

**WELFARE AND INSTITUTIONS CODE
SECTION 16010**

16010. (a) When a child is placed in foster care, the case plan for each child recommended pursuant to Section 358.1 shall include a summary of the health and education information or records, including mental health information or records, of the child. The summary may be maintained in the form of a health and education passport, or a comparable format designed by the child protective agency. The health and education summary shall include, but not be limited to, the names and addresses of the child's health, dental, and education providers, the child's grade level performance, the child's school record, assurances that the child's placement in foster care takes into account proximity to the school in which the child is enrolled at the time of placement, a record of the child's immunizations and allergies, the child's known medical problems, the child's current medications, past health problems and hospitalizations, a record of the child's relevant mental health history, the child's known mental health condition and medications, and any other relevant mental health, dental, health, and education information concerning the child determined to be appropriate by the Director of Social Services. If any other provision of law imposes more stringent information requirements, then that section shall prevail.

(b) Additionally, any court report or assessment required pursuant to subdivision (g) of Section 361.5, Section 366.1, subdivision (d) of Section 366.21, or subdivision (b) of Section 366.22 shall include a copy of the current health and education summary described in subdivision (a).

(c) As soon as possible, but not later than 30 days after initial placement of a child into foster care, the child protective agency shall provide the caretaker with the child's current health and education summary as described in subdivision (a). For each subsequent placement, the child protective agency shall provide the caretaker with a current summary as described in subdivision (a) within 48 hours of the placement.

(d) (1) Notwithstanding Section 827 or any other provision of law, the child protective agency may disclose any information described in this section to a prospective caretaker or caretakers prior to placement of a child if all of the following requirements are met:

(A) The child protective agency intends to place the child with the prospective caretaker or caretakers.

(B) The prospective caretaker or caretakers are willing to become the adoptive parent or parents of the child.

(C) The prospective caretaker or caretakers have an approved adoption assessment or home study, a foster family home license, certification by a licensed foster family agency, or approval pursuant to the requirements in Sections 361.3 and 361.4.

(2) In addition to the information required to be provided under this section, the child protective agency may disclose to the prospective caretaker specified in paragraph (1), placement history or underlying source documents that are provided to adoptive parents pursuant to subdivisions (a) and (b) of Section 8706 of the Family Code.

(e) The child's caretaker shall be responsible for obtaining and maintaining accurate and thorough information from physicians and educators for the child's summary as described in subdivision (a) during the time that the child is in the care of the caretaker. On each required visit, the child protective agency or its designee family foster agency shall inquire of the caretaker whether there is any new information that should be added to the child's summary as described in subdivision (a). The child protective agency shall update the summary with such information as appropriate, but not later than the next court date or within 48 hours of a change in placement. The child protective agency or its designee family foster agency shall take all necessary steps to assist the caretaker in obtaining relevant health and education information for the child's health and education summary as described in subdivision (a).

(f) At the initial hearing, the court shall direct each parent to provide to the child protective agency complete medical, dental, mental health, and educational information, and medical background, of the child and of the child's mother and the child's biological father if known. The Judicial Council shall create a form for the purpose of obtaining health and education information from the child's parents or guardians at the initial hearing. The court shall determine at the hearing held pursuant to Section 358 whether the medical, dental, mental health, and educational information has been provided to the child protective agency.

EXHIBIT I

Contacts with the Child Support Services Department (CSSD)

0080-503.00 | Revision Date: 07/01/14

Overview

This policy guide helps determine whether it is in the child's best interest to make a referral to the local child support agency for child support services when a child is placed in out-of-home care. It also provides information on the Compromise of Assigned Arrears- Family Reunification Program (COA-FR).

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Version Summary

This policy guide was updated from the 07/08/13 version, as part of the Policy Redesign, in accordance with the DCFS Strategic Plan. This policy guide incorporates content from Procedural Guide 1200-500.60, Compromise of Child Support, thereby cancelling that policy guide. The title of this policy guide has been changed to Contacts with the Child Support Services Department (CSSD) to reflect the merge of these two policy guides.

POLICY

Child Support Determinations

Child support must not be sought if the safety and well-being of the child and/or the custodial parent would be endangered by the perpetrator/noncustodial parent.

A child support determination will be made for all new and existing cases where a child resides with a legal guardian and where the court has maintained jurisdiction and for [Kin-GAP cases](#). A thorough assessment must be conducted to determine if the payment of support to the Child Support Services Department (CSSD) by the parent will pose a barrier to reunification. The assessment will specifically determine the following:

- Whether the payment of support will compromise the parent's ability to meet any of the following:
 - The requirements of the reunification plan
 - The current or future financial needs of his/her child
 - The needs of other children in the household who may be at risk of removal
- Whether the payment of child support by the parent may impact the stability of the current placement with the related guardian.

When a determination has been made that it is not contrary to the best interest of the child, a [DCFS 5125](#), Notice of Action Letter – Notice of Referral to the Los Angeles County Child Support Services Department, will be generated by Revenue Enhancement staff.

- The DCFS 5125 will be mailed to the parent(s), and a copy sent to the RA.
- The DCFS 5125 will inform the parent(s) of the decision to refer him/her to the CSSD and his/her right to appeal that determination.

A parent must submit a written request to appeal the decision within 5 business days of his/her receipt of the notice.

If reunification services are not offered or are terminated by the court, the social worker may request that the appropriate county eligibility worker (EW) refer the child's case to the local child support agency, except in cases when both the permanent plan is legal guardianship with a relative who is

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receiving [Kin-GAP](#), and the payment of support by the parent may impact the stability of the current placement with the related guardian. In that situation, the responsible agency must:

- Make a determination on whether it is in the child's best interests to have the case referred to the local child support agency for child support services.
- Have the CSW complete the CW 51.

A compromise of assigned child support arrears must be considered for the following types of cases:

- Any case in which both the parent has had child support debt accrued while his/her child was receiving out-of-home care services, and the parent and child have reunified.
- Any cases in which seeking child support from the perpetrator endangers the safety and well-being of the child and/or custodial parent.

Non-Minor Dependents

A non-minor dependent is not a child for purposes of referral to the local child support agency.

- A minor or a NMD who has a child placed in the same licensed or approved facility is not a parent for the purposes of a referral to the local child support agency for collection or enforcement of child support.
 - This includes voluntary placements and minor children placed with a minor or NMD parent.
- A NMD who is a custodial or non-custodial parent of a child in a foster care placement, including voluntary foster care placement, is not financially liable for the cost of the care, support, and maintenance of the child.

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Child Support Redeterminations

CSWs are required to complete a child support redetermination annually to coincide with the redetermination of AFDC-FC eligibility.

The following changes in a child's case status require that the annual redetermination and the submission of the CW 51 take place prior to the annual redetermination:

- The termination of parental rights of a parent who was previously referred to CSSD
- The return of the child to the home of a parent who was previously referred to CSSD
- A child's death
- A youth transitions out of foster care or a youth turns 19 years old or older
- The case is entering the [Kin-GAP program](#)
- A determination is made at a grievance review hearing that a referral to CSSD is not appropriate

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Compromise of Child Support

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The Compromise of Assigned Arrears - Family Reunification Program (COA-FR) allows a parent who owes child support to the government to compromise the debt, if the child is reunified with the parent and certain requirements are met.

CSSD and DCFS must work together to determine when a parent meets the requirements for a compromise of his/her child support payments.

- CSSD must contact DCFS Revenue Enhancement to verify the child's placement and dates the child was in out-of-home care.
- CSSD must verify that the parent is eligible for the compromise.
- The CSW is only to verify whether the compromise would be in the child's best interest.

All compromise forms will be faxed from CSSD to the regional office that provided service to the child and family. The completed and signed form(s) must be faxed to CSSD within 10 business days from the date received by DCFS.

- In the event that CSSD does not receive a response from DCFS within 20 days, from the date the Child Support Services Department's Compromise Form was received, CSSD will contact the regional office to request prompt action on the matter.
- In the event that the regional office does not respond to this request, CSSD will go forward with the compromise 30 days from the date the Child Support Services Department's Compromise Form was received.

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PROCEDURE

Completing the Initial Child Support Determination

Case-Carrying CSW Responsibilities

1. To determine whether it is in the child's best interest to make a referral to the local child support agency, evaluate each case on an individual basis.
2. Consider the best interests of the child as well as the circumstances of the family, which may include but are not limited to the following:
 - The parent(s)' employment status
 - Housing status
 - The impact on other children who may be at risk of removal
 - Availability of community-based services
 - Efforts to reunify
 - Whether parental rights have been terminated
 - Connection with CalWORKs or other public assistance programs
3. Regardless of whether the child's case plan goal is family reunification or permanency planning, consider whether the payment of support to CSSD by the parent will pose a barrier to the proposed reunification or outcome of the case plan.
4. Consider whether the payment of support will compromise the parent's ability to meet one or more of the following:

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- The requirements of the reunification and case plan or the current or future financial needs of the child, if either of the following apply:
 - The parent is required to continue paying.
 - The child's case is referred to the local child support agency.
 - The needs of other children in the household who may be at risk of removal.
5. Additionally consider the following factors when making the determination:
- The family's participation in CalWORKs, Food Stamps, General Relief, and/or **Medi-Cal**
 - The size of the family
 - The family's resources/property (This includes, but not limited to, home ownership, employment, bank accounts, cash on hand, savings bonds, or other property).
 - The parent's residence in Section 8 housing, if applicable
6. For a **Kin-GAP case**, consider whether the payment of support by the parent impacts the stability of the current placement with the related guardian.
- a. The CSW must review this determination following each court hearing regarding either family reunification or non-reunification.
7. If reunification services are terminated by the court, and the CSW determines that it is no longer contrary to the child's best interest:
- a. The child's case may be referred to the local child support agency.
 - b. Inform the appropriate county eligibility worker (EW) to refer the child's case to the local child support agency.

In cases when both the permanent plan is legal guardianship with a relative who is receiving Kin-GAP, and the payment of support by the parent may impact the stability of the current placement with the related guardian, the responsible agency will make a determination whether it is in the best interests of the child to have the case referred to the local child support agency for child support services.

1. Within 30 calendar days of the child's removal from the home, the CSW must create the CW 51, Child Support – **Good Cause** Claim for Non-cooperation, in CWS/CMS as follows:
 - a. Prior to creating the CW 51:
 - i. Review the on-line case record to ensure that all identifying information (i.e., names, addresses, etc.) is recorded and current.
 - ii. If necessary, update the case record.
 - b. Enter the date of the determination for each parent in the CW 51 Grid on the AFDC-FC page of the Client Notebook.
 - i. Select the siblings that share the same parent.
 - ii. Enter whether or not a referral will or will not be made to CSSD.
 - c. Generate a CW 51 for each parent of the child
 - i. Choose "CW51 Non – Referral for Child Support" in Client Reports under Print Report. CWS/CMS will generate a CW 51 for each child of that parent.
 - ii. If you are choosing not to refer the parent to child support, choose one of the reasons in the "Claim Determination – County Use Only" box. [Back to Top ^](#)

- iii. Print the document.
 - iv. Complete for each child's form
 - d. Sign the CW 51. Enter your telephone number on the designated line in the "Claim Determination – County Use Only" box.
2. Provide a brief explanation of the basis for the determination in the Case Notes of each child's case.
 3. Forward to the SCSW for review.
 4. File a copy of the CW 51 in the Additional Services Documentation folder.

SCSW Responsibilities

1. Review the CW 51.
2. If not approved, return to CSW for corrective action.
3. If approved, forward the CW 51 to the designated eligibility worker (EW).

DI Responsibilities

1. Notify the court as to whether or not the family was referred to CSSD.
2. Discuss the determination with the court. Determine with the court whether or not it is in the child's best interest to make a referral to the local child support agency.
3. Included the following statement in the report:
 - "A determination has been made, pursuant to Family Code Section 17552, that it is/is not in the best interest of the child(ren) to have the case referred to the local child support agency for child support services. The case has/ has not been referred to the Child Support Services Department (CSSD)."
4. Include the reasons behind this determination in the report and the circumstances of the family.

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Completing the Annual Child Support Redetermination

Case-Carrying CSW Responsibilities

If an initial determination was not made for an existing case, complete the CW 51, Child Support – Good Cause Claim for Non-cooperation.

If the child's case situation changes before the required annual redetermination, complete the CW 51 when either:

- It is appropriate to request that a previous referral to CSSD be discontinued.
 - It is now appropriate to initiate a referral to CSSD.
1. Within 5 business days of receipt of the FC2, Statement of Facts Supporting Eligibility for AFDC Foster Care (FC):
 - a. Assess the current family situation based on the criteria for [Completing the Initial Child Support Determination](#).

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- b. Complete a new CW 51.
2. Forward the CW 51 to the SCSW for review.
3. File a copy of the CW 51 in the Additional Services Documentation folder.

When preparing the WIC 366.21 (e) Status Review Report, document the following:

1. If not previously reported at the jurisdictional/disposition hearing, notify the court as to whether or not the family was referred to CSSD.
2. Discuss the determination with the court. Determine with the court whether or not it is in the child's best interest to make a referral to the local child support agency.
3. Included the following statement in the report:
 - "A determination has been made, pursuant to Family Code Section 17552, that it is/is not in the best interest of the child(ren) to have the case referred to the local child support agency for child support services. The case has/ has not been referred to the Child Support Services Department (CSSD)."
4. Include the following in the report:
 - The reasons behind this determination
 - The circumstances of the family
 - All relevant social, cultural, physical, and environmental factors

SCSW Responsibilities

1. Review the CW 51.
2. If not approved, return to CSW for corrective action.
3. If approved, forward the CW 51 to the designated eligibility worker (EW).

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Submitting CW 51 Due to a Change in a Child's Status

Case-Carrying CSW Responsibilities

Adhere to the following procedure when a parent has been previously referred to CSSD.

1. Within 5 business days of becoming aware of a [change in the child's case status](#), create a new CW 51.
2. Complete a CW 51 by referring to [Completing the Initial Child Support Determination](#), except when the following should be reported:
 - a. Use the date of the occurrence (e.g., the date the court ordered the termination of parental right) as the "Date of Determination."
 - b. Select "Reunification/case plan requirements" in the "Claim Determination – County Use Only" box, for all situations where there is a [change in the child's case status](#).
3. Forward to the SCSW for review.
4. File a copy of the CW 51 in the Additional Services Documentation folder.

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SCSW Responsibilities

1. Review the CW 51.
2. If not approved, return to CSW for corrective action.
3. If approved, forward the CW 51 to the designated eligibility worker (EW).

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Submitting CW 51 for an Initial Kin-GAP Referral or Reassessment

Case-Carrying CSW Responsibilities

The following procedures also apply to the conversion of the previously state funded [Kin-GAP cases](#) to the new state or federal Kin-GAP cases.

- For the Kin-GAP conversion and re-assessment, Kinship CSWs must complete the CW 51.
 - For a new Kin-GAP referral, the case-carrying CSW must complete the CW 51.
1. Complete a new CW 51 by referring to [Completing the Initial Child Support Determination](#), except when the following should be reported instead:
 - Enter the date of the determination and whether or not a referral will be made to CSSD.
 - If you are choosing not to refer the parent for child support, check “[Permanency Plan](#) with related legal guardianship under the Kin-GAP program” in the "Claim Determination – County Use Only" box.
 2. Submit the new CW 51 to the Kin-GAP Unit as part of the [Kin-GAP referral/re-assessment packet](#).
 3. Obtain the SCSW's approval and signature.
 4. File a copy of the CW 51 in the Additional Services Documentation folder.

SCSW Responsibilities

1. Review the CW 51.
2. If not approved, return to CSW for corrective action.
3. If approved, forward the CW 51 to the designated eligibility worker (EW).

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Notifying a Parent of Grievance Procedures

Regional Administrator (RA) or Designee Responsibilities

1. Upon receipt of the [DCFS 5125](#), Notice of Action Letter – Notice of Referral to the Los Angeles County Child Support Services Department, stating that a parent has been referred to CSSD, maintain an office control log with the following information: [Back to Top ^](#)

- Parent's name
 - Date the notice was mailed to the parent
 - "Yes" or "no" field indicators for parent's written response
 - Date of parent's written response, if applicable
2. When a parent responds, determine if the request for a hearing was submitted within 5 business days of receipt of the notice.
 - Allow 2 additional days from the date the notice was mailed to the parent and 2 days from the date the parent signed the request for a Grievance Review.
 3. If the request for a grievance review hearing was submitted within the mandated timeframe, locate a **Review Agent** within 2 business days to hear the grievance.
 - a. Schedule the grievance review hearing to take place no later than 10 business days after DCFS' receipt of the request.
 - The hearing must be within the parent's community and may be held in a DCFS office.
 - b. Attend or appoint a designee (ARA/CSA level) to attend the grievance review hearing.
 - c. Forward the [DCFS 4161-N](#), Grievance Review: Notice of Hearing, and [DCFS 4161-I](#), CDSS Regulations, via certified mail with return receipt requested to the parent.
 - d. Fax the DCFS 4161-N to the Review Agent.
 - Allow enough time for all parties to receive the Notice no less than 5 business days prior to the grievance review hearing.
 - e. Within 2 business days of receipt of the request for a Grievance Review Hearing from the parent, complete a written summary of the facts that lead to the determination to refer the parent to CSSD.
 - i. Include the following in the summary:
 - Name of the child
 - All information regarding the basis of the grievance
 - All information necessary to present the area office's recommendation(s)
 - Fax the summary to the selected Review Agent.
 - f. Do not take the case file to the grievance review hearing.
 4. If the request to appeal was not submitted within the mandatory timeframe of 5 business days, notify the parent by letter that the appeal cannot be heard.
 - a. File all documentation in a central file.
 - b. Retain this record for at least 1 year from the date of notifying the parent of the decision.

Review Agent Responsibilities

1. Within 2 business days of receiving of a request for a grievance review hearing, review the request and the written summary submitted by the RA/designee.

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2. Conduct the grievance review hearing by reviewing and hearing all evidence introduced by the parties to the hearing.
3. Forward a written decision to the Director or his/her designee. He/she will issue a final decision within 2 calendar days after receiving the Review Agent's decision.
4. Send a copy of the Director's final decision ([DCFS 5124](#), Response Letter to Grievance Review Regarding Referral to the Los Angeles County Child Support Services Department) to each party of the review, including:
 - The CSW
 - The parent
 - Any representative designated by the parent
 - The California Department of Social Services (CDSS), Operations Bureau, 744 P Street, Sacramento, CA 95814
5. If the decision made during the grievance review hearing is to stop the CSSD case proceedings, inform the CSW and the SCSW of the following:
 - The outcome of the hearing
 - The need to immediately submit a new CW 51, indicating the determination that the parent should not be referred to CSSD
6. Forward all grievance review hearing records, including the request, the RA's written summary, all documents and physical evidence submitted at the hearing, and the Director's final decision to the Director's Service Bureau for central filing.
 - Retain this record for at least one year from the date of the Director's final decision.

Case-Carrying CSW Responsibilities

1. Upon both the receipt of the copy of the Director's final decision ([DCFS 5124](#)) and the decision to stop the CSSD case proceedings, complete a new CW 51.
2. Refer to [Completing the Initial Child Support Determination](#), except in the comments section of the CW 51, indicate, if applicable:
 - The effective date of this change of determination per the Director's final decision.
 - The reason that the change in determination was a result of a grievance review hearing decision.

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Responding to a Parent's Potential Noncooperation with CSSD Due to Domestic Violence

CSW Responsibilities

If the CSW is aware of a domestic violence situation in which a parent who receives or is applying for CalWORKs would have good cause to not cooperate with CSSD, proceed as follows:

1. Complete the [DCFS 280](#), Technical Assistant Action Request, to request that the DCFS eligibility worker (EW) do the following:
 - Locate the DPSS EW

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- Provide the CSW with his or her name and phone number
 - The CSW may discuss the situation with the DPSS EW
2. Document the telephone conversation in the Contact Notebook.

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Responding to a Compromise Form from CSSD

Case-Carrying CSW Responsibilities

1. Upon receipt of the Child Support Services Department's Compromise Form, complete the form as follows:
 - a. If the compromise is in the best interest of the child, check the ("Is") box and sign the form.
 - b. If the compromise is not in the best interest of the child, check the ("Is not") box. Complete the justification section, and sign the form.
2. Maintain a copy of the form in the Additional Services Documentation folder.
3. Document all actions taken in the Case Notes.

Regional Staff Responsibilities

1. Fax the signed and completed the Child Support Services Department's Compromise Form to CSSD within 10 business days from the date received by DCFS.
2. Follow the controls established by your respective regional office.

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APPROVALS

ARA, CSW, RA, or SCSW Approval

- To sign the Child Support Services Department's (CDSS) Compromise Form

SCSW Approval

- CW 51, Child Support – Good Cause Claim for Non-cooperation

HELPFUL LINKS

Forms

CWS/CMS

CW 51, Child Support – Good Cause Claim for Non-cooperation
FC2, Statement of Facts Supporting Eligibility for AFDC Foster Care (FC)

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LA Kids

[DCFS 280](#), Technical Assistant Action Request

[DCFS 4161-N](#), Grievance Review: Notice of Hearing

[DCFS 4161-I](#), CDSS Regulations

[DCFS 5124](#), Response Letter to Grievance Review Regarding Referral to the Los Angeles County Child Support Services Department

[DCFS 5125](#), Notice of Action Letter – Notice of Referral to the Los Angeles County Child Support Services Department

Hard Copy

Child Support Services Department's (CDSS) Compromise Form

Referenced Policy Guides

[0100-520.35](#), Kinship Guardian Assistance Payment (Kin-GAP) Program

Statutes

[California \(CA\) Assembly Bill \(AB\) 3632](#) – Details, in part, that under the federal law, children with disabilities are entitled to various mental health services and to a free, appropriate public education with the assistance of services.

[California Department of Social Services \(CDSS\) Manual of Policy and Procedures \(MPP\) Division 31 Section 31-503.11](#) – States, in part, that in making this determination, the social worker shall evaluate each case on an individual basis considering the best interests of the child and the circumstances of the family, which may include but are not necessarily limited to, the parent(s)' employment status, housing status, the impact on other children who may be at risk of removal, availability of community-based services, efforts to reunify, whether parental rights have been terminated, connection with CalWORKs or other public assistance programs.

[CDSS MPP Division 31 Section 31-503.112](#) – States, in part, that if the child's case plan goal is other than reunification, the social worker shall consider whether the payment of support by the parent will pose a barrier to a successful outcome of the case plan in that the payment of support will compromise the parent's ability in areas specified.

[CDSS MPP Division 31 Section 31-503.21](#) – State that the social worker shall review this decision following each court hearing held under Welfare and Institutions Code Section 361.5.

[County of Los Angeles v. Smith, 74 Cal. App 4th 500](#) – Held, in part, that the Americans with Disabilities Act prevents a county from seeking reimbursement for cost of out-of-home care services if the child's Individual Education Plan (IEP) recommends placement.

[Family Code \(FAM\) Section 17552](#) – Sets forth regulations as to how the county child welfare department determines whether it is in the best interests of the child to have the case referred to the local child support agency.

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[FAM Section 17552\(c\)](#) – States, in part, where the county child welfare department determines that it is not in the child’s best interest to have his or her case referred to the local child support agency that the county child welfare department shall review that determination periodically to coincide with the redetermination of AFDC-FC eligibility.

FAM Sections [17415](#), [17550](#), [17552](#) – States, in part, that a parent may qualify for a compromise of child support if he/she meets certain criteria.

[Welfare and Institutions Code \(WIC\) Section 361.5](#) – Details, in part, the criteria for reunification and non-reunification court hearings. Also states, in part, that whenever a child is removed from a parent’s or guardian’s custody, the juvenile court shall order the social worker to provide child welfare services to the child and the child’s mother and statutorily presumed father or guardians.

[WIC Section 366.21\(e\)](#) – Details, in part, the review hearing held six months after the initial dispositional hearing. The court shall order the return of the child to the physical custody of his or her parent /legal guardian unless the court finds by a preponderance of the evidence that return of the child would be detrimental to the child’s physical and emotional health and safety.

[WIC Section 1147](#) – Requires, in part, that applicants and recipients of the CalWORKs program must, as a condition of eligibility, cooperate with CSSD in the collection of Child Support. The Department of Public Social Services (DPSS) determines if good cause exists for failure to cooperate. Also defines a “good cause determination.”

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STATEMENT OF DANGEROUS BEHAVIORS

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

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

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

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

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

 Signature (Placement Worker)

 Signature (Service Provider)

Agency _____
 Date _____

Agency _____
 Date _____

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

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

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

EXHIBIT K

FOSTER FAMILY AGENCY INTENSIVE SERVICES FOSTER CARE RATE LETTER

EXHIBIT K-I

INSERT - FOSTER FAMILY AGENCY FACILITY LICENSE(S)

EXHIBIT K-II

INSERT - ADOPTION LICENSE



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2016)

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

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax.

However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2016 are less than \$53,505 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following.

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

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

the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2017.

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

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

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

How Do My Employees Claim the EIC?

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

E060-0540**PAYMENT RECONCILIATION/RESOLUTION
GROUP HOME OR FFA UNDERPAYMENT**

DATE OF ISSUE:	04/27/06
APPLICABLE TO:	All Technical Assistants (TA) and Eligibility Workers (EW), their Eligibility Supervisor (ES) and Human Services Administrator (HSAI).
LEGAL BASIS:	None
RELATED POLICY RELEASE(S):	None
NON CWS/CMS FORM(S):	COV 71 Payment Resolution Notification COV 73 Notification Letter of Ineligibility Work order PROB 667 Probation Foster Care Referral
CWS/CMS FORM(S):	Case Information Notebook Client Notebook FC2 Notebook Placement Notebook Medi-Cal Notebook SAWS1 Notebook
SUPERSEDES AND CANCELS:	Procedural Guide E060-0540 , Payment Reconciliation/Resolution: Group Home or FFA Underpayment, dated 09/14/05

The County Eligibility Worker is responsible for determining and recording the data to ensure the accurate payment to the foster care provider. This determination shall be based upon an evaluation of all available evidence.

A. WHEN: A REQUEST FOR PAYMENT RECONCILIATION/RESOLUTION IS RECEIVED

WHO	HOW
Foster Care Hotline	<ol style="list-style-type: none"> 1. Based on the information received regarding a group home or FFA payment problem, completes a work order. 2. Delivers the work order to the Payment Resolution Unit.

WHO	HOW
Foster Care Hot Line	<p>NOTE: The Payment Resolution Unit Clerk will receive the COV 71 or work order; enter the child specific data into the unit computer system and deliver the COV 71 or work order to the ES.</p>
ES	<ol style="list-style-type: none"> 1. Receives the COV 71. Assigns to an EW on rotation or designated EW that processes actions for a specific group home or FFA; or receives the work order and contacts the group home or FFA and explains DCFS's policy regarding payment resolution and the requirement to complete the COV 71 as outlined in the agency contract/agreement. 2. Controls the number of actions assigned to each EW. 3. Delivers the COV 71 to the EW.
EW	<ol style="list-style-type: none"> 1. Receives the COV 71. 2. Reviews, researches and investigates to reconcile and resolve the problem. Accesses the following applications and takes appropriate action to correct the problem. <ol style="list-style-type: none"> a) CWS/CMS b) Single Index c) APPS/E-CAPS/CWS LITE d) FAD e) State program rate notification letter f) Vendor, agency payment, termination or bed hold agreement <p>NOTE: For Probation payment resolutions, EW must contact DCFS' Probation Intake Unit or Probation Department's PPU for the PROB 667 form.</p> 3. Identifies one of the following payment problems and completes its process for a resolution. <ol style="list-style-type: none"> a. BIRTH DATE RATE CHANGE <ol style="list-style-type: none"> 1) Accesses VSI, MEDS, CWS/CMS and contacts CSW to resolve birth date discrepancies.

WHO	HOW
EW	<p>2) Annotates the COV 71 with the effective date and rate amount.</p> <p>b. LEVEL OF CARE RATE CHANGE</p> <p>1) Requests the State program rate notification letter from the group home.</p> <p>2) Verifies and processes any corrective action when notification letter is received.</p> <p>3) Accesses APPS the day following corrective action to ensure action functioned.</p> <p>c. UNDERPAYMENT - DATE DISCREPANCY</p> <p>1) Completes the COV 73, notification letter requesting additional documentation.</p> <p>2) Attaches the COV 73 to the COV 71. Fax or mail it to the group home or FFA.</p> <p>3) When the documentation is returned, verifies the information and processes the appropriate action to correct the problem.</p> <p>NOTE: To resolve date discrepancies, EW may contact CSWs to verify start/stop dates; request the Agency's case notes, view court reports for placement information or periods of AWOL.</p> <p>d. NO PLACEMENT RECORDED ON A COMPUTER SYSTEM</p> <p>1) Completes the COV 70, notification letter requesting a copy of the placement agreement.</p> <p>2) Attaches the COV 70 to the COV 71. Fax or mail to the group home or FFA.</p> <p>3) Processes the initial placement action on the appropriate computer system when returned.</p>

WHO	HOW
EW	<ol style="list-style-type: none"> 4) Completes and submits a manual budget if the child has left the placement and case has been terminated. 5) Accesses CWS/CMS Lite on day 2 to ensure Payment was issued. Contacts Clerical Unit if manual budget is not processed timely. <p>NOTE: E-Caps does not update CWS/CMS Lite.</p> <p>e. PLACEMENT RECORDED - NO PAYMENT</p> <ol style="list-style-type: none"> 1) Accesses CWS/CMS and APPS to determine that payment was input correctly. 2) Mails voucher to the agency via the APPS system. <p>NOTE: In emergent situations the payment unit with approval of the Manager, can input the voucher. If accrual period is over one (1) year, ITS must release payment after APPS updates.</p> <ol style="list-style-type: none"> 3) Enters data information into payment system when completed and signed voucher is received. <p>f. PAYMENT MAILED BUT NOT RECEIVED</p> <ol style="list-style-type: none"> 1) Accesses APPS to verify issuance of payment. 2) Mails affidavits for non-receipt of payment to the group home or FFA. 3) Attaches an APPS printout to the affidavit when it is returned, and forwards to the Warrant Clerk for processing. <p>g. INCORRECT VENDOR #</p>

EW

- 1) **Completes** the COV 70, notification letter requesting additional documentation.
- 2) **Attaches** the COV 71 and **faxes** or **mails** them to the group home or FFA.
- 3) **Verifies** the vendor # when the placement agreement is returned.
- 4) **Accesses** the appropriate computer system to correct the vendor information.

h. PROBATION PLACEMENTS NOT ELIGIBLE TO FOSTER CARE FOR THE PERIOD PAYMENT IS REQUESTED

- 1) **Completes** the COV 73, notification letter, informing the group home or FFA that the child/case is not foster care eligible and that the agency must contact the Probation Department.
4. **Annotates** the corrective action or payment resolution on the COV 71. **Sign** and **date** the COV 71 indicating the completion of the assignment and **returns** copy to the Group Home or FFA.
5. **Accesses** EW Works and annotates action taken, end dates work order and updates CWS/CMS case notes.

**DCFS/~~PROBATION~~ FOSTER FAMILY AGENCY CONTRACT
INVESTIGATION/MONITORING/AUDIT REMEDIES AND PROCEDURES
(As Amended on February 24, 2017)**

These internal policies and procedures are attached to the Foster Family Agency Contract to inform CONTRACTOR's of DCFS'/~~Probation's~~ investigation/monitoring/audit remedies and procedures. These policies and procedures are subject to revision by DCFS/~~Probation~~, upon 30 days prior written notice to CONTRACTOR (which will not require a contract amendment), and DCFS/~~Probation~~ may vary from these protocols and procedures when such variance is required to protect the health and safety of the children, except that all Do Not Refer and Do Not Use actions must be approved by DCFS' Director/~~Probation Chief Probation Officer~~ or his/her Deputy Director level designee. Such variance may not be arbitrary and capricious, unreasonable or discriminatory.

DCFS/~~Probation~~ is responsible for monitoring and investigating, as a whole, all residential facilities licensed by Community Care Licensing (CCL) to provide out-of-home care when there are allegations of child abuse, neglect or exploitation. These facilities include foster family agencies, foster family homes, group homes and small family homes. During the normal course of its monitoring or as the result of an investigation, DCFS/~~Probation~~ may take action, when necessary, to protect ~~DCFS~~-placed children in these facilities, including corrective action, Hold, and/or "Do Not Refer/Use" status. Staff may recommend a corrective action plan, Hold, DNR, and/or DNU Status, regardless of whether law enforcement and/or CCL take similar action.

The Office of the Auditor-Controller is also responsible for fiscal audits of the contracts for all CONTRACTORS. Fiscal audit findings are not addressed in Exhibit N, except to the extent discussed below or specifically referenced in other parts of the Contract. Nothing in this paragraph shall prevent the COUNTY from relying on the findings of the Auditor-Controller as a basis for imposing any of the Administrative Remedies provided below.

A. Administrative Remedies

DCFS/~~Probation~~ may utilize one or more of the following actions in response to findings uncovered in the normal course of monitoring, as a result of investigations of abuse/neglect in out of home care, or in audits of program or fiscal contract requirements.

1. **Corrective Action Plan (CAP)** - When DCFS/~~Probation~~ reasonably determines that a CONTRACTOR's deficiency is correctable; a CAP shall serve as the CONTRACTOR's commitment to remedy such deficiency.
2. **Hold Status** - COUNTY retains the right to temporarily suspend referrals of children to CONTRACTOR by placing CONTRACTOR on Hold status, for up to a 45-day period at any time during an investigation, monitoring, or audit, when based on prima facie evidence, DCFS/~~Probation~~ reasonably believes, in its sole discretion, that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors. Limited to an additional 45 days, a hold status may be extended for extenuating circumstances beyond the control of DCFS/~~Probation~~, with the understanding that the extension of Hold status on a Contractor will require the approval of the Director or his Deputy Director level designee. Hold Status may also be implemented when there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or noncompliance with a significant administrative/fiscal/programmatic requirement of the FFA

Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Section 16.0. A Hold request must be approved by a Division Chief/~~Bureau~~ Chief.

3. **Do Not Refer (DNR) Status** - DNR refers to the suspension of new DCFS ~~and Probation~~ placements when COUNTY reasonably believes, in its sole discretion, based on prima facie evidence that the CONTRACTOR has engaged in conduct which may jeopardize a ~~minor or minors child or children?~~; there has been a serious event that may implicate the CONTRACTOR in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/programmatic requirements of this Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Sub-section 16.1 of the Contract, and as further described in Exhibit N. A DNR recommendation must be approved by a Deputy Director/~~Deputy~~ Chief.
4. **Do Not Use (DNU) Status** - DNU means that all Placed Children are removed from the CONTRACTOR's care within a specified period of time. No placement referrals may be made to the facility. ~~Don~~ Do Not Use Status is used when COUNTY reasonably believes, in its sole discretion, based upon prima facie evidence, that the CONTRACTOR has engaged in conduct which may jeopardize a ~~minor or minors child or children?~~; there has been a serious event that may implicate the CONTRACTOR in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/programmatic requirements of this Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Sub-section 16.1 of the Contract, and as further described in Exhibit N. A DNU recommendation must be approved by a Deputy Director/~~Deputy~~ Chief.
5. **Termination Hold** - In the event either COUNTY or CONTRACTOR terminates this Contract for convenience or for default, COUNTY shall suspend referrals of children to CONTRACTOR and remove, or cause to be removed, all Placed Children prior to the effective date of termination. In such an event, the procedures described in this exhibit will not occur. A Termination Hold must be approved by a Division Chief/~~Bureau~~ Chief.

B. CAP Procedures

1. Oral notice is given to CONTRACTOR to make needed corrections if DCFS/~~Probation~~ requires/requests immediate action, for the following child safety issues: a) lack of psychotropic medication authorizations; b) insufficient and/or inadequate clothing and essentials; c) insufficient or poor food; and/or d) poor facility or environmental issues, such as sanitation or electrical problems and other situations which are hazardous. CONTRACTOR will be given specific due dates, not to extend beyond three calendar days. DCFS/~~Probation~~ will provide written notification of the requested action within three business days
2. Where immediate action is not required, CONTRACTOR shall submit CONTRACTOR'S proposed CAP to DCFS/~~Probation~~ within 30 calendar days from receipt of written notification from DCFS/~~Probation~~ (Vendor Notification Letter), the timeframe depending on the nature of the violation. The CONTRACTOR's CAP is reviewed and approved by DCFS/~~Probation~~ within 15 business days.
3. The CAP must address each finding made in the Vendor Notification Letter. An appropriate CAP includes: the detailed action necessary to correct the deficiency; an explanation of how corrections will be implemented; an explanation of what actions will take place to ensure that the corrective action is maintained; and a thorough plan addressing prevention of subsequent

violations and/or inappropriate action. Timeframes, as necessary, will be provided, as well as who is responsible for ensuring the action(s) is/are carried out. An addendum will be required if the CAP does not adequately address all issues.

4. OHCMD/PPQA will conduct follow-up program reviews to assess for implementation of CONTRACTOR'S approved compliance monitoring review CAP. The act of monitoring may include, where necessary, unannounced visits to the home and/or agency to verify that the corrective action has been completed. Once the corrective action has been completed and verified, the CONTRACTOR is notified in writing.
5. A Hold, Do Not Refer or Do Not Use Status may be imposed at the discretion of DCFS/Probation, if the requested corrective action is not implemented and maintained or if the CONTRACTOR does not submit an approved CAP/CAP addendum within the agreed-upon timeframes.

C. Hold/DNR/DNU Procedures

1. A Vendor Notification Letter is sent, via fax and certified mail, within 72 hours of DCFS/Probation's decision to place CONTRACTOR on Hold, DNR or DNU Status, and verbal notification will be provided prior to or at the time of CONTRACTOR placement on Hold/DNR/DNU Status to the extent possible. To the extent possible and reasonable, and without interfering with any law enforcement investigation, and consistent with statutes and regulations related to confidentiality, notification will include the reason(s) for the Hold/DNR/DNU Status. The Vendor Notification Letter will also invite the CONTRACTOR to participate in a Review Conference and include a deadline for the CONTRACTOR's response (desire to participate) within 5 business days. Failure by the CONTRACTOR to respond by the deadline will result in default or waiver by the CONTRACTOR to proceed with the Review Conference.
2. During the Review Conference, the CONTRACTOR will meet with the Department's representative at the Children's Administrator III/Assistant Regional Administrator/Director or higher level, other COUNTY (DCFS, Probation and Auditor-Controller) Departmental staff, and/or Community Care Licensing to discuss the investigative and/or administrative findings and to provide an opportunity for the CONTRACTOR to respond to the findings. The Review Conference will be held within 30 days of CONTRACTOR's receipt of faxed Vendor Notification Letter of placement on Hold/DNR/DNU Status, unless CONTRACTOR waives the time limit. The Review Conference is provided to ensure that the CONTRACTOR is afforded a process for responding to allegations against them and for airing their grievances. One week prior to the then scheduled Review Conference, the CONTRACTOR has the right to present written evidence in the form of relevant declarations, affidavits, and documents and a written statement intended to be presented during the Conference. The CONTRACTOR may also request that DCFS/Probation interview any witnesses identified by the CONTRACTOR who have not already been interviewed.
3. Based on the reason (i.e., Fiscal, Contractual, Programmatic), an appropriate designated middle management level staff will conduct the Review Conference. DCFS/Probation and CONTRACTOR will both have the opportunity to present information related to the findings and each will be able to question the other with respect to each finding. Information provided by DCFS/Probation during the conference must be consistent with confidentiality laws. The CONTRACTOR may choose to seek authorization from the Juvenile Court to access additional documentation and information pertaining to the allegations, and to use such

documentation and information during the Review Conference. [The authorization/approval must be in writing from the Court.] DCFS/Probation will consider any new information presented in the CONTRACTOR's written statement and information presented during the Conference.

Consistent with the informal and non-adversarial atmosphere of the Review Conference, CONTRACTOR and COUNTY agree that only appropriate CONTRACTOR personnel and appropriate DCFS, Probation, Auditor-Controller and/or Community Care Licensing personnel shall participate in the Review Conference; and legal representatives shall not be present at the Review Conference.

4. The ~~DCFS~~ Children's Administrator III/Assistant Regional Administrator/Director or higher level staff will assess the information presented by the CONTRACTOR and make a final determination whether to withdraw the recommendation or to consult with others within DCFS/Probation with regard to the intended recommendation. This determination will be put in writing and provided to CONTRACTOR within 72 hours of the Review Conference.
5. Hold, DNR, or DNU Status may be lifted at any time that DCFS/Probation obtains information which leads ~~DCFS them~~ to believe that: 1) the original basis for imposing such status is no longer applicable, or 2) Hold, DNR, or DNU status is no longer appropriate. In instances where Hold/DNR/DNU Status no longer applies, DCFS/Probation shall act as expeditiously as possible to remove CONTRACTOR from such status.

Revised 2-24-2017

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Statement of Qualifications is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All Contractors, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Contractor is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

**CONTRACTOR'S CERTIFICATION OF COMPLIANCE
WITH CHILD, SPOUSAL, AND FAMILY SUPPORT ORDERS**

_____do hereby certify that our
(Name of Prospective Contractor)

organization complies with all orders for Child, Spousal, and Family Support and we have complied with all lawfully served wage assignments and notices of assignment.

We understand that failure to implement lawfully served wage assignments or notices of assignment will constitute a default under the contract, which shall subject the contract to termination if such default is not cured within 90 days.

Failure to comply with the above requirement may be cause for debarment.

Print Name and Title of Principal Owner, an Officer, or Manager responsible for submission of the SOQ to the County.

Signature of Principal Owner, an Officer, or Manager responsible for submission of the SOQ to the County.

Date

Print Name and Title of Principal Owner, an Officer, or Manager responsible for submission of the SOQ to the County.

Signature of Principal Owner, an Officer, or Manager responsible for submission of the SOQ to the County.

Date

**CONTRACTOR'S CERTIFICATION OF COMPLIANCE WITH ALL FEDERAL
AND STATE EMPLOYMENT REPORTING REQUIREMENTS**

do hereby certify that our

(Name of Prospective Contractor)

organization complies with all Federal and State reporting requirements related to Employment Reporting Requirements for our employees.

We understand that failure to comply with Employment Reporting Requirements will constitute a default under the contract, which shall subject the contract to termination if such default is not cured within 90 days.

Failure to comply with the above requirement may be cause for debarment.

Print Name and Title of Principal Owner, an Officer, or Manager responsible for submission of the SOQ to the County.

Signature of Principal Owner, an Officer, or Manager responsible for submission of the SOQ to the County.

Date

CONTRACTOR'S EEO CERTIFICATION

 Company Name

 Address

 Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Contractor has written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()

 Signature of Authorized Person Responsible for
Submission of the SOQ to the County

 Date

 Name and Title of Authorized Person Responsible for Submission of the SOQ to the

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☐ Vendor or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Vendor engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Vendor or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature of Authorized Person responsible for
Submission of the SOQ to the County

Date

Name and Title of Signer (please print)

CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For _____ Services:		

The Proposer/Bidder/Contractor certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

Date: _____

FEDERAL DEBARMENT AND SUSPENSION CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

This certification is required by the regulations implementing Executive Order 1259, Debarment and Suspensions, 7 CFR Part 3017, 45 CFR Part 76 and 2CFR 200.212 Part C.

Prospective Contractor certifies to the best of its knowledge and belief that its principals or affiliates or sub-contractor utilized under this contract are not:

- (a) Debarred or suspended from federal financial assistance programs and activities;
- (b) Proposed for debarment;
- (c) Declared ineligible or;
- (d) Voluntarily excluded from participation in covered transactions by any federal department or agency.

I declare that the information herein is true and correct and that I am authorized to represent this company.

Signature of Authorized Person Responsible for
Submission of the SOQ to the County

Date

Name and Title of Authorized Person Responsible for Submission of the SOQ to the
County

EXHIBIT U

CONTRACTOR'S COMPLIANCE WITH ENCRYPTION REQUIREMENTS

Contractor shall provide information about its encryption practices by completing this Exhibit. By submitting this Exhibit, Contractor certifies that it will be in compliance with Los Angeles County Board of Supervisors Policy **5.200**, Contractor Protection of Electronic County Information, at the commencement of any contract and during the term of any contract that may be awarded pursuant to this solicitation.

COMPLIANCE QUESTIONS	DOCUMENTATION AVAILABLE	
	YES	NO
1). Will County data stored on your workstation(s) be encrypted?	<input type="checkbox"/>	<input type="checkbox"/>
2). Will County data stored on your laptop(s) be encrypted?	<input type="checkbox"/>	<input type="checkbox"/>
3). Will County data stored on removable media be encrypted?	<input type="checkbox"/>	<input type="checkbox"/>
4). Will County data be encrypted when transmitted?	<input type="checkbox"/>	<input type="checkbox"/>
5). Will Contractor maintain a copy of any validation/attestation reports generated by its encryption tools?	<input type="checkbox"/>	<input type="checkbox"/>
6). Will County data be stored on remote servers*?	<input type="checkbox"/>	<input type="checkbox"/>

*cloud storage, Software-as-a-Service or SaaS

Agency Name

Name of Authorized Person Responsible for Submission of the SOQ

Authorized Person Official Title

Authorized Person Official's Signature

EXHIBIT V

**ZERO TOLERANCE HUMAN TRAFFICKING
POLICY CERTIFICATION**

Agency Name:		
Agency Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for _____ Services		

CONTRACTOR CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Prospective Contractor acknowledges and certifies compliance with Part II - Standard Terms and Conditions, Section 44.0 (Compliance with County's Zero Tolerance Human Trafficking Policy) of the proposed Contract and agrees that Contractor or a member of his staff performing work under the proposed Contract will be in compliance. Prospective Contractor further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any SOQ, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

**CONTRACTOR'S CERTIFICATION OF COMPLIANCE WITH
BACKGROUND AND SECURITY INVESTIGATIONS**

_____do hereby certify that our
(Name of Prospective Contractor)

organization complies with and completes all criminal clearances including arranging to receive subsequent arrest notifications and background checks on all staff, employees, independent contractors, and volunteers as well as all Subcontractors' staff and volunteers, prior to beginning and continuing work under this contract. Such background investigation may include, but shall not limited to criminal conviction information obtained through fingerprints submitted to the California Department of Justice.

Our organization further agrees not to engage or continue to engage the employees or volunteers on contract services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault, and lewd and lascivious acts.

We understand that failure to comply with the Background and Security Investigations provisions will constitute a material breach and be considered an event of default under the contract, which shall subject the contract to termination if such default is not cured within 3 days.

In compliance with the False Claims Act (31 U.S.C. §3729-3733), I certify that all the information on this form is true and correct.

_____ (Signature), Title _____ Date: _____

_____ (Signature), Title _____ Date: _____

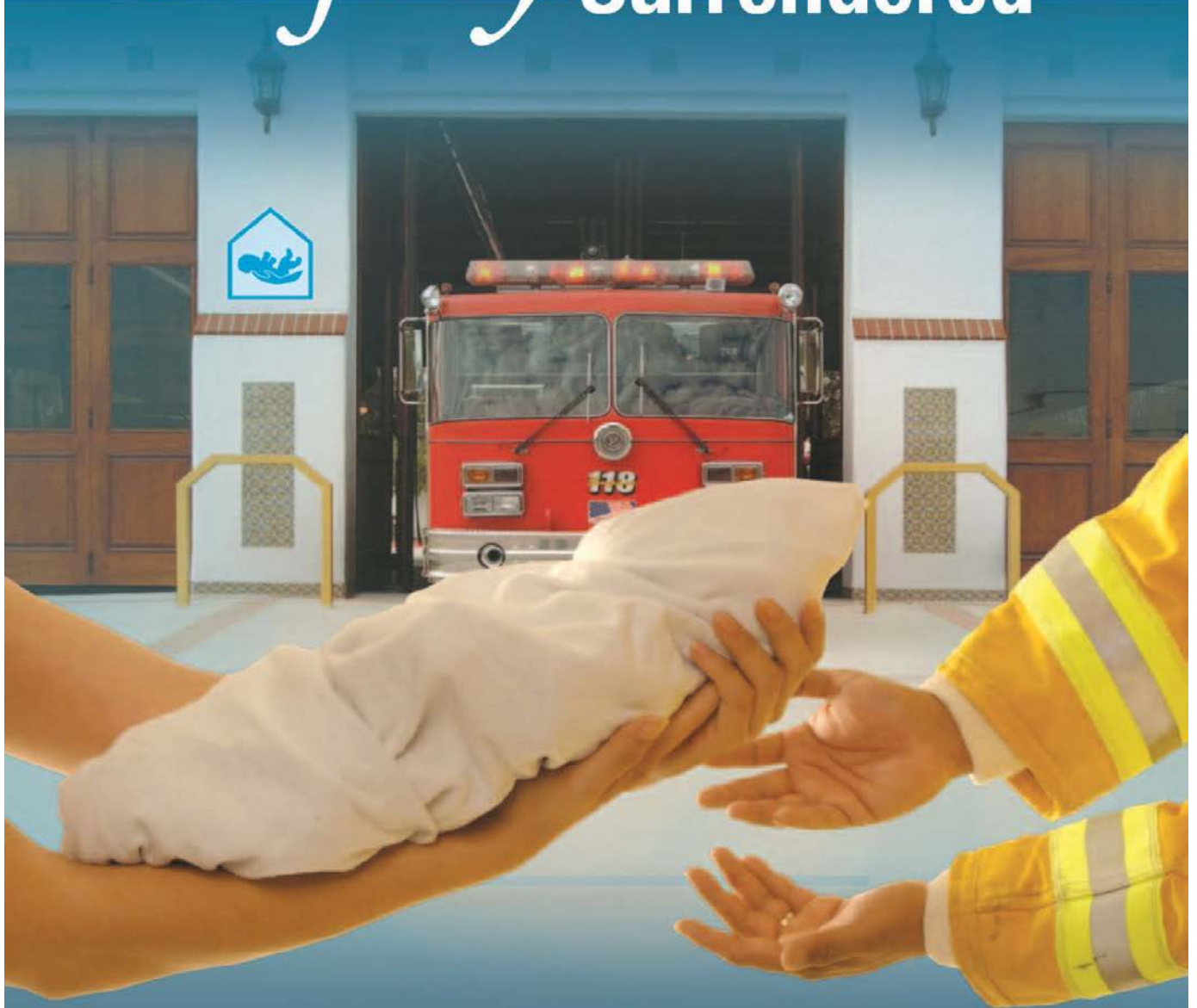
_____ Print Name of authorized signer, Chief
Executive Officer or Chief Financial Officer, or Authorized Treasurer or other Authorized signed
of the Board of Directors

SAFELY SURRENDERED BABY LAW

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

www.babysafela.org

Safely Surrendered



No shame. No blame. No names.

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

www.babysafela.org



Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



Procedural Guide
E060-0530
OVERPAYMENT POLICY

Date Issued: **10/24/12**

☐ New Policy Release

☒ Revision of existing Procedural Guide E060-0530, Overpayments, dated: 02/19/02

Revision Made: This is a complete re-write of the existing 2/19/02 policy. It has been written in the revised format, and updated to ensure compliance with all State and Federal requirements.

Cancels:

POLICY/BACKGROUND STATEMENT

The Department continues to focus on the three priority outcomes. We have identified improved safety for children, reduced reliance on out-of-home care, and improved timelines to permanency. Timely permanence is achieved, with the first permanency option being reunification, followed by adoption and legal guardianship with a relative followed by legal guardianship with an unrelated caregiver.

APPLICABLE TO

This Management Directive is applicable to Title IV-E Overpayments Collection.

WHAT CASES ARE AFFECTED

The Procedural Guide is an update to the new format, a revision of all sections regarding state regulations applicable to Aid to Families of Dependent Children – Foster Care (AFDC-FC) identification of overpayments and collection of overpayments from foster care providers. This policy is to ensure regulatory compliance standards continue to be met. This policy is applicable to all new and existing referrals and cases in which AFDC-FC overpayments were or have been discovered on or after 7/1/2009 regarding foster care providers.

OPERATIONAL IMPACT

Welfare and Institutions Code (WIC) Section 11004 requires that overpayments, which occur in public social services programs, be collected. Senate Bill 84 adopted various statutes to implement the Federal Improper Payments Act of 2002. This bill directed the State to update and create regulations defining overpayments and allowing for the collection of overpayments from all forms of foster care providers, including GHs or FFAs. As all forms of foster providers are subject to overpayment collection, this policy will address discovery of overpayments and determinations regarding the collectability of overpayments. The policy will note the different criteria governing the determination regarding collectability of overpayments from single foster homes relatives, non-related family members (NERFM) and non related legal guardians versus the criteria governing collectability of overpayments from GHs and FFAs. The policy will also review the type of due process required for all foster care providers, outlining the rights of the foster providers to request either or both an informal and/or State Fair Hearing (SFH) to dispute the overpayment discovered by the County. Last, the policy will address when an overpayment is collectible and identified for purposes of federal remittance of the 60% share along with the reporting process for uncollectible or uncollected debt to the California Department of Social Services (CDSS).

Definition of an Overpayment

An “overpayment” will be any amount of aid paid which a foster care provider received on behalf of a child to which the provider was not entitled, or an expenditure made by a Foster Family Agency or a Group Home provider not in conformity with WIC Section 11-404. A “Foster Care Provider” includes, but is not limited to, Group Homes (GHs), Foster Family Agencies (FFAs), Small Family Homes, Foster Family Homes (FFHs), Relative Homes (RHs), Non-Related Extended Family Members (NREFMs), and Non-related Legal Guardians (NRLGs). (See CDSS Eligibility and Assistance Standards (EAS) 45-304.1.11.)

The amount a provider is not entitled to is “an amount paid for any period of time in which the foster child was not cared for in that home” (CDSS EAS 45-304.122). However, if an AFDC FC eligible child is temporarily absent from an eligible facility, not more than 14 days, for school, work or training, hospitalization, visiting, vacationing, emergency circumstance, the County may make payment to the eligible facility in order to continue to meet the child’s needs. (CDSS EAS 45-302). An expenditure made by a Foster Care Provider can include payments in which a child was not in the home and will also include those expenditures not in conformity with the items outlined in Section 11-404 (CDSS EAS 45-304.11, 11-404, 11-403(c) and 11403.8).

PROCEDURES

A. WHEN: NEW DETECT LISTING INDICATES A POTENTIAL OVERPAYMENT

Overpayment/Recovery Staff Responsibilities:

1. Receive a new Overpayment Detect listing and/or assignment of potential overpayment from Eligibility (ES).
2. Access APPS, CWS/CMS and the Automated Overpayment Collection System – Integrated Financial System (IFS).
3. Review and reconcile the data on the computer systems to verify the reason for the overpayment.
 - a. If APPS, CWS/CMS and the IFS are consistent, proceed with step B. or C.
 - b. If APPS, CWS/CMS and the IFS are not consistent, contact the regional Eligibility Supervisor (ES)/Eligibility Worker (EW)/CSW and resolve the inconsistent information.

B. WHEN: THERE IS AN INVALID OVERPAYMENT/BUDGET CODING

An invalid overpayment is caused by a budget coding error. All or part of the overpayment may be invalid.

Overpayment/Recovery Staff Responsibilities:

1. Review the APPS, CWS/CMS and IFS. Determine if the regional EW's corrective budget action eliminated the overpayment on APPS.
 - a. If the corrective budget action eliminated or decreased the overpayment, enter the overpayment status code, appropriate adjustment code, and comments on the Automated Overpayment Collection System. If there is a legitimate partial overpayment remaining, proceed to step 5.
 - b. b. If the corrective budget action did not function or did not eliminate the overpayment, forward the information to the ES.

Eligibility Supervisor Responsibilities:

1. Inform the regional ES/EW/CSW via e-mail to advise them of the need for corrective action to eliminate the overpayment.

C. WHEN: THERE IS A DISCOVERED OVERPAYMENT

Overpayment/Recovery Staff Responsibilities:

1. Determine the type of foster care provider and if the overpayment is collectible or uncollectible (See section “D” to determine if collectible or uncollectible. The criteria noted in section “D” does not apply to GHs or FFAs. See section “E” regarding uncollectable criteria for GHs and FFAs.
 - a. Access the APPS and IFS and enter the overpayment status code, adjustment and comments. The following must be documented:
 - Amount of the overpayment;
 - Date of discovery of the overpayment;
 - The actual days overpaid and/or identify the expenditure not in conformity with State Regulation 11-404.
 - Aid code for which the overpayment was made;
 - Description of the circumstances that resulted in the payment error.

NOTE: Overpayment recovery will not be initiated when it has been more than one year since the initial discovery of an overpayment. The date of discovery is controlling, not the date of the actual overpayment. The initial discovery of the overpayment may occur more than one year after the actual overpayment occurred and recovery will be sought.

D. WHEN: DETERMINING IF THE OVERPAYMENT IS UNCOLLECTIBLE FROM A FFH, RH, NRLG OR NREFM

Overpayment/Recovery Staff Responsibilities:

1. An overpayment will not be collected from a FFH, RH, NRLG or NREFM when any of the following conditions exist:
 - a. The overpayment was exclusively the result of a County administrative error.
 - b. Neither the County nor the provider was aware of the information that would establish that the child was not eligible for foster care benefits in the provider’s home.

- c. The provider did not have knowledge of, and did not contribute to, the cause of the overpayment(s).
- d. The cost of the collection exceeds the amount of the overpayment, i.e. costs which the County will consider when determining the cost effectiveness to collect are total administrative and personnel costs, legal filing fees, investigative costs, and any other costs which are applicable. (This will require a Director's Write-Off. See Management Directive #11-03, dated 11/10/11.)
- e. If the above circumstances in (a), (b), or (c) occur, this is considered an Uncollectible Overpayment. The staff will request a voluntary repayment (SOC 841). If the circumstance is as set forth under (d) above, Director's Write-Off, no further attempts to collect, including voluntary repayment, will occur.
 - Initiate the SOC 841, Notice of Overpayment and Request for Voluntary Repayment. If the provider does not respond, no further collection efforts are to be made. The overpayment remains an "Uncollectible Overpayment."
 - If the caregiver agrees to a voluntary repayment of the overpayment, determine the method of payment:
 - 1. Voluntary lump sum repayment;
 - 2. Voluntary repayment agreement; or
 - 3. Voluntary grant offset.
 - Complete the Voluntary Repayment Agreement as appropriate.
- f. If any of the circumstances listed in 1 a, b, c, or d have occurred and the overpayment remains uncollectible or should not be pursued, the staff will ensure that the documentation required by Management Directive # 11-03 is reviewed and prepared. Further, ensure that the report and supporting documentation are included in the monthly report to the State Department of Social Services regarding uncollectible overpayments.

NOTE: Caregiver and Department of Children and Family Services (DCFS) staff must sign the Voluntary Repayment Agreement. Regulations do not prevent counties from collecting an overpayment that results from the payment of aid paid pending.

E. WHEN: DETERMINING IF THE OVERPAYMENT IS UNCOLLECTIBLE FROM A GH OR FFA

Overpayment/Recovery Staff Responsibilities:

1. An overpayment is not collectible from a GH or FFA under the following conditions:
 - a. The GH or FFA is no longer in business (CDSS EAS 45-304.126).
 - b. The GH or FFA is no longer licensed by the State Department of Social Services (CDSS EAS 45-304.126);
- If the overpayment involved payment to a GH or FFA for periods of time when the child was not in the home, and it is discovered during the process that the agency has gone out of business or is no longer licensed by the CDSS, the County will not take any further action or activity which could lead to the establishment of an overpayment. The County is required to contact the CDSS and seek prior written approval from CDSS to continue to take action to collect. If CDSS denies the County the right to collect, the overpayment will be uncollectible and the Department will be relieved from repayment of the federal share (CDSS EAS 45-304.126); (a) and (b) and WIC 11466.23(c)(1)(C).
- If the overpayment involved a GH or FFA which identified expenditures not in conformity with State Regulation 11-404, the County will not initiate a financial or fiscal audit nor will it take any action in furtherance of an existing financial or fiscal audit. The County will not perform any activity that could lead to the establishment of an overpayment. Again, the County is required to contact CDSS and seek prior written approval of CDSS to continue to take action to collect. If CDSS denies the County the right to collect, the overpayment will be uncollectible and the County will be relieved from repayment of the federal share (CDSS EAS 45-304.126); (a) and (b) and WIC 11466.23(c)(1)(C).
- Again, under these circumstances no voluntary attempts (SOC 841) to collect the overpayment should be attempted, if the CDSS does not authorize collection processes to continue.
- The following will be maintained in DCFS files indefinitely: 1) Letter to CDSS regarding the overpayment and closure or loss of license and requesting direction on collection within 30 days; 2) CDSS written response denying collection or documentation of no response from CDSS authorizing collection within 30 days; 3) All supporting documentation regarding the discovery of overpayments including, but not limited to, signed vouchers, Auditor Controller Reports, documentation on attempts to resolve the amount, information supporting the closure and/or lack of licensure of the GH or FFA; 4)

Any other records developed up to and including the written response or lack thereof, from CDSS denying the ability to take further action to collect.

- c. If the cost of the collection exceeds the amount of the overpayment, (i.e. costs which the County will consider when determining the cost effectiveness to collect are total administrative and personnel costs, legal filing fees, investigative costs, and any other costs which are applicable) see Management Directive #11-03 regarding Director's Write-Off and preparation of the report for documentation and reporting to the CDSS as an uncollected debt (CDSS EAS 45-304.125 and WIC 11466.23(c)(1)(B)).

F. WHEN: THE OVERPAYMENT IS DETERMINED COLLECTIBLE FROM THE FOSTER CARE PROVIDER

Overpayment/Recover Staff Responsibilities:

1. GH, FFA, FFH, RH, NRLG, NREFM.

Take the following steps:

- a. Determine from whom the overpayment may be recovered;
 - b. Document the amount of the overpayment;
 - c. Document actual dates of the overpayment and/or the items not in conformity with State Regulation 11-404.
 - d. Document the date the overpayment was discovered. (This is the date it was determined that the amount was a valid, collectable overpayment);
 - e. Enter the Aid code for overpayment;
 - f. Document the reason that the overpayment occurred.
2. Complete the NA 1261, Notice of Action sending two (2) copies to the provider and maintain one copy in the overpayment file. Document by proof of mailing or by cover letter the date the NA 1261 was mailed. If this is a GH or FFA overpayment identified by Audit, ensure that all other necessary documents are also issued with the NA 1261 (Audit Report, FCAP, etc.)
 3. Log the information regarding the NA 1261 into the SB 84, Control Log (in Excel).

4. Set a control date for a 30-day response for request of an Informal Hearing and a 90-day response to verify if a request for SFH has been made to the DCFS Appeals State Hearing Unit.

NOTE: The foster care provider has 30 days from the mailing of the NA 1261 to either fully pay the overpayment, enter into a mutually agreed upon repayment plan or provide a written request for Informal Hearing. If the foster care provider does not request a 30-day Informal Hearing, the foster care provider will have 90 days from the date of mailing the NA 1261 to request a SFH. Failure to request an informal review of the County overpayment determination, either by Informal Hearing or SFH, will result in the overpayment being identified for collection two (2) days after the date the overpaid foster care provider's time frame to request review has elapsed or has been exhausted.

- a. An overpayment will only be collected from a provider who actually received the overpayment. Overpayments will not be collected from subsequent providers who provide care to a child for whom overpayment was assessed.
- b. For recoupment of overpayments made to GHs and FFAs which are not in conformity with State Regulation 11-404, the repayment will reduce any subsequent payments by an amount equal to the amount of the administrative portion of the monthly payment to the provider using an offset methodology indicated in State Regulation 45-305 (CDSS EAS 45-304.33). The Department can consider other forms of grant offset and, by analogy to other regulations, could allow offset up to the amount of 10% of the monthly administrative portion.
- c. If the overpayment is for periods of time when the child was not present in the care of the foster provider, and the child for whom the overpayment was assessed is no longer in the home of the provider, grant adjustment and grant offset will not be used to recover the amount of the overpayment. This applies even if the provider is caring for other foster care children. However, if the child is still in the care of the foster care provider:
 - Determine the appropriate recovery method and the amount to be recovered.
 1. Voluntary lump sum repayment;
 2. Voluntary repayment agreement; or
 3. Voluntary grant offset.

- Explain “voluntary grant offset” to the caregiver who is still providing foster care to the child for whom the overpayment is assessed.
1. If the caregiver is willing to voluntarily repay the overpayment, complete a written agreement with the caregiver indicating the amount of the overpayment and include the repayment schedule. Ensure the caregiver signs and dates the agreement.
 2. If this is an overpayment for a GH or FFA and it includes expenditures not in conformity with CDSS EAS 11-404 as a result of an Auditor Controller Report, provide the necessary information to the Treasurer Tax Collector (TTC) if a voluntary settlement agreement has been reached.

G. WHEN: GH, FFA, FFH, RH, NRLG OR NREFM RESPONDS TO AN OVERPAYMENT NOTICE WITH CASH, CHECK OR MONEY ORDER

Overpayment/Recovery Staff Responsibilities:

DCFS has a “collections account” that provides timely deposits of collected revenue and eliminates the risk of loss of funds. This is an interdepartmental collaboration with the Treasurer-Tax Collector and DCFS. The account is known as the “Sweep Account for Overpayment Collections.”

1. Receive payment in the following manner:
 - a. Cash;
 - b. Check; or
 - c. Money order
2. If paid by check or money order, confirm the following:
 - a. Amount indicated is the same both in written section and the dollar amount section.
 - b. Confirm that it is signed.
 - c. Checks should be made payable to DCFS and/or County of Los Angeles.
3. Complete the payment control log. Annotate the cross-reference to the GH/FFH/relative/foster parent. Photocopy the check or money order. Annotate on the payment control log the following:
 - a. Check number;

- b. Invoice number;
 - c. Amount submitted.
4. Initial the check or money order.
 5. Endorse, by stamping all checks and money orders 'for deposit only' immediately.
 6. If cash is received, ensure that a non-vested designated person witnesses the amount and receipt.

NOTE: It is illegal to photocopy cash. All case transactions will be witnessed and verified by staff with non-vested interest.

7. Reconcile the payment control log with the cash, checks and/or money orders received.
 - a. If the list and amounts are not reconciled, proceed with step 2 above until accountability is accomplished.
8. Deliver the cash, checks, and deposit forms to the Finance Deposit Unit.
9. Deliver one copy of the checks, supporting documents and deposit forms to the Overpayment Recovery Unit Clerk.

NOTE: The Unit Clerk will enter/post payments to the Automated Overpayment Collection system. The Unit Clerk will forward the copy of the checks, supporting documents and payment control log to the appropriate overpayment Account Clerk.

Reconciliation Staff Responsibilities:

1. Finance Deposit Unit identifies inconsistencies on the Deposit Forms.
2. Receive Deposit Permit Report from e-CAPS.
3. Reconcile e-CAPS report to the Cash deposit log.

Quality Assurance Staff Responsibilities:

1. Conduct a random sampling of all Overpayment Recovery Unit activities.
2. Complete a report of the findings and deliver the report to the manager.

H. WHEN: GH, FFA, FFH, RH, NRLG OR NREFM RESPONDS TO AN OVERPAYMENT NOTICE WITH A WRITTEN REPAYMENT PLAN

Overpayment/Recovery Staff Responsibilities:

1. When the County and caregiver reach a mutually agreed upon repayment plan solely related to overpayments of aid when the child was not in the home:
 - a. Access the IFS and review the specific ledger and statement.
 - b. Enter the status and comments.
 - c. Complete and sign voluntary repayment agreement and ensure provider reviews and signs.
 - d. Set a control for receipt of all agreed upon monthly payments.

NOTE: There are no State Appeals Hearing rights regarding overpayments made to foster care providers, including GHs and FFAs where the claimant entered into a voluntary repayment agreement.

I. WHEN: GH, FFA, FFH, RH, FOSTER PARENT, NRLG OR NREFM RESPONDS TO AN OVERPAYMENT NOTICE WITH A WRITTEN REQUEST FOR AN INFORMAL HEARING AND OR STATE FAIR HEARING

Administrative Assistant Responsibilities:

Informal Hearing Requested

1. When an Informal Hearing Request is received:
 - a. Access the Hearing Control Log entering the status and comments.
 - b. Forward the Informal Hearing request and any attached supporting documentation to the ES for review.
2. Contact the provider and schedule date, time and location of informal hearing. Give the provider a written notice of the time and place of the informal hearing, not less than ten (10) days prior to the hearing date.
3. The notice will provide a scheduled date, time and location information to the Informal Hearing designee. The notice should also provide a contact number for the Informal Hearing designee to assure contact can be made at the location where the Informal Hearing will occur. (See Notice form to

Single Family Foster Home/Relative/Legal Guardian/NERFM and Notice for to Foster Family Agency/Group Homes.)

Overpayment/Recovery Eligibility Supervisor Responsibilities:

1. Review for completeness the Informal Hearing Request and any attached documentation.
2. Obtain any additional supporting documentation to confirm the disputed overpayment.
3. Forward the Informal Hearing Request and supporting documentation to the designee who will be conducting the hearing.

Informal Hearing designee Responsibilities:

1. The Informal Hearing designee will be a person designated by the County, knowledgeable in the subject area and will not be the person who made the initial overpayment decision or the person who supervised the person who made the initial overpayment decision.
2. At the time of the Informal Hearing the Informal Hearing designee will discuss with the provider and will be limited to considering the following:
 - a. The informal hearing will be limited to consideration of the correctness of the initial overpayment determination for any foster provider. If the foster provider is a Foster Family Home, Relative Home, NERFM or non-related Legal Guardians, the Informal Hearing designee will determine whether any of the following conditions in CDSS EAS 45-304.123 exist: in Section 45-304.123:
 - The overpayment was exclusively the result of a County Administrative error;
 - Neither the County nor the provider was aware of the information that would establish that the child was not eligible for foster care benefits in the provider's home;
 - The provider did not have knowledge of, and did not contribute to the cause of the overpayments.
3. If asked by the provider or questions arise regarding voluntary repayments, the County may discuss methods of voluntary overpayment recovery, as appropriate.
4. After the hearing, the County employee who conducted the informal hearing will prepare a letter, which contains the decision on each issue considered

at the informal hearing and set forth all regulations, which support the written decision. The decision will be mailed to the provider. The written decision will also inform the provider that they can appeal the informal hearing decision at a formal state fair hearing. A copy of the written decision will be retained in the overpayment case.

5. When an informal hearing is requested, it suspends the 90 day period the provider has to request a State Fair Hearing. Therefore, when the written decision regarding the informal hearing is mailed, it restarts the time period for a request for a State Fair Hearing. The provider will have 90 days to request a State Fair Hearing from the date of mailing of the decision. Therefore, DCFS needs to assure that the date of mailing is accurately recorded either by proof of service or verification that the decision was placed in the U.S. mail on a specified date.
6. If a provider requests an informal hearing and withdraws or fails to appear at the informal hearing, the provider will have 90 days from the date of withdrawal or failure to appear, whichever occurs first, to request a State Fair Hearing (CDSS EAS 45-306.3).
 - a. If the Informal Hearing designee receives a telephone call or a letter withdrawing the request for informal hearing, the Informal Hearing designee will send a confirming letter regarding the telephone call or receipt of the letter. The letter will also include a statement that the provider will have 90 days from the date of withdrawal to request a State Fair Hearing.
 - b. If the Informal Hearing designee sets a hearing and the person fails to appear at the set time, date and location, the Informal Hearing designee will attempt to contact the provider by telephone after waiting 45 minutes for their appearance. If the party is reached, the Informal Hearing designee can determine good cause and re-schedule the hearing. If the party is not reached, the Informal Hearing designee will issue a letter. The letter will indicate that an informal hearing was scheduled on the set time, date and location and will attach the notice issued. The letter will further state that the failure to appear concluded the informal process and that the provider will have 90 days from the date of failure to appear to request a State Fair Hearing.

Formal State Fair Hearing Requirements:

1. The foster care provider can request either or both the informal hearing and State Fair Hearing. The staff tracking the administrative rights of the foster care provider will consider the following, prior to determining the regulatory hearing processes have concluded.

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

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

Overpayment/Recovery Staff Responsibilities:

1. At the control date (30 days), (see step 4 on page 8), if the provider does not return the overpayment, enter into a mutually agreed-upon repayment plan, or has not requested an Informal Hearing. (If the provider requested an Informal Hearing, see Informal Hearing designee Responsibilities, Informal Hearing Request above.) Call the agency and continue to make additional attempts to voluntarily resolve payment issue(s), during the 90

day period. Do not discuss with the agency State Fair hearing rights. If questions are asked, refer them to the NOA 1261 and any other documents, issued regarding their rights to dispute the overpayment.

2. If the provider has requested a 30 day Informal Hearing, contact the person designated to hear the matter regarding the date set. Thereafter, request the date the hearing decision was mailed to the foster care provider. Set a 90 day control date, from the date of mailing to determine if the provider requests a State Fair hearing.
3. If no Informal Hearing was requested, await the control date of 90 days, to determine if the provider returns the overpayment, enters into a mutually agreed upon repayment plan or requests a State Fair Hearing. If by the 92nd day, there is no request for review of the County overpayment, the amount(s) will be deemed collectible and identified. (If the provider did request a State Fair Hearing, see Formal State Fair Hearing Requirements on page 14. Do not process collection until exhaustion of the administrative hearing process or the foster provider determines to enter a voluntary agreement.)
4. If payment issue is not resolved and administrative due process has lapsed or been exhausted, 92 days from the date of mailing the NA 1261 or two (2) days after the exhaustion of administrative due process, the overpayment is now identified and an aid claim adjustment for the federal share is required. The overpayment is now collectible and no further options to dispute the County determination of overpayment are required. The County can collect under the involuntary processes set forth in CDSS EAS 45-305.3, if the provider continues to refuse to enter into a voluntary repayment plan.
 - a. Upon the 92nd day, two days after the date the overpaid provider's time frame to request administrative review has elapsed, the overpayment is considered identified. The County will remit the federal share to CDSS no later than 20 calendar days after the end of the month in which the overpayment was identified by making an aid claim adjustment in the amount equal to the federal share.
 - b. For voluntary repayment by any type of foster care provider, see Section F. step 4.c.
 - c. For involuntary repayment for foster family homes, relative homes, NERFMs and non-related legal guardianships. These actions will only be used when voluntary agreements to repay have failed or there has been a failure of repayment under the provisions of a voluntary agreement. Below is the priority of involuntary collection.
 - Grant adjustment. The overpayment is due to aid paid when the child was not in the home of the provider agency (CDSS EAS 45-

304.122). The subject child remains in the home or agency of the foster care provider. Grant offset is not available when the provider is caring for different children other than the child for whom the overpayment was assessed. DCFS can deduct no more than 10% of the total monthly grant, each month (CDSS EAS 45-305.321).

- Collection of interest. Interest will be calculated based on principal and interest of 5 percent of the annual income prorated on a monthly basis, with simple interest on the overpayment amount based on the Surplus Money Investment Fund. Interest can not be collected if it will cause financial hardship for the provider to provide adequate care. Interest can not be collected if 1) the payment was made to meet the child's needs while the child was absent from the home; 2) the overpayment was the exclusive fault of the County; or 3) the provider did not contribute to the overpayment. (See CDSS EAS 45-305.331-332.)
 - Civil Judgment. If the provider fails to comply with a voluntary agreement, a demand for repayment and a grant offset is not available as the provider is no longer providing services to the child for whom the overpayment was assessed, the County will, unless the costs exceed the amount of the overpayment by instigating civil action, obtaining a judgment, recording abstract of civil judgment, executing a civil judgment or providing the information that the cost of the above described actions will exceed the amount of the overpayment to allow for a Director's Write-Off of the amount. (See MD #11-03, dated 11/10/11).
- d. For involuntary repayment for Group Homes and Foster Family Agencies. These actions will only be used when voluntary agreements to repay have failed or there has been a failure of repayment under the provisions of a voluntary agreement. The County is to follow the priority of involuntary collection procedures set forth in Administrative Standards for Eligibility and Assistance Programs AFDC-Foster Care Rates (EAS), Section 11-402.66. Per MPP 45-305.34, the term "County" in MPP 11-402.66 (and sub-sections), is to be substituted for the word "Department" wherever it appears in MPP 11-402.66. The priority of collection processes for Group Homes and Foster Family Agencies is as follows:
- Lump sum payment. The GH/FFA can choose one payment or the GH/FFA re-payments over a 12 month period. No interest to be assessed if an amount under \$100,000 is paid in 6 months. No interest to be assessed if an amount over \$100,000 is paid in 12 months. From the date of the executed agreement, interest shall not be assessed. If this is a self reported overpayment by the FFA or Group Home and 30 days have not elapsed, the FFA or GH has the right of reconciliation. If they fail to reconcile the self reported

overpayment within the 30 day period pursuant to 11-402.632(a), speak to county counsel regarding additional activities required by the FFA or GH. Have the county counsel review the regulations and the attempted at reconciliation, prior to determining the GH/FFA was provided the opportunity to reconcile the “overpayment” amount in the audit and failed. A group home provider who fails to reconcile in accordance with Section 11-402.632(a)(1) shall be subject to Sections 11-402.3, 11-402.5, and 11-402.6. This is satisfied by the pre-exit and final exit conference provided by the Auditor Controller’s Office. Further, the County can use a balancing process whenever an amount is owed to a provider by crediting the amount owed towards repayment of a sustained overpayment. (CDSS EAS 11-402.662)

- Demand for repayment agreement. 30 days after overpayment is identified or 30 days from the postmark date of letter notifying the GH/FFA of the demand for overpayment agreement, **after the informal hearing and State Fair Hearing processes have completed**, either by actual hearing in favor of DCFS or failure of the GH/FFA to request either hearing, the GH/FFA can enter into a repayment agreement. This agreement is required to contain specific language set forth in CDSS EAS 11-402.663 (a) thru (g). The repayment agreement will set forth a repayment schedule to repay amounts, which include interest, not to exceed a 9-year period. Interest begins to accrue on the date of issuance of the audit report containing the overpayment amount. The minimum monthly amount, including interest, will be 3% of the program’s monthly income. Interest will be based on simple interest calculations (see calculations set forth in CDSS EAS 11-402.663(c)1-3). This agreement may be re-negotiated if it results in severe harm to children in placement and specified conditions exist (conditions set forth at 11-402.663(g) 1 & 2). (CDSS EAS 11-402.663)
- Mandatory repayment agreement. When the GH/FFA provider fails to enter into the repayment agreement in the above bullet or there are three (3) outstanding payments on a repayment agreement before the overpayment is repaid, the County can set forth a mandatory repayment agreement in accordance with WIC 11466.22(d)(4). The requirements and the amount can be raised to an amount which will assure it is repaid in seven (7) years. Otherwise, the repayment period is not to exceed seven (7) years, minimum monthly amount will be 5% of the monthly income, including interest, and can be collected by off setting against the current group home provider reimbursement rates (CDSS EAS 11-402.664).

- Administrative offsets MPP 45-304.33, the County will employ an offset to the administrative portion of subsequent payments by the method noted MPP 45-305. (See Section J. step 4.c. above).
- Additional Action/Supplements to Rate. In addition to the collection process in the 2nd bullet under d. on page 17, when a GH/FFA is subject to mandatory repayment the following requirements apply; a) In addition to the repayment reduction of 11-402.664, 50% of any California Necessities Index (CNI) increases and any adjustments to the Standardized Schedule of Rates in the AFDC-FC program will be withheld and applied and b) The GH/FFA program will be ineligible to receive program change that results in an increased rate classification level (RCL) until the amount is recovered or a waiver is granted by CDSS. (If waiver granted and an increased RCL occurs, it will be subject to 11-402.664 recovery amounts. (See CDSS EAS 1-402.665 and contact county counsel for assistance.)
- Additional Action/Certificate against real or personal property of group home. In addition to collection processes, the County may also file a certificate against the real or personal property of a group home provider, in accordance with WIC 11466.33. The code section contains multiple requirements to review, prior to making the determination to file a certificate. If all requirements are met to file the certificate, it is to be filed with the County Clerk. The County Clerk may then file a lien against the property. The County may bring action within a 10-year period and seek judgment, allowing for the filing of an abstract of judgment. (See CDSS EAS 11-402.666.)
- Additional Action/County action impacting RCL Rate. This section (in conjunction with .668) indicates contact can be made with CDSS regarding the GH/FFA's failure to repay an overpayment and request termination of the RCL. If DCFS determines to take this action, DCFS should only do so after the providers due process has completed in favor of the County by State Fair Hearing or civil judgment. The Initial Statement of Reasons, issued with the emergency regulations, limit the action of the County to "collection". Contact with County Counsel should occur to determine if this action could occur and assure that the requirements of CDSS EAS 11-402.667 have been met.
- Additional Action/County request for RCL rate termination. The County, DCFS, does not have the right to act in the capacity of CDSS for the purpose of terminating a Group Home or Foster Family Agencies' rate as indicated in CDSS EAS 11-402.3.393 and 394. As indicated in the bullet above, the County could request CDSS to consider terminating an RCL rate in conjunction with its collection actions. The Initial Statement of Reasons issued with the emergency

regulations limit the action of the County to “collection.” Contact with County Counsel should occur to determine if this action could occur and assure that the requirements of CDSS EAS 11-402.668 have been met.

5. CONTRACTUAL REMEDIES, in the event CONTRACTOR does not return payment, or enter into an agreement for payment on a mutually agreed upon timeframe:

- Prepare a recommendation to place the home on “Hold”/“Do Not Refer: (DNS)”/“Do Not Use” (DNU) and submit to the manager for approval process to the Director of DCFS. (See Foster Family Agency or Group Home Contracts regarding the process for “Do Not Refer.”)
- In the event CONTRACTOR does not return an Overpayment, either under the terms of a voluntary agreement or under the terms of an involuntary repayment agreement after exhaustion of due process in favor the COUNTY, COUNTY may place a Hold Status, DNR Status, DNU Status, Corrective Action Plan.
- County will provide written notice of its intention to place CONTRACTOR on a Hold/DNR/DNU Status at least 15 days in advance.
- COUNTY will notify CONTRACTOR in writing within 72 hours of DCFS’ decision to place CONTRACTOR ON Hold/DNR/DNU.
- Verbal notification of such actions will be provided prior to or at the time of CONTRACTOR’S placement on Hold/DNR/DNU Status to the extent possible.

NOTE: When Hold/DNR/DNU Status is recommended, the written notification letter will include the reason(s) for placing Contractor on Hold/DNR/DNU. It will also invite Contractor to participate in a Review Conference to discuss the COUNTY’s decision and include a deadline by which the CONTRACTOR must indicate its intent to participate in the Review Conference. Fax the notification to the GH/FFA, keeping a copy of the confirmation of receipt of FAX.

ADMINISTRATION OF CONTRACT
COUNTY'S ADMINISTRATION

CONTRACT
NO. _____

COUNTY PROGRAM DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

COUNTY PROGRAM MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

COUNTY CONTRACT PROGRAM MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

SERVICE DELIVERY SITES FOSTER FAMILY AGENCY

Administrative Office/Headquarters

AGENCY NAME	AGENCY CORPORATE ADDRESS	AGENCY CONTACT PERSON	TELEPHONE NUMBER/ EMAIL ADDRESS

Name of FFA Director: _____

Licensed Facilities Included in this Contract

FACILITY NAME	YOUTH SERVED (DCFS, Probation, or Dually Supervised)	FACILITY ADDRESS	FACILITY MANAGER	TELEPHONE NUMBER/ EMAIL ADDRESS

Use additional sheets if necessary.

SERVICE DELIVERY SITES☐ **Yes** ☐ **No**

Are any of the facilities listed above on County owned or County Leased property? If yes, please provide an explanation:

☐ **Yes** ☐ **No**

Do any or your agency's Board members or employees, or members of their immediate families own any property leased or rented by your agency? If yes, please provide an explanation.

On behalf of _____ (Contractor's name), I _____
(Name of Contractor's authorized representative), certify that the information contained in this Service Delivery Sites – Exhibit BB is true and correct to the best of my information and belief.

Print Name and Title of Principal Owner, an Officer, or Manager responsible for submission of the SOQ to the County.

Signature of Principal Owner, an Officer, or Manager responsible for submission of the SOQ to the County.

Date

EXHIBIT BB

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DISCHARGE SUMMARY FOR DCFS: FOSTER FAMILY AGENCY¹

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

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

3. Was the child discharged to Permanency?

Yes [] No []

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

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

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

Yes [] No []

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

Yes [] No []

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

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

ILP/Emancipation goals: Yes [] No []

Educational goals: Yes [] No []

Mental Health Treatment goals: Yes [] No []

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

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

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

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

CERTIFICATION OF COMPLIANCE WITH ADOPTION REQUIREMENT

The undersigned hereby certifies that all Foster Parents approved by

_____ as of October 1, 2016, shall be dually
Legal Name of Organization

licensed as foster care and adoptive home providers.

Print Name and Title of Principal Owner, an Officer, or Manager authorized to bind
Contractor in a Contract with the County

Authorized Signature of Principal Owner, an Officer, or Manager authorized to bind
Contractor in a Contract with the County

Date

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NOTICES SHALL BE SENT TO CONTRACTOR'S CORPORATE ADDRESS. PLEASE ENTER YOUR ORGANIZATION'S CORPORATE ADDRESS AS INDICATED ON THE ORGANIZATION'S CERTIFIED STATEMENT OF INFORMATION (SOI). THE DESIGNATED CONTACT PERSON(S) WILL RECEIVE ALL CORRESPONDENCE TO THIS CONTRACT.

Organization Name:

Contact Person:

Street Address:

City, State, Zip:

Telephone:

Facsimile:

E-Mail Address:

Contact Person:

Street Address:

City, State, Zip:

Telephone:

Facsimile:

E-Mail Address:

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

(Individuals authorized by the Board to bind Contractor in a Contract with the County)

Name:

Title:

Street Address:

City, State, Zip:

Telephone:

Facsimile:

E-Mail Address:

Name:

Title:

Street Address:

City, State, Zip:

Telephone:

Facsimile:

E-Mail Address:

IF THERE ARE ANY CHANGES, A NEW CERTIFIED SOI MUST BE SUBMITTED TO:

**DCFS Contracts Administration Division
Attn: Contracts Division Manager
425 Shatto Place, Room 400
Los Angeles, CA 90020**

I hereby certify that the above information is correct. If any changes occur an updated Contractor's Administration Form and a new certified SOI will be submitted to DCFS Contracts Administration Division at the above address.

Print Name of Individual Authorized to Bind Contractor in a Contract with the County

Signature of Individual Authorized to Bind Contractor in a Contract with the County

Date

EXHIBIT FF

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SHARED RESPONSIBILITY PLAN – INSTRUCTIONS**EXHIBIT GG****INTRODUCTION**

The purpose of the Shared Responsibility Plan (SRP) is to help develop the parent-child bond, assist the teen parent in her/his transition to independence, and create a successful, supportive and nurturing placement for both the teen and the child.

The SRP shall be designed to preserve, strengthen and maintain the continuity of the teen parent family unit (teen parent & child), to facilitate a supportive home environment for the teen parent and the child, and to ultimately enable the teen parent to independently provide a safe, stable, and permanent home for the child. 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 SRP is an agreement between the dependent teen parent and her/his caregiver about the duties, rights and responsibilities each has with regard to the teen parent's nondependent child. In general the SRP does the following:

1. It is a schedule for the teen parent and the foster parent, so each one knows what they are responsible for in regards to the care of the child.
2. It is flexible, because things can change from week to week (e.g., changing needs of child's and toddlers and the teen parent's changing school; employment or other outside responsibilities, etc.). It might be necessary to review and revise the SRP on a weekly basis (or even more frequently).
3. It includes strategies for dealing with miscommunication or disagreements between the dependent teen parent and the foster parent about care of the child.
4. It identifies supportive services to be offered to the teen parent by the caregiver or, in the case of a certified home, the FFA providing direct and immediate supervision to the caregiver, or both.
5. It supports the teen parent's Case Plan (including the TILP) and any visitation orders made by the court.

THE SHARED RESPONSIBILITY PLAN (SRP) MUST SUPPORT THE TERMS AND CONDITIONS OF THE CASE PLAN AND PROVIDE FOR THE FOLLOWING GOALS AS APPROPRIATE:

Services:

To the greatest extent possible, dependent teen parents and their non-dependent children living together in foster care shall be provided with access to existing services (e.g., ILP) for which they may be eligible that are specifically targeted at supporting, maintaining, and developing both the parent-child bond and the teen parent's ability to provide a permanent and safe home for her/his child. Examples of these services may include, but shall not be limited to: child care, parenting classes, child development classes and frequent visitation.

Education:

The teen parent shall be given the ability to attend school, complete homework, and participate in age and developmentally appropriate activities unrelated to and separate from parenting.

Support & Assistance:

Foster care placements for teen parents and their children shall demonstrate a willingness and ability to provide support and assistance to dependent teen parents and their children.

Contact between the child, the teen parent and the noncustodial parent:

Contact between the non-dependent child, the dependent teen parent, and the noncustodial parent shall be facilitated when that contact is found to be in the best interest of the non-dependent child (refer to FYI 07-10, Teen Parents In Foster Care: New Laws Regarding Visits).

SHARED RESPONSIBILITY PLAN – INSTRUCTIONS**EXHIBIT GG**

THE SHARED RESPONSIBILITY PLAN (SRP) MUST ADDRESS THE FOLLOWING DUTIES, RIGHTS, AND RESPONSIBILITIES OF BOTH THE DEPENDENT TEEN PARENT AND THE CAREGIVER WITH REGARD TO THE NON-DEPENDENT CHILD:

- Feeding Schedule
- Clothing and Dressing
- Hygiene including Diapering
- Purchase of necessary items, including, but not limited to:
(This includes both one-time purchases and items needed on an ongoing basis.)
 - Safety items
 - Food
 - Clothing
 - Age appropriate toys and books
 - Other
- Health care
- Transportation (as appropriate) to:
 - Health care appointments
 - Child care and Babysitting
 - School
 - Other
- Provision of child care and babysitting
- Discipline
- Sleeping arrangements (no co-sleeping)
- Age Appropriate activities (Mommy & Me, Parks, Zoo, Swim, etc.)
- Visits among the child, his or her noncustodial parents, and other appropriate family members, including the responsibilities of the teen parent, the caregiver, and the foster family agency, as appropriate, for facilitating the visitation
- Special Needs
 - Regional Center – Early Intervention Services
 - Special Education

COMPLETION INSTRUCTIONS

(A Shared Responsibility Plan may be completed for each non-dependant child)

Who develops the SRP:

The SRP is to be developed between the teen parent, caregiver, CSW, and FFA social worker (when applicable). Additional input may be provided by any individuals identified by the teen parent, including the other parent of the child, if appropriate, and other extended family members.

When the SRP must be developed:

The SRP is to be developed as soon as is practicably possible within the first 30 days of the teen parent's placement in the Whole Family Foster Home (WFFH). If the CSW or the FFA social worker (when applicable) is/are not available to participate in the creation of the SRP within the first 30 days of the teen parent's placement, the teen parent and caregiver may develop a SRP for the purposes of fulfilling the requirements for the SRP Rate. The SRP must be submitted to the CSW for approval and initiation of the SRP Rate and may be modified at a later time when other individuals become available.

SRP Rate:

The caregiver must provide DCFS with a copy of the SRP and must advise DCFS of any subsequent changes to the SRP. Once the SRP has been completed and approved by the CSW, the payment made will be increased by an additional \$200 per month (per non-dependent child for whom a SRP has been developed) to reflect the increased care and supervision while the Teen Parent Family Unit is placed in the WFFH.

SHARED RESPONSIBILITY PLAN – INSTRUCTIONS**EXHIBIT GG****SRP Checklist**

The following check list has been developed to assist in the completion of a meaningful SRP by providing areas to consider when completing the SRP. This is not an exhaustive list and the SRP should address all areas important to your specific situation. When using this list, check off the boxes that you feel apply to your situation. Then include each checked item in the appropriate section of the SRP. *For example, if you checked “Bonding”, then you could include this in the “Age Appropriate Activities” section in the “The Teen Parent will” box by saying, “(Teen parent’s name) will have bonding time with (child’s name) by holding (her/him) and (list an age appropriate activity).”*

The SRP should:

- 1) Preserve and strengthen the Teen Parent Family Unit:
 - ☐ Bonding
 - ☐ Parenting Skills
 - ☐ Supporting new role of teen as parent
 - ☐ Teen as primary caregiver
- 2) Assist the teen parent in maintaining the continuity of the Teen Parent Family Unit:
 - ☐ Regularly scheduled time with child
 - ☐ Quality time with child (age sensitive)
 - ☐ Teen as primary disciplinarian
 - ☐ Teen as primary caregiver
- 3) Facilitate a supportive home environment for the Teen Parent Family Unit:
 - ☐ Nurturing of teen parent
 - ☐ Teen parent family unit as central focus
 - ☐ Teens role in household
 - ☐ Conflict resolution within placement
- 4) Prepare the teen parent to independently provide a safe, stable and permanent home for her/his child:
 - ☐ Teens education (high school, college, vocational)
 - ☐ Teens career development (employment)
 - ☐ ILP classes
 - ☐ Non violent parenting education
 - ☐ Teens extra curricular activities
 - ☐ Emancipation goals (TILP)
 - ☐ Physical & emotional health of teen parent and child
 - ☐ Financial responsibility & money management
 - ☐ Family Planning
- 5) Support the teen parent’s legal right to make decisions regarding the care, custody, and control of her/his child:
 - ☐ Teen as primary disciplinarian
 - ☐ Teen as primary caregiver
 - ☐ Child’s special needs
 - ☐ Family visitation
 - ☐ Custody & child support

SHARED RESPONSIBILITY PLAN - INSTRUCTIONS**INSTRUCTIONS FOR THE CAREGIVER****Submitting The SRP For Approval And Initiating The SRP Rate**

In cases where the SRP has been completed between the caregiver and the teen parent only, the caregiver must give the SRP to the CSW for review, approval and submission to the DCFS EW/TA.

Distribution Of Copies Of The SRP

If the SRP is completed without the CSW, then the caregiver is responsible for ensuring that the teen parent and the FFA are provided with copies of the SRP.

INSTRUCTIONS FOR THE CSW**Submitting The SRP For Approval And Initiating The SRP Rate**

The CSW will attach a copy of the completed, signed and approved SRP to a completed DCFS 280, and submit both to the DCFS EW/TA to initiate the SRP Rate.

Distribution Of Copies Of The SRP

The CSW is to provide copies of the completed SRP and/or any subsequent updates to the SRP to the teen parent; the teen parent's attorney; the caregiver; and in the case of a certified home, the FFA providing direct and immediate supervision to the caregiver.

INSTRUCTIONS FOR REVIEWING AND UPDATING THE SRP

These apply to all parties

Changes to the SRP can be expected for a number of reasons and may reflect some of the following examples:

- Changes in the child's needs as (s)he grows and the new parenting skills that are required.
- Changes in the teen parent's educational, employment or extracurricular needs.
- Changes in the caregivers work schedule or health needs.

Make changes within each section as needed. Participants should then initial and date each change. Make plenty of copies of the attached Shared Responsibility Weekly Planner and update it regularly to reflect the current SRP. When changes are made, make a new copy for everyone involved in the SRP per the Submission Instructions above.

The SRP must be reviewed and updated at least every 6 months or more frequently as needed. Make sure the SRP reflects current needs and issues for best results (refer to item #2 on page 1 of these instructions.) On the SRP Cover Sheet document whether this is an "Initial SRP" or a "Bi-Annual SRP". Where indicated, document when the next Bi-Annual SRP is due.

Teen Parent's Name:	DOB:	State #:
Date placed in this home:	PDJ #:	
Non-Dependent Child's Name:	DOB:	Please check appropriate box: <input type="checkbox"/> Initial SRP <input type="checkbox"/> Bi-Annual SRP
Date placed in this home:		
Caregivers Name:	Phone:	e-mail:
Placement address:		
License # (if applicable):		
FFA Name:	Phone:	e-mail:
Address:		
Vendor # and License # :		

NOTE: Certification as a Whole Family Foster Home (WFFH) Provider is an eligibility requirement for the SRP Rate. Copies of the WFFH Certification document and the completed SRP are to be attached to the DCFS 280 when submitting a request for the SRP Rate.

CSW/DPO:	File #:	Phone:
Fax:	e-mail:	
The next Bi-Annual SRP is due on (six months from the date of this SRP): Date:		

By signing below, I am acknowledging that I have participated in the development of the attached SRP and agree to complete the tasks assigned to me:

Teen Parent's Name (please print clearly)

Caregivers Name (please print clearly)

Teen Parent's Signature Date

Caregivers Signature Date

This SRP was developed with the assistance of:

NAME	TITLE	DATE
	Children's Social Worker	
	Probation Officer	
	FFA Social Worker	

CSW Approval: _____
CSW's Signature Date

Use the checklist below to document who received copies of the SRP and the date provided:
(Refer to the Distribution Instructions on page 4)

☐ Teen Parent Date: _____
☐ Caregiver Date: _____

☐ Teen's Attorney Date: _____
☐ FFA Date: _____

SHARED RESPONSIBILITY PLAN (SRP)

Dependent Teen Parent

Non-Dependent Child

Caregiver

For each Task or Responsibility listed, be as specific as you can.

**DUTIES, RIGHTS, AND RESPONSIBILITIES OF BOTH THE DEPENDENT TEEN PARENT AND THE CAREGIVER
WITH REGARD TO THE NON-DEPENDENT CHILD**

Goal: To assist the teen parent in developing the skills necessary to provide a safe, stable, and permanent home for his/her child.

A written SRP may be developed when a dependent teen parent and her/his non-dependent child live together in a Whole Family Foster Home (WFFH). The SRP is developed between the teen parent, caregiver, and the Children's Social Worker (CSW) or Probation Officer (PO). When living in a Foster Family Agency (FFA) certified home, a representative of the FFA will also be involved. You may want to include additional input from other people like the other parent of the non-dependent child or other extended family members or other support persons, (e.g., Nurse Family Partnership). The SRP is to be completed as soon as practically possible, but can be changed and updated if someone is not available, or the situation changes. This SRP document includes tasks or responsibilities that are required, however, you can add other tasks or responsibilities that you feel should be included. Refer to the check list on p. 4 of the SRP Completion Instructions for areas to consider while completing the SRP. Please also refer to the Shared Responsibility Weekly Planner which is at the end of this package. Please make several copies of the Weekly Planner for your ongoing use.

↓ EXAMPLE

↓ EXAMPLE

Task or Responsibility: Feeding Schedule	The teen parent will: Example: 1. _____ will feed her child breakfast and all meals in the evening every day. 2. On weekends _____ will assume primary responsibility for feeding the child. 3. _____ will prepare the formula. _____ will ask _____ to feed the child if the _____ needs to attend meetings, court, or other functions. 4. _____ and _____ develop a weekly calendar to identify times in which _____ may need assistance in feeding child.	The caregiver will: Example: 1. _____ will feed the child while _____ attends school. 2. _____ will encourage _____ to assume the primary responsibility for feeding the child. _____ will offer support to _____.	Supports needed to assist the teen parent 1. Practice in making the formula (and/or breast feeding techniques – _____ to provide assistance. 2. Learning to "burp" the child. 3. PHN visit What will be done when there is a concern: 1. _____ will discuss concerns with _____. 2. _____ will contact the social worker/probation officer after three attempts to discuss with _____ concerns about feeding. 3. The social worker/probation officer will convene a meeting with _____ and _____ to resolve the concerns.
---	---	---	--

SHARED RESPONSIBILITY PLAN (SRP)

For each Task or Responsibility listed, be as specific as you can.

Dependent Teen Parent

Non-Dependent Child

Caregiver

Task or Responsibility: Feeding Schedule (infants need to be fed every 2-4 hours)	<i>The teen parent will:</i>	<i>The caregiver will:</i>	<i>Supports needed to assist the teen parent:</i>
			<i>What will be done when there is a concern:</i>

Task or Responsibility: Clothing and Dressing	<i>The teen parent will:</i>	<i>The caregiver will:</i>	<i>Supports needed to assist the teen parent:</i>
			<i>What will be done when there is a concern:</i>

SHARED RESPONSIBILITY PLAN (SRP)

For each Task or Responsibility listed, be as specific as you can.

Dependent Teen Parent

Non-Dependent Child

Caregiver

Task or Responsibility: Hygiene including diapering	<i>The teen parent will:</i>	<i>The caregiver will:</i>	<i>Supports needed to assist the teen parent:</i>
			<i>What will be done when there is a concern:</i>

Task or Responsibility: Purchase of Items for the Child/Child (safety items, food, clothing, toys, books, other)	<i>The teen parent will:</i>	<i>The caregiver will:</i>	<i>Supports needed to assist the teen parent:</i>
			<i>What will be done when there is a concern:</i>

SHARED RESPONSIBILITY PLAN (SRP)

 Dependent Teen Parent

 Non-Dependent Child

 Caregiver

For each Task or Responsibility listed, be as specific as you can.

<i>Task or Responsibility:</i> Health Care (maintenance of health care records)	<i>The teen parent will:</i>	<i>The caregiver will:</i>	<i>Supports needed to assist the teen parent:</i>
			<i>What will be done when there is a concern:</i>

<i>Task/ Responsibility:</i> Transportation for health care appointments, child care, school, other	<i>The teen parent will:</i>	<i>The caregiver will:</i>	<i>Supports needed to assist the teen parent:</i>
			<i>What will be done when there is a concern:</i>

SHARED RESPONSIBILITY PLAN (SRP)

 Dependent Teen Parent

 Non-Dependent Child

 Caregiver

For each Task or Responsibility listed, be as specific as you can.

<i>Task or Responsibility:</i> Child Care and Babysitting	<i>The teen parent will:</i>	<i>The caregiver will:</i>	<i>Supports needed to assist the teen parent:</i>
			<i>What will be done when there is a concern:</i>

<i>Task or Responsibility:</i> Discipline	<i>The teen parent will:</i>	<i>The caregiver will:</i>	<i>Supports needed to assist the teen parent:</i>
			<i>What will be done when there is a concern:</i>

SHARED RESPONSIBILITY PLAN (SRP)

 Dependent Teen Parent

 Non-Dependent Child

 Caregiver

For each Task or Responsibility listed, be as specific as you can.

<i>Task or Responsibility:</i> Sleeping Arrangements (no “co-sleeping”, baby/child must sleep in his/her own bed))	<i>The teen parent will:</i>	<i>The caregiver will:</i>	<i>Supports needed to assist the teen parent:</i>
			<i>What will be done when there is a concern:</i>
<i>Task or Responsibility:</i> Visits with others (other parent, grandparents, etc) <i>Please Note:</i> <i>The shared responsibility plan cannot conflict with orders of the Court</i>	<i>The teen parent will:</i>	<i>The caregiver will:</i>	<i>Supports needed to assist the teen parent:</i> <i>What will be done when there is a concern:</i>

SHARED RESPONSIBILITY PLAN (SRP)

For each Task or Responsibility listed, be as specific as you can.

Dependent Teen Parent

Non-Dependent Child

Caregiver

Task or Responsibility: Age Appropriate Activities (reading, singing, physical activity, holding, etc.)	<i>The teen parent will:</i>	<i>The caregiver will:</i>	<i>Supports needed to assist the teen parent:</i>
			<i>What will be done when there is a concern:</i>

Task/ Responsibility: Other: <hr/>	<i>The teen parent will:</i>	<i>The caregiver will:</i>	<i>Supports needed to assist the teen parent:</i>
			<i>What will be done when there is a concern:</i>

"Fostering Independence"

Shared Responsibility - Weekly Planner							
Task	Mon.	Tues.	Wed.	Thrs.	Fri.	Sat.	Sun.
<i>Insert Date ➡</i>							
Dressing	Who Time						
Morning Meal(s) 5:00 AM - 12 Noon							
Day Care (Start or Drop Off)							
Afternoon Meal(s) 12 Noon - 7:00 PM							
Day Care (End or Pick Up)							
Evening Meal(s) 7:00 PM - 5:00 AM							
Bathe							
Put to Bed							
Age Appropriate Activity							
Appointments							
Teen's Extra Curricular Activities:							
Other:							
Other:							
Other:							

"Persistence Pays Off"

Teen Parent Weekly Goal(s)			
<i>My Personal Goal(s):</i>	<i>Foster Parent help:</i>	<i>Goal Met?</i>	<i>If no, why not?</i>
1)			
2)			
<i>My Goal(s) with _____:</i>	<i>Foster Parent help:</i>	<i>Goal Met?</i>	<i>If no, why not?</i>
1)			
2)			

"Together We Win"

☹ <i>Disputes</i> ☹	😊 <i>Resolutions</i> 😊

Notes:

EXHIBIT II

INTENTIONALLY LEFT BLANK

REPORT ON OUTSIDE EMPLOYMENT ACTIVITIES

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

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

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

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

[Please complete the attached description of outside employment.]

II. ACKNOWLEDGMENT

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

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

Print Name: _____

Signature: _____ Date: _____

III. SUPERVISOR REVIEW AND ACKNOWLEDGEMENT

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

Print Name: _____ Title: _____

Signature: _____ Date: _____

DESCRIPTION OF OUTSIDE EMPLOYMENT

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

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

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

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

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

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

REPORT ON CONFLICT OF INTEREST

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

I. DECLARATION

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

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

II. ACKNOWLEDGMENT

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

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

Print Name: _____

Signature: _____ Date: _____