencies	CCLD Facility Review Reports and Citations, Monitoring Reports, SIR Reports and CAPs
Child-to-child injuries resulting from lack of supervision that necessitate the submission of a SIR and require treatment by a health professional	98% of children are free from child-to-child injuries while under the supervision of Resource Parents and/or FFA staff	CCLD Facility Review Reports and Citations, Monitoring Reports, SIR Reports and CAPs

<sup>2</sup> The COUNTY maintains a zero tolerance policy for substantiated abuse and neglect of children while under the supervision of CONTRACTOR. Each incident of substantiated abuse or neglect that occurs under the CONTRACTOR'S supervision must be individually evaluated. The COUNTY will assess the factors that led to the abuse/neglect and make a determination as to appropriate corrective action.



**23.0 PERMANENCY**

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

<b>PERMANENCY PERFORMANCE OUTCOME SUMMARY</b>		
<b>PROGRAM TARGET GROUP:</b> Children in FFA Resource Family Approved Homes		
<b>PROGRAM GOAL AND OUTCOME:</b> Children shall achieve timely permanency through family reunification, adoption, or legal guardianship.		
<b>OUTCOME INDICATORS</b>	<b>PERFORMANCE TARGETS</b>	<b>METHOD OF DATA COLLECTION</b>
Discharge to a permanent destination, family reunification, adoption, or guardianship.	81.3% of discharges from an FFA to family reunification. 73.5% of discharges from a FFA to adoption, and legal guardianship. <sup>4</sup>	CWS/CMS Placement History, Court Report, Child's Case File, Needs and Services Plan, and Discharge Summary
Placement stability: Number of children who experienced more than one move within the FFA in the past year.	At least 92.3% of children will maintain placement stability, with no moves between Resource Family Homes.	CWS/CMS Placement History, Court Report, Child's Case File, Needs and Services Plan, and Discharge Summary, SIRs

<sup>4</sup> This data will be collected by the Department's Business Information Services Division from the CWS/CMS database to ensure accuracy.

**24.0 ACCESS TO EFFECTIVE AND CARING SERVICES/WELL-BEING**

The CONTRACTOR shall ensure children/youth receive services as identified through the Child and Family Team in the spirit of the Core Practice Model to improve their level of functioning in the areas of education/career planning, transition and emancipation preparation, physical, behavioral, social and emotional well-being and self-sufficiency as described in this Contract and Statement of Work, including but not limited to the Access to Effective and Caring Services/Well-Being Performance Outcome Summary. In addition, the CONTRACTOR shall meet or

exceed the performance targets described in the Access to Effective and Caring Services/Well-Being Permanency Performance Outcome Summary.

<b>ACCESS TO EFFECTIVE AND CARING SERVICES/WELL-BEING PERFORMANCE OUTCOME SUMMARY</b>		
<b>PROGRAM TARGET GROUP:</b> Children in FFA Resource Family Approved Homes		
<b>PROGRAM GOAL AND OUTCOME:</b> Children shall receive Core Services as identified through the Child and Family Team in the spirit of the Core Practice Model to improve their level of functioning in the areas of education/career planning, emancipation preparation, health, behavior, self-sufficiency, social and emotional well-being.		
<b>OUTCOME INDICATORS</b>	<b>PERFORMANCE TARGETS</b>	<b>METHOD OF DATA COLLECTION</b>
Completion of individualized Needs and Services Plans within 30 days of placement, updated by the 90 <sup>th</sup> day of placement, and every 90 days thereafter.	100% of the individualized Needs and Services Plans completed within 30 days of placement, updated by the 90 <sup>th</sup> day of placement, and every 90 days thereafter.	Child's Case Records and Needs and Services Plan
Improved level of child's functioning	At least 85% of the children successfully meet the Needs and Services Plan goals prior to discharge	Child's Case Records and Needs and Services Plan
Children enrolled in school within three school days of placement, attending school regularly, achieving academic progress, and participating in supplemental education and extra-curricular activities	At least 95% of school-aged children will be enrolled in school within three school days of placement <sup>5</sup> and will have increased educational scores and/or attendance.	School Attendance Logs, Report Cards, Health and Education (HEP), Child's Case Files, Needs and Services Plan, CWS/CMS
Youth (ages 16 and older) shall receive transition support and emancipation services. Youth will be encouraged and supported to participate in the COUNTY's ILP	100% of youth will receive Transition and Emancipation services and encouraged and supported to participate in the COUNTY's ILP	Child Case Records, Discharge Summary, Needs and Services Plan and Transitional Independent Living Plan (TILP)

<p>Youth achieving high school graduation or equivalent upon Emancipation</p>	<p>At least 90% of age appropriate youth will emancipate with a high school diploma or equivalent.<sup>6</sup></p>	<p>Report Cards, Diploma, Health and Education (HEP), Child's Case Files, Needs and Services Plan</p>
<p>Maintenance of current HEPs</p>	<p>100% of the children will have completed and current HEPs</p>	<p>Child Case Records and HEP or equivalent</p>

<sup>5</sup> CONTRACTOR shall document the reason(s) if a child was not enrolled in school within 3 school days of placement.

<sup>6</sup> CONTRACTOR shall document the reason(s) if a child did not achieve high school graduation or equivalency upon Emancipation.