

County of Los Angeles
Department of Children and Family Services
and Probation Department

**FOSTER CARE PLACEMENT SERVICES
PROPOSED CONTRACT SERVICES**

**RESPONSES TO STAKEHOLDERS'
QUESTIONS/COMMENTS
RECEIVED AS OF AUGUST 15, 2017**

August 28, 2017



Yellow Highlight – Updates as of 7-28-17

Turquoise Highlight – Updates as of 8-15-17

QUESTIONS AND ANSWERS

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QUESTIONS AND ANSWERS

GENERAL QUESTIONS

1. **QUESTION:** Would someone having been placed on a 5150 hold have any bearing on licensure?

RESPONSE: Question is not clear. However, any question regarding licensure should be directed to CCLD.

2. **QUESTION:** Please consider adding a procedure for medication transfer, especially psychotropic meds, so that a count is conducted for a controlled substance. This protects the agency and CSWs in the event meds are missing or lost. Psychotropic meds are hard to receive additional prescriptions if lost.

RESPONSE: Language has been modified in FFA SOW Section 11.21.3 and STRTP SOW Section 19.1.3.1:

At the time of a child's replacement, the CONTRACTOR shall give any medications and court authorizations, including psychotropic medications to the County Worker. If the medications and court authorizations are not available at the time of replacement outside the agency, CONTRACTOR shall arrange for the transfer of medication within 24 hours to the child's new placement. CONTRACTOR shall develop an acknowledgement of receipt form to record the type of medication being transferred and count and receiving party's and transferring party's information, which shall minimally include, name, title, address, telephone number, date and signatures.

3. **QUESTION:** Are there more orientation for licensing to be scheduled?

RESPONSE: The CCLD-Children's Residential Program Offices are in the process of arranging STRTP and FFA orientations throughout the state. For a complete listing of offices please follow this link: http://cclld.ca.gov/res/pdf/childres_rolist16.pdf.

4. **QUESTION:** Is there a way of accelerating the program statement reviews for sections that have not been revised yet, since submission?

RESPONSE: If there are any hold-ups on the County side, agencies should contact Robbie Odom at (626) 569-6803.

5. **QUESTION:** Will there be a new orientation regarding process for applying for a new license?

RESPONSE: Same response as to question # 3.

The CCLD-Children's Residential Program Offices are in the process of arranging STRTP and FFA orientations throughout the state. For a complete listing of offices please follow this link: http://ccld.ca.gov/res/pdf/childres_rolist16.pdf.

QUESTIONS AND ANSWERS

FOSTER FAMILY AGENCY

1. **QUESTION:** Intake – I recommend that the FFA Intake Worker verbally tells TA/CSW reason for FFA not taking placement rather than turning in documents in 3 days. The document would be the burden for FFA to send and DCFS to read. The vast majority of placements refused are due to lack of openings. Our agency may show extra beds but some we maintain for respites, some we leave alone because we think 6 placements are too many for most homes, some families cannot handle more than one or two placements.

RESPONSE: This language does not deviate from the current contract. However, 1st paragraph of Section 18.6 has been modified as follows:

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

2. **QUESTION:** Most of the FFA's decline placement due to their current vacancy list and not because the child does not meet the program statement. Can you please clarify that denial based on the current vacancy list should not be notified?

RESPONSE:

3. **QUESTION:** Please clarify which level we will be able to do in December 2017 versus the new contract in 2019.

RESPONSE
:

Please refer to ACL 17-11 which describes the implementation of Phase II rates in December 2017, which can be found at the

following link:

<http://www.cdss.ca.gov/lettersnotices/EntRes/getinfo/acl/2017/17-11.pdf>

4. **QUESTION:** Align the benchmark around safety with the federal benchmark, now is 99.68% free of substantiated abuse to the new federal standard 9% free of substantiated abuse in 12 months.

RESPONSE: We do not feel it appropriate to lower this benchmark. Child safety is a primary goal of DCFS and we feel it is in the best interest of children whom have been removed from their home as a result of abuse and/or neglect to be free from additional trauma and abuse.

Many of the outcomes measures were left intact, however, CCR and past performance results yielded additional measures and an increase in performance targets. We are awaiting the release of the State's Performance Measures, however, these may or may not have a direct impact on the Department's performance measures.

5. **QUESTION:** The increase from \$50 to \$85 monthly clothing allowance seems high for our families. Having \$50 monthly seems to be enough however I propose an increase from \$50 to \$60.

RESPONSE: There has been a welcoming and positive response to this change among some providers, which was openly expressed during the first stakeholders' conference. Commentary indicated caregivers regularly spend more than \$85 on children in any given month. Lastly, it was further expressed the increase is appropriate and long overdue. The increase will remain unchanged (See provider's comment in Question 18 under the STRTP section below).

6. **QUESTION:** Clothing allowance = Re-evaluate. Increasing may provide a burden/disparity with all children in care to include "bio" children. Children will go "home" per permanency plan and they will not be receiving monthly clothing allowance. Remain \$50.00. Increasing the monthly clothing allowance would impact resource families as the LOC 1 will be actually lower than the first rate currently being provided by age. Birth Children to the resource family do not receive a monthly clothing allowance. This creates difficulty for our resource families when they are treating all children in their care the same. When foster children go home, their birth families will not be able to continue spending the monthly clothing allowance. This presents as a problem to the birth family.

RESPONSE:

7. QUESTION: Why does there have to be a dollar amount requested for clothing? Why can't there just be a minimum clothing standard that a parent needs to meet by a certain time frame following placement?

RESPONSE:

8. QUESTION: SOW pg. 22, Section 11.11
I recommend increasing clothing from \$50/month to \$60/month.

Rational – FPs have not had a large increase in their rates. They receive about \$30/day for the children placed with them. With the new LOC rates effective 12/1/17, they may actually have a decrease in their rates depending on their child's age and needs. Asking them spending an additional \$35 on clothing per month does not seem fair. The foster/resource parents will have a large pushback related to this.

Also, it is a family. Most parents do not spend \$85/month every month on clothing for their children. Thus, there will be a large discrepancy between the FP's children and the foster children. Also, once the foster children with their birth family, it sets up an unrealistic expectation whereby they may expect their birth family to spend that amount on them monthly.

RESPONSE:

9. QUESTION: Child and Family Team (CFT) – it has been our agency's experience that our social workers have not been invited to CFT meetings. We, as an agency, hold our own meetings (quarterly team meetings) and CSW from DCFS only attends about 10% of the time.

RESPONSE: The CFT is in the process of being implemented countywide. It is expected that CSW/DPO participation in CFTs will steadily increase, reaching a high rate of participation by 2019.

10. QUESTION: SOW 10.6, page 14. Please clarify if the County is requiring 16 hours of training or is this optional and at the County's request. Is the County requiring 8 hours as per the standards?

RESPONSE: The requirement of 16 hours of training will be additional to the standard 8 hours. The requirement will account for and

ensure any new emerging needs will be appropriately addressed through training and implementation of new and applicable best practices. Up to 16 hours may or may not be required by DCFS in any given year. Training needs will be researched and implemented by the CONTRACTOR as necessary.

Language was added to the SOW to clarify.

- 11. QUESTION:** Recommendation: Section 18.9 page 45. Suggested language: 7 Business days or 10 calendar days.

RESPONSE: A CFT is required whenever there is a placement disruption to explore resources and suitability of placement. 14 days allows ample time for a CFT to take place and assess circumstances surrounding placement disruption. Language will remain the same.

- 12. QUESTION:** For items such as 11.11 on page 22 – Clothing Allowance of \$85.00. This is not in the ILS. Our Program Statement and Plan of Operations have been sent to CCL and approved. We will need to amend these, get approved by LA DCFS and resubmit to CCL. Would you be open to stating the FFA should require Families to provide appropriate and adequate clothing for each child as opposed to dollar amount (clothing inventory)?

RESPONSE: Same as question # 4.

There has been a welcoming and positive response to this change among some providers, which was openly expressed during the first stakeholders' conference. Commentary indicated caregivers regularly spend more than \$85 on children in any given month. Lastly, it was further expressed the increase is appropriate and long overdue. The increase will remain unchanged. (See response to Question 18 under the STRTP section below)

- 13. QUESTION:** Section 18.6 – suggest FFA informs County placement worker verbally at the time of referral why cannot place child and County placement worker can report to OHC.

RESPONSE: This language does not deviate from the current contract. However, 1st paragraph of Section 18.6 has been modified as follows:

The CONTRACTOR is responsible for denying placement of children, within the limitations of the information provided at the time of placement, who do not meet the license or the Plan of Operation and Program Statement criteria for the FFA. If the CONTRACTOR determines that a referred child does not

meet these criteria, the CONTRACTOR shall immediately notify the CFT. The CONTRACTOR shall provide an explanation in writing via email for such denial to the County Worker and to the OHCMD Quality Assurance Section Program Manager within three days.

14. QUESTION: How do we apply to become an FFA? If we begin application process now, will we be eligible to be considered if we are ready by the start of the contract?

RESPONSE: Agency must have a license and an approved Plan of Operation and Program Statement in order to apply for a contract with LA County.

Please refer to CCLD's website for information on the application process, which can be found at this link:

<http://www.cdss.ca.gov/inforesources/Continuum-of-Care-Reform/FFA>

15. QUESTION: In FFA is more on the Foster Parent; is the foster parent approving/not approving?

RESPONSE: Question is not clear.

16. QUESTION: Good Day!

The August 3rd meeting was the first I have attended. I have a general comment only.

Los Angeles County would do well to make a paradigm shift in its thinking. Foster care is no longer the way it has been for years. Parents are being asked to take on more and more; agencies have operating under increasing demands; and finances are tighter for everybody. In addition, the behavioral challenges of the children is on the rise. The result is, and we are seeing it now, more difficulty that ever in recruiting and keeping quality foster homes.

What I observed in the meeting was the County wanting to make unrealistic demands; the kind of demands that would only be successful if there was a surplus of foster homes. Our agency has worked with 14 counties, and Los Angeles is by far the most difficult with which to do business. We are currently having internal discussions about whether we will keep our LA County office open. We have always focused on providing the best for the children. I'm not sure we can do that in LA County, given how much time it takes to keep the County happy. We would rather keep the children happy.

RESPONSE: Question is not clear.

17. **QUESTION:** SOW page 4 Section 2.0: AB 403 and AB 1997 were sponsored by the California Department of Social Services (CDSS) to administer the Continuum of Care Reform (CCR), the main goals of which are to further improve California's child welfare system and its outcomes by reducing the use of congregate care placement settings, increasing the use of home-based family care and decreasing the length of time to achieve permanency.

Feedback:

Please revise this language, as follows:

"AB 403 and AB 1997 were sponsored by the California Department of Social Services (CDSS) to administer the Continuum of Care Reform (CCR), the main goals of which are to further improve California's child welfare system and its outcomes by ~~reducing the use of congregate care placement settings~~, increasing the use of home-based family care and decreasing the length of time to achieve permanency."

[Comment: Congregate care is a pejorative term and use of residential programs in the county should be based on individual child needs.]

RESPONSE: The FFA SOW was revised as follows:

AB 403 and AB 1997 are sponsored by the California Department of Social Services (CDSS) to administer the Continuum of Care Reform (CCR), the main goals of which are to further improve California's child welfare system and its outcomes, by ~~reducing the use of congregate care placement settings~~, increasing the use of home-based family care, and decreasing the length of time to achieve permanency.

18. **QUESTION:** SOW page 7, Section 4.0: The COUNTY has incorporated the following program goals consistent with Assembly Bills 403 & 1997:
1. Comprehensive Initial Child Assessments.
 2. Increasing the use of Home-Based Family Care and the Provision of Services and Supports to Home-Based Family Care and wrap the necessary services around the child to ensure placement success and prevent replacements.
 3. Reducing the use of Congregate Care Placement Settings.
 4. Creating faster paths to Permanency resulting in shorter durations of involvement in the Child Welfare and Juvenile Justice Systems.

Feedback:

Please revise this language, as follows:

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

- Comprehensive Initial Child Assessments.
- Increasing the use of Home-Based Family Care and the Provision of Services and Supports to Home-Based Family Care and wrap the necessary services around the child to ensure placement success and prevent replacements.
- ~~Reducing the use of Congregate Care Placement Settings.~~

- Creating faster paths to Permanency resulting in shorter durations of involvement in the Child Welfare and Juvenile Justice Systems.”

[Comment: Congregate care is a pejorative term and use of residential programs in the county should be based on individual child needs.]

RESPONSE: Goal #3 was removed from the FFA and STRTP SOWs.

19. QUESTION: SOW page 9, Section 8.3: The CONTRACTOR shall conduct a background check and criminal record exemption prior to the hiring or approval of each Resource Family applicant, all adults residing or regularly present in the home of an applicant, and as applicable for all employees, independent contractors, volunteer staff, or subcontractors who come into contact with children while providing services under the Contract according to Title 22, Chapter 8.8 Foster Family Agencies, Articles 9, and Subchapter 1, Sections 88331.3 and 88331.31.

Feedback:

Please revise this language, as follows:

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

[Comment: FFAs themselves do not do criminal record exemptions.]

RESPONSE: The FFA SOW has been modified as follows:

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

Second Feedback:

Please revise this language, as follows:

“CONTRACTOR shall ~~conduct a background check and request a criminal record exemption~~ obtain a criminal record clearance prior to the approval of each Resource Family applicant, all adults residing or regularly present in the home of an applicant, and as applicable for all employees, independent contractors, volunteer staff, or subcontractors who come into contact with children while providing services under the Contract according to

Title 22, Chapter 8.8 Foster Family Agencies, Articles 9, and Subchapter 1, Sections 88331.3 and 88331.31.”

[Comment: The proposed language does not make sense as FFAs themselves do not request criminal record exemptions. As well, the County cannot require, nor should it ever require, an FFA to request a criminal record exemption for a particular individual.]

**SECOND
RESPONSE:**

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20. **QUESTION:** SOW page 10, Section 8.3: The CONTRACTOR shall inform OHCMD of any criminal record exemption granted within 2 business days by submitting the Criminal Record Exemption Notification (Exhibit A-II) along with any related documentation.

Feedback:

Please revise this language, as follows:

“The CONTRACTOR shall inform OHCMD of any criminal record exemption granted within 2 business days of receipt by submitting the Criminal Record Exemption Notification (Exhibit A-II) ~~along with any related documentation.~~ COUNTY has discretion not to utilize a resource family home if the prospective resource parent or another adult subject to criminal record clearances has received a criminal record exemption. CONTRACTOR shall be notified of such decision within 5 days of DCFS receipt of the Criminal Record Exemption Notification.”

[Comment: The second sentence is consistent with the language in Section 18.3 of the FFA Terms and Conditions.]

RESPONSE:

The language was revised to the following:

CONTRACTOR shall inform OHCMD of any criminal record exemption granted within 2 business days of receipt by submitting the Criminal Record Exemption Notification (Exhibit A-II) along with any related documentation. *No additional language added.*

Second Feedback:

Please revise this language, as follows:

“The CONTRACTOR shall inform OHCMD of any criminal record exemption granted within 2 business days of receipt by submitting the Criminal Record Exemption Notification (Exhibit A-II) ~~along with any related documentation.~~ COUNTY has discretion not to utilize a resource family home if the prospective resource parent or another adult subject to criminal record clearances has received a criminal record exemption. CONTRACTOR shall be notified of such decision within 5 days of DCFS receipt of the Criminal Record Exemption Notification.”

[Comment: The second sentence is consistent with the language in Section 18.3 of the FFA Terms and Conditions.]

**SECOND
RESPONSE:**

21. **QUESTION:** SOW page 10, Section 8.4: The Notification of Subsequent Arrest, Conviction, Probation or Parole Notification (Exhibit A-III shall be given to OHCMC along any related documentation within one working day of the time such information becomes known to the CONTRACTOR.

Feedback:

Please revise this language, as follows:

“The Notification of Subsequent Arrest, Conviction, Probation or Parole Notification (Exhibit A-III shall be given to OHCMC along any related documentation within ~~one~~ two working days of the time such information becomes known to the CONTRACTOR.”

[Comment: This revision is consistent with the language in Section 18.3 of the FFA Terms and Conditions.]

RESPONSE: The FFA SOW has been revised to be consistent with Section 18.3 of the FFA Terms and Conditions.

22. **QUESTION:** SOW page 11, Section 9.4: The COUNTY reserves the right to designate up to 16 hours of additional training per year as determined by the COUNTY.

Feedback:

What training does this refer to and for whom?

RESPONSE: See Question #6 - The requirement of 16 hours of training will be additional to the standard 8 hours. The requirement will account for and ensure any new emerging needs will be appropriately addressed through training and implementation of new and applicable best practices. Up to 16 hours may or may not be required by DCFS in any given year. Training needs will be researched and implemented by the CONTRACTOR as necessary.

Section 9.4 was modified as follows:

The COUNTY reserves the right to designate up to 16 hours of additional training per year as determined by the COUNTY. Up to 16 hours may or may not be required by DCFS in any given year. Training needs will be researched and implemented by the CONTRACTOR as necessary.

Section 10.6 has been modified as follows:

The COUNTY reserves the right to designate up to 16 hours of training for approved Resource Families per year as determined by the COUNTY. The 16 hours would be in addition to the standard training requirements. Up to 16 hours may or may not be required by DCFS in any given year. Training needs will be researched and implemented by the CONTRACTOR as necessary.

- 23. QUESTION:** SOW page 12, Section 10.3: Although the additional reference check is not a requirement for a Resource Family Approval, LA COUNTY has instituted this requirement as a safety precaution prior to placement. No child shall be placed with a Resource Family until the Resource Family Home has obtained a Resource Family Approval Certificate.

Feedback:

Will the child welfare reference check be completed for County approved resource parent applicants as well?

[Comment: We recommend that the County complete these reference checks for all County and FFA approved resource parents to ensure the safety of children placed in all resource family homes and to reflect the parity that is a key component of Resource Family Approval.]

RESPONSE: The Department is taking this comment/question under advisement.

- 24. QUESTION:** SOW page 12, Section 10.3: Prior to placement with a newly approved Resource Family, the CONTRACTOR shall submit the Request for History of Child Abuse/Neglect (Exhibit A-IV) and the Recertification for History of Child Abuse/Neglect (Exhibit A-V) for every annual update of the Resource Family Approved home to their assigned OHCMD monitor and inquire about any Resource Family adult household member child abuse/neglect history

Feedback:

Please revise this language, as follows:

“Prior to placement with a newly approved Resource Family, the CONTRACTOR shall submit the Request for History of Child Abuse/Neglect (Exhibit A-IV) ~~and the Recertification for History of Child Abuse/Neglect (Exhibit A-V) for every annual update of the Resource Family Approved home~~ to their assigned OHCMD monitor and inquire about any Resource Family adult household member child abuse/neglect history.

[Comment: Today, the child welfare history checks at recertification do not uncover any new or meaningful information, and have reportedly added delays to the recertification process.]

RESPONSE: To be further discussed at the next Stakeholders Meeting. The following are proposed changes:

10.3 Additional Reference Checks New Resource Family Approval (RFA) Notification Prior to Placement

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

~~Prior to placement with a newly approved Resource Family, the CONTRACTOR shall submit the New RFA Notification (Exhibit A-IV) and the Annual RFA Update Notification (Exhibit A-V) for every annual update of the Resource Family Approved home to their assigned OHCMD monitor. and inquire about any Resource Family adult household member child abuse/neglect history.~~

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

Second Feedback

Please revise this language, as follows:

"10.3 New Resource Family Approval (RFA) Notification Prior to Placement

No child shall be placed with a Resource Family until the Resource Family Home has obtained a Resource Family Approval Certificate.

Prior to placement with a newly approved Resource Family, the CONTRACTOR shall submit the New RFA Notification (Exhibit AIV) ~~and the Annual RFA Update Notification (Exhibit A-V) for every annual update of the Resource Family Approved home~~ to their assigned OHCMD monitor.

**second
response:**

25. **QUESTION:** SOW page 13, Section 10.3: During the approval ~~and annual update~~ of the Resource Family, the CONTRACTOR shall require prospective and current Resource Family adults in the household to sign a release of information form (Exhibit A-VI) to ensure details of any and all prior child abuse history be released to the CONTRACTOR. Based on the information provided to the assigned monitor, the COUNTY shall make a determination on the suitability of the Resource Family's ability to provide care and supervision of LA County children/youth requiring out-of-home placement.

Feedback:

Please revise this language, as follows:

"During the approval ~~and annual update~~ of the Resource Family, the CONTRACTOR shall require prospective and current Resource Family adults in the household to sign a release of information form (Exhibit A-VI) to ensure details of any and all prior child abuse history be released to the CONTRACTOR. Based on the information provided to the assigned monitor, the COUNTY shall make a determination on the suitability of the Resource Family's ability to provide care and supervision of LA County children/youth requiring out-of-home placement, **and provide notification of such determination to CONTRACTOR within 2 business days of CONTRACTOR's submission of Exhibits A-IV and A-VI.**"

[Comment: Today, the child welfare history checks at recertification do not uncover any new or meaningful information, and have reportedly added delays to the recertification process.]

RESPONSE: To be further discussed at the next Stakeholders Meeting. The following are proposed changes:

10.3 Additional Reference Checks New Resource Family Approval (RFA) Notification Prior to Placement

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

~~Prior to placement with a newly approved Resource Family, the CONTRACTOR shall submit the New RFA Notification (Exhibit A-IV) and the Annual RFA Update Notification (Exhibit A-V) for every annual update of the Resource Family Approved home to their assigned OHCMD monitor. and inquire about any Resource Family adult household member child abuse/neglect history.~~

~~During the approval and annual update of the Resource~~

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

Second Feedback

Please revise this language, as follows:

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

Comments:

- 1) Today, the child welfare history checks at recertification do not uncover any new or meaningful information, and have reportedly added delays to the recertification process.
- 2) Why was the first sentence deleted from this section? Is it because the County is not intending to complete child welfare history checks for its own resource parents?
- 3) We recommend that the County complete the child welfare history checks for all County and FFA resource parent applicants prior to approval to ensure the safety of children placed in all resource family homes and to reflect the parity that is a key component of Resource Family Approval.]

SECOND RESPONSE:

26. QUESTION:

Section 10.3 (10.4.2 in updated SOW) This requirement should be equal across all RFA families per the ILS therefore if it will be implemented for FFA's it should also be implemented for county homes and relative and non relative placements.

RESPONSE:

27. QUESTION:

SOW page 14, Section 10.6: The COUNTY reserves the right to designate up to 16 hours of training for approved Resource Families per year as determined by the COUNTY

Feedback:

Please revise this language, as follows: “The COUNTY reserves the right to designate up to 16 hours of COUNTY training for approved Resource Families per year as determined by the COUNTY.”

RESPONSE:

The requirement of 16 hours of training will be additional to the standard 8 hours. The requirement will account for and ensure any new emerging needs will be appropriately addressed through training and implementation of new and applicable best practices. Up to 16 hours may or may not be required by DCFS in any given year. Training needs will be researched and implemented by the CONTRACTOR as necessary.

Section 10.6 has been modified as follows:

The COUNTY reserves the right to designate up to 16 hours of training for approved Resource Families per year as determined by the COUNTY. The 16 hours would be in addition to the standard training requirements. Up to 16 hours may or may not be required by DCFS in any given year. Training needs will be researched and implemented by the CONTRACTOR as necessary.

See the Departments response to questions #6 and #17.

- 28. QUESTION:** SOW page 14, Section 10.6: The CONTRACTOR shall ensure a licensed health care professional periodically reviews, corrects, or updates training for Resource Families to administer emergency medical assistance and injections in accordance with HS 1507.25.

Feedback:

Please delete this language. This requirement only applies to the ISFC-SHCN contract.

RESPONSE:

This language applies to trainings for emergency medical attention and injections. This does not only apply to ISCF-SHCS but to any FFA that may/can accept children with Special Health Care needs. The language to remain as written.

Second Feedback

Please rewrite this language, as follows:

“Prior to administering any medical assistance or injections, as authorized by FFA Interim Licensing Standards Section 88487.16(c), a Resource Family and designated substitute caregiver shall obtain training from a health professional within his or her scope of practice.”

Comment: We are recommending that this section be modified to conform with the requirements in FFA Interim Licensing Standards Section 88487.16(c), which is reflected in our recommended revised language above.]

**SECOND
RESPONSE:**

29. QUESTION: 10.6 (10.7.2 in updated SOW) FFA's are already doing this in a case by case when accepting a minor with an emergency condition. This can be implemented by stating "on a case by case or when applicable". FFA do not have the budget to hire a licensed healthcare professional

RESPONSE:

30. QUESTION: SOW page 15, Section 10.9: The CONTRACTOR shall notify COUNTY of any and all updates and/or changes to the agency, vacancy information and placement homes, including when the Resource Family Home is certified or decertified. The CONTRACTOR shall report these updates/changes using the Foster Care Search System (FCSS). Notification of a Resource Family Approval Certification shall occur prior to placement. Notification of a Resource Family Approval decertification shall occur within 72 hours following the date of decertification and shall include the name of the resource parent(s), date of birth, social security number and reason for decertification.

Feedback:

Please revise this language, as follows:

"The CONTRACTOR shall notify COUNTY of any and all updates and/or changes to the agency, vacancy information and placement homes, including when the Resource Family Home is **certified approved** or **decertified has its approval rescinded**. The CONTRACTOR shall report these updates/changes using the Foster Care Search System (FCSS). Notification of a Resource Family Approval **Certification** shall occur prior to placement. Notification of a **Rescission of** Resource Family Approval **decertification** shall occur within 72 hours following the date of **decertification rescission** and shall include the name of the resource parent(s), date of birth, social security number and reason for **decertification rescission**."

RESPONSE:

The language has been revised to reflect the requested changes.

31. QUESTION: SOW page 17, Section 11.0: The CONTRACTOR shall document an inspection of each Resource Family Home for compliance with applicable Title 22 requirements at least every three months or per the timelines and provisions of the approved Plan of Operation and Program Statement, if

less than three months

Feedback:

Please revise this language, as follows:

“The CONTRACTOR shall document an inspection of each Resource Family Home for compliance with applicable Title 22 requirements at least every three months or per the timelines and provisions of the approved Plan of Operation and Program Statement, ~~if less than three months.~~”

[**Comment:** If the Plan of Operation/Program Statement has been approved, the deleted language is not necessary.]

RESPONSE:

The FFA SOW was revised as follows:

CONTRACTOR shall document an inspection of each Resource Family Home for compliance with applicable Title 22 requirements no less than once every three months.

- 32. QUESTION:** SOW page 17, Section 11.1.1: CONTRACTOR shall explore ways for Resource Families to develop cultural humility and help identify, promote and engage in supportive, culturally appropriate, child-centered practices that respect Native American history, culture, retention of tribal membership and connection to the tribal community and traditions for children.

Feedback:

Please revise this language, as follows:

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

RESPONSE:

The FFA SOW language was changed as follows:

CONTRACTOR, whenever serving Indian children, as defined in subdivisions (a) and (b) of WIC Section 224.1

- 33. QUESTION:** SOW page 18, Section 11.2: The CONTRACTOR’s administrative staff and/or the FFA social worker shall conduct at a minimum two random unannounced visits per month to the Resource Family home and ensure documentation of all visits is maintained.

Feedback:

Please delete this language.

Regular visits to certified foster homes should not be required to be unannounced; rather, unannounced visits should only be used if indicated.

Not only are unannounced visits intrusive in the context of family settings, but families are often not home at the time of the visit, and a social worker

may therefore travel to the family's home only to discover that the family is not even there to be visited.

More importantly, the need for random visits should be dictated by the circumstances of the home, based on the judgment of the FFA. In this regard, the County should consider that FFAs will exercise this judgment based not only on their general desire and obligation to ensure that children are being properly cared for, but also to meet their obligation to be in compliance with the Title 22 regulations/FFA Interim Licensing Standards, as well as to minimize their financial liability.

We would recommend revised alternative language which would require that FFA social workers, in addition to their currently mandated visits, would conduct random unannounced visits, as needed.

RESPONSE:

The FFA SOW language was changed as follows:

CONTRACTOR's administrative staff and/or the FFA social worker shall conduct random unannounced visits to the Resource Family home as needed to ensure child safety, however, an unannounced visit shall occur no less than once per month.

Second Feedback

Please revise this language, as follows:

"CONTRACTOR's administrative staff and/or the FFA social worker shall conduct random unannounced visits to the Resource Family home as needed to ensure child safety, ~~however, an unannounced visit shall occur no less than once per month.~~"

[Comments:

1) Adding that additional proviso totally undercuts the prior modification of requiring unannounced visits as needed.

2) How can the County justify requiring unannounced visits for FFA resource family homes unless the County is planning to make required unannounced visits for its own relative caregiver and other resource family homes?

3) Most importantly, the need for random visits should be dictated by the circumstances of the home, based on the judgment of the FFA.

4) Not only is there no need to change the current contract language (although we are willing to now add unannounced visits, as needed), but this is clearly not a part of CCR, which DCFS has made clear is the basis for these contract changes.

5) See also the initial comments that we made previously.]

SECOND

RESPONSE:

34. QUESTION: SOW page 18, Section 11.2: The FFA social worker visits with the child(ren) shall not occur at the CONTRACTOR'S offices

Feedback:

Please delete this language.

RESPONSE:

The FFA SOW language was changed as follows:

CONTRACTOR shall ensure that the FFA social worker visits with the child(ren) shall not occur at the CONTRACTOR'S offices more than once every three months and documentation of all visits are maintained.

35. QUESTION: 11.2 (11.2.3 in updated SOW). There is no data on safety provided that will justify to not allow visitations at the office. Please consider deleting this language as FFA's conduct frequent visits with children to ensure their safety and well-being.

RESPONSE:

36. QUESTION: 11.2 (11.2.3 in updated SOW) Most FFA's are already implementing unannounced visits per best practices on a case by case, please consider including on case by case and for best practices in the contract language

RESPONSE:

37. QUESTION: SOW page 18, Section 11.2: Visits made with the Resource Family and/or the child(ren) who attend trainings, meetings, or other business-related meetings are not to be considered as a visit with the child(ren) or Resource Family.

Feedback:

Please confirm that visits before or after trainings, meetings, or other business-related meetings would be acceptable.

RESPONSE:

The FFA SOW was revised as follows:

Visits made with the Resource Family and/or the child(ren) who attend trainings, meetings, or other business-related meetings are not to be considered as a visit with the child(ren) or Resource Family. Visits that occur prior or after such aforementioned meetings are acceptable as long as all other

visitation criteria is met. Such visits shall not occur more than once every three months and documentation of all visits are maintained.

An office visit or a visit before or after a training, meeting, or other business-related meeting shall not occur within the same three month period.

- 38. QUESTION:** SOW page 21, Section 11.8: The CONTRACTOR shall ensure that a child's cash resources are not taken in the form of fines unless the following requirements are met: (1) All fines levied shall be recorded and explained in the child's file, including the amount of the fine and the reason for the fine; (2) Such fines shall be maintained in an account separate from the personal or business accounts of the licensee or facility; (3) Records shall be maintained accounting for any interest earned and expenditures from the account. (4) All fines collected shall be used for the benefit of the individual child or all children in placement; and (5) The circumstances under which fines are to be imposed shall be specified in writing.

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

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

Feedback:

Please re-order the first three paragraphs of Section 11.8, as follows:

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

Portions of a child's allowance may be withheld through a fining system that has been previously approved by the CONTRACTOR's Plan of Operation and Program Statement. The CONTRACTOR shall ensure that a child's cash resources are not taken in the form of fines unless the following requirements are met: (1) all fines levied shall be recorded and explained in the child's file, including the amount of the fine and the reason for the fine; (2) such fines shall be maintained in an account separate from the personal or business accounts of the CONTRACTOR; (3) records shall be maintained accounting for any interest earned and expenditures from the account; (4) all fines collected shall be used for the benefit of the individual child or all children in placement; and (5) the circumstances under which

finances are to be imposed shall be specified in writing and made available upon request.

When the child leaves the facility, monies accumulated in the child's account must be released to the child as the child's property."

[Comment: The recommended re-ordering of the section makes the requirements clearer.]

RESPONSE: The paragraphs were reordered as recommended.

39. QUESTION: SOW page 22, Section 11.10: The CONTRACTOR shall ensure Resource Families use the most current age-appropriate nutritional and physical activity guidelines as recommended by the Centers for Disease Control, Division of Nutrition, Physical Activity, Obesity at <https://www.cdc.gov/nccdphp/dnpao/> and the American Academy of Pediatrics at <https://www.healthychildren.org/English/Pages/default.aspx>. CONTRACTOR shall include monitoring processes to ensure compliance with these guidelines.

Feedback:

Please delete this language.

[Comment: Many of the referenced guidelines are unreasonable (e.g., offering seafood two times per week, ensuring desserts contain less than 200 calories and packaged snacks contain less than 200 mg of sodium).]

RESPONSE: These are published guidelines from Centers for Disease Control and the American Academy of Pediatrics. This language will remain the same, as it was added to the current contracts through an amendment as a result of a Board Motion.

Second Feedback

We continue to recommend the deletion of this language.

[Comments:

1) Please share the BOS motion and Board report that allegedly resulted in this requirement.

2) **How can the County justify requiring adherence to these nutritional and physical activity guidelines for FFA resource families unless the County is planning to require adherence to these same guidelines by its own relative caregivers and other resource families?**

3) Many of the referenced guidelines are unreasonable (e.g., offering seafood two times per week, ensuring desserts contain less than 200 calories and packaged snacks contain less than 200 mg of sodium).]

**SECOND
RESPONSE:**

40. QUESTION: 11.10 (11.9.2 in updated SOW). There is no data provided to FFA's by DCFS that will justify the use of these guidelines or that their current diets are detrimental to the children and youth's wellbeing. In fact, it is well noted that during placement in out of home care, foster parents for the most part provide a healthier diet than when these children were at their home.

RESPONSE:

41. QUESTION: SOW page 22, Section 11.11: The CONTRACTOR shall monitor to verify that Resource Families provide a regular monthly clothing allocation starting not more than 30 days following the date of placement in the amount of at least \$85 to be spent on clothing. Donated clothing may supplement but not replace the \$85.

Feedback:

Please revise this language, as follows:

“The CONTRACTOR shall monitor to verify that Resource Families provide a regular monthly clothing allocation starting not more than 30 days following the date of placement in the amount of at least **\$8550** to be spent on clothing. Donated clothing may supplement but not replace the **\$8550**.”

[Comment: Our agencies feel that \$50 is currently a sufficient amount of money.]

RESPONSE:

There has been a welcoming and positive response to this change among some providers, which was openly expressed during the first stakeholders' conference. Commentary indicated caregivers regularly spend more than \$85 on children in any given month. Lastly, it was further expressed the increase is appropriate and long overdue. The increase will remain unchanged. (See response to Question 18 under the STRTP section below).

Second Feedback

Clothing Allowance

Please revise this language, as follows:

“The CONTRACTOR shall monitor to verify that Resource Families provide a regular monthly clothing allocation starting not more than 30 days following the date of placement in the amount of at least **\$8560** to be spent on clothing. Donated clothing may supplement but not replace the **\$8560**.”

[Comments:

1) A 70% increase in the clothing allocation amount from the current contract amount is excessive. While ACHSA agrees with the County that the clothing allocation amount should be increased, at the August 3rd stakeholder meeting DCFS representatives failed to provide any justification or methodology for

the specific amount of the proposed increase, although they asked providers to justify an allocation amount lower than that being proposed.

2) While the clothing allocation has been \$50 since 2008, according to the [Consumer Price Index Inflation Calculator](#), which takes into account the price of goods and services purchased for consumption, if someone purchased something for \$50 in January 2008, it would only cost \$58.02 today (June 2017) to purchase that same item. Thus, DCFS' proposed increase to the clothing allocation amount is clearly excessive, and in fact, ACHSA's proposed allocation amount also exceeds any necessary increase that takes into account inflation.

3) The increase would have a significant negative impact on resource parents. Foster/resource parents today are only reimbursed around \$30 per day, depending on the age and needs of the child served. Following implementation of the Level of Care protocol, some resource parents will now even be reimbursed at a lesser rate, especially resource parents caring for older youth. Asking resource parents to spend an additional \$35 on clothing each month is simply not fair or reasonable.

4) **How can the County justify requiring an \$85 monthly clothing allocation for children placed in FFA resource family homes unless the County is planning to require this same monthly clothing allocation amount for its own relative caregiver and other resource family homes?**

5) The proposed clothing allocation amount creates unrealistic expectations as it is highly unlikely that children will receive a clothing allocation of the proposed amount when they return home. Additionally, the proposed allocation amounts can create inequities and conflicts within families when other children in the home who are not L.A. County foster children do not receive the same clothing allocation.

6) While a few group homes supported the proposed monthly clothing allocation increase at the STRTP stakeholder meeting, no FFAs expressed support for the increase at the FFA stakeholder meeting.]

**SECOND
RESPONSE:**

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42. **QUESTION:** SOW page 26, Section 11.17.1: The CONTRACTOR shall readmit any child after discharge from a medical or psychiatric hospitalization. Exceptions to this rule are if: (1) the CONTRACTOR in consultation with the CFT mutually agree that the child's readmission jeopardizes the health and safety of that child or others in the facility; or (2) a mutual treatment decision is reached with the CFT not to return the child to the facility. The CONTRACTOR shall immediately notify the child's County Worker of the decision not to readmit.

Feedback:

Please revise this language, as follows:

"The CONTRACTOR shall readmit any child after discharge from a medical or psychiatric hospitalization. ~~Exceptions to this rule are if: (1) the CONTRACTOR in consultation with the CFT mutually agree that~~ **unless** the child's readmission jeopardizes the health and safety of that child or others in the ~~facility;~~ **home** or ~~(2)~~ a mutual treatment decision is

reached with the CFT not to return the child to the facility. The CONTRACTOR shall immediately notify the child's County Worker of the decision not to readmit.” **[Comments:** 1) If there is an emergency situation, the placed child and/or others in the home should not have to wait for a CFT meeting. 2) Although at the stakeholder meeting there was discussion in regards to consulting with the CFT, the CFT will only be considering the needs of the individual child, as opposed to the needs of all children in the home.]

RESPONSE: The CFT includes provider and caregiver’s input for the safe return of child to placement, including input regarding the needs of all children in the home. Language will remain the same.

Second Feedback

We continue to recommend revision of this language as reflected in the left column.

[Comments:

- 1) At the August 3rd stakeholder meeting, DCFS representatives agreed that emergency situations that threaten the health and safety of the child or others in the facility should be handled in the same manner as emergency replacements of children, consistent with SOW Section 20.11 (formerly 18.8), which clearly states that authorization from the County is not required for replacement of children in emergency situations.
- 2) ACHSA’s recommended language aligns with Section 20.11, although using the exact same language from that section here does not make sense.
- 3) If there is a health or safety concern, the placed child and/or others in the home should not have to wait for a CFT determination.
- 4) The exception, as currently written, makes no sense given how quickly psychiatric hospital discharges often occur, sometimes within a matter of hours. This short discharge timeframe would not allow time for consultation with the CFT to make a health and safety determination for the child.]

SECOND RESPONSE:

43. QUESTION

SOW page 29, Section 11.21.2: The CONTRACTOR shall educate and assist the Resource Family and children/youth regarding Psychotropic Medication use and document any pertinent observations of symptoms etc. for the completion and submission of court forms JV 218 and JV 219. CONTRACTOR shall ensure the forms are submitted as instructed in order to ensure timely receipt for the child’s hearing as instructed at http://policy.dcfs.lacounty.gov/Default.htm#Psychotropic_Meds.htm?Highlight=psychotropic.

Feedback:

Please delete the second sentence of this section as completion of the

JV 218 and JV 219 forms are optional, not mandatory.

RESPONSE

:

The FFA SOW was revised as follows:

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

Second Feedback

We continue to recommend deletion of the second sentence of this section.

Comments:

1) We are okay with the proposed language which requires the FFA to educate and assist the resource family and children/youth regarding psychotropic medication use and document any pertinent observations of symptoms for the completion and submission of the JV-218 and JV-219 forms.

2) At the same time, the JV-219, in addition to the JV-218, is an optional form. (See the [JV-217-INFO Guide to Psychotropic Medication Forms](#).) The resource parent should therefore not be required to complete the JV-219.

3) **How can the County justify requiring FFA resource parents to submit the JV-219 form unless the County is planning to require that its own relative caregivers and other resource parents submit this form?**

4) The JV-219 asks a number of complicated questions which would be difficult for many resource parents to answer. For example, a resource parent may not be familiar with the difference between cognitive behavioral therapy and individual talk therapy, or the school related issues that may be specifically related to psychotropic medication use.

5) If the JV-219 is required to be completed by all resource families, completion of the form would likely require assistance from the FFA, which would create an administrative burden. 6) The JV-219 is not available in Spanish, which can be a barrier to completion for some resource parents.]

**SECOND
RESPONSE:**

44. **QUESTION:** SOW page 29, Section 11.21.3: At the time of a child's replacement, the CONTRACTOR shall give any medications and court authorizations for the administration of psychotropic drugs to the County Worker. If the medications and court authorizations are not available at the time of replacement outside the agency, CONTRACTOR shall send them to the County Worker within 24 hours of the replacement.

Feedback:

Please revise this language, as follows:

“At the time of a child’s replacement, the CONTRACTOR shall give any medications and court authorizations for the administration of psychotropic drugs to the County Worker upon request, or the next identified caregiver if present at discharge. ~~If the medications and court authorizations are not available at the time of replacement outside the agency, CONTRACTOR shall send them to the County Worker within 24 hours of the replacement.”~~

RESPONSE:

The FFA SOW was revised as follows:

At the time of a child’s replacement, the CONTRACTOR shall give any medications and court authorizations, including psychotropic medications to the County Worker. If the medications and court authorizations are not available at the time of replacement (outside the current agency), CONTRACTOR shall arrange for the transfer of medication within 24 hours to the child’s new placement. CONTRACTOR shall develop an acknowledgement of receipt form to record the type of medication being transferred, the amount of medication, and the receiving party and transferring party’s information, which shall minimally include, name, title, address, telephone number, date and signatures.

Second Feedback

Please revise this language, as follows:

“At the time of a child’s replacement, the CONTRACTOR shall give any medications, prescriptions, and court authorizations, along with a County approved discharge form, ~~including psychotropic medications~~ to the County Worker who is present at discharge. ~~If the medications and court authorizations are not available at the time of replacement outside the agency, CONTRACTOR shall arrange for the transfer of medication within 24 hours to the child’s new placement. CONTRACTOR shall develop an acknowledgement of receipt form to record the type of medication being transferred and count and receiving party’s and transferring party’s information, which shall minimally include, name, title, address, telephone number, date and signatures.”~~

Comments:

- 1) The County is attempting to place the entire burden on the provider when it should be the County’s responsibility to arrange for the transfer of medications upon the child’s discharge.
- 2) The County always knows where the medications are, but the FFA will not always know where the child is next placed, especially following unplanned discharges.
- 3) The proposed language goes beyond the scope of CCR.]

**SECOND
RESPONSE:**

45. QUESTION: SOW page 31, Section 11.24.1: The CONTRACTOR shall comply with WIC Section 6501.1(d) (1), (d)(4), and (g)(8)(B), which can be found at http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=WIC§ionNum=16501.1.

Feedback:

Please delete this language as the referenced WIC sections do not have to do with the responsibilities of the caregiver or provider agency.

RESPONSE:

The County partially agrees. The FFA SOW was revised as follows:

CONTRACTOR shall comply with WIC Section 6501.1(d)(4), and (g)(8)(B), which can be found at: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=WIC§ionNum=16501.1.

Second Feedback

We continue to recommend deletion of this language.

Comment: We believe the County meant to reference WIC Section 16501.1 related to the determination of school of origin.

The referenced WIC sections (see below) do **not** have to do with the responsibilities of the caregiver or provider agency, but rather with the responsibilities of the placement agency and local educational agency.

WIC Section 16501.1(d)(4)

In addition to the requirements of paragraphs (1) to (3), inclusive, and taking into account other statutory considerations regarding placement, the selection of the most appropriate home that will meet the child's special needs and best interests shall also promote educational stability by taking into consideration proximity to the child's school of origin, and school attendance area, the number of school transfers the child has previously experienced, and the child's school matriculation schedule, in addition to other indicators of educational stability that the Legislature hereby encourages the State Department of Social Services and the State Department of Education to develop.

WIC Section 16501.1(g)(8)(b)

An assurance that the placement agency has coordinated with the person holding the right to make educational decisions for the child and appropriate local educational agencies to ensure that the child remains in the school in which the child is enrolled at the time of placement or, if remaining in that school is not in the best interests of the child, assurances by the placement

agency and the local educational agency to provide immediate and appropriate enrollment in a new school and to provide all of the child's educational records to the new school.

SECOND

RESPONSE:

46. **QUESTION:** SOW page 31, Section 11.24.2: The CONTRACTOR in collaboration with the CFT shall make every effort to maintain children in their school of origin (SOO) until court jurisdiction terminates

Feedback:

Please revise this language, as follows: “The CONTRACTOR in collaboration with the CFT shall make every effort to maintain children in their school of origin (SOO) ~~until court jurisdiction terminates~~ if it is in the best interest of the child.”

RESPONSE:

The FFA SOW was revised as follows:

The CONTRACTOR in collaboration with the CFT shall make every effort to maintain children in their school of origin, if in the best interest of the child as determined by the child's education rights holder until court jurisdiction terminates. If court jurisdiction ends during an academic year and the child is in K – 8th grade, the right to remain in their school of origin lasts through the end of that academic year.

47. **QUESTION:** SOW page 32, Section 11.24.3: Contractor shall ensure Resource Parents enroll children in school immediately in accordance with EDC Section 48853.5(e)(8)(B), which can be found at, http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=48853.5.&lawCode=EDC.

Feedback:

Please revise this language, as follows:

“Contractor shall ensure Resource Parents enroll children in school ~~immediately in accordance with EDC Section 48853.5(e)(8)(B), which can be found at, http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=48853.5.&lawCode=EDC~~ within 3 school days of placement.”

[**Comments:** 1) The revised language is consistent with the proposed performance measures language. 2) Education Code Section 48853.5(e)(8)(B) relates to the enrollment responsibilities of the new school, not the caregiver or provider agency.]

RESPONSE:

This Education Code states the child's rights to immediate school enrollment. Any deviation from this language would be in violation of the code and the child's rights.

Second Feedback

We continue to recommend revision of this language.

Comments:

1) While we agree the Education Code talks about a child's right to immediate school enrollment, it is in relation to the responsibilities of the school district, and not the caregiver or provider agency.

2) Education Code Section 48853.5(f)(8)(B) (see below) relates to the enrollment responsibilities of the new school, not the caregiver or provider agency. [As Education Code Section 48853.5(e)(8)(B) does not exist, we believe the County meant to reference Education Code 48853.5(f)(8)(B).]

3) Education Code Section 48853.5(f)(8)(B)

The new school shall immediately enroll the foster child even if the foster child has outstanding fees, fines, textbooks, or other items or moneys due to the school last attended or is unable to produce clothing or records normally required for enrollment, such as previous academic records, medical records, including, but not limited to, records or other proof of immunization history pursuant to Chapter 1 (commencing with Section 120325) of Part 2 of Division 105 of the Health and Safety Code, proof of residency, other documentation, or school uniforms.

4) On the first day of placement, the FFA regularly needs time to address a child's other immediate needs besides school enrollment, such as medical care. As well, the FFA regularly needs time to request and collect school records, and work with the education rights holder to make a best interest determination as to whether the child should remain in his or her school of origin.

5) Immediately enrolling children into school at the time of placement can often be contrary to trauma informed care. Allowing three school days for enrollment accommodates those children who need time to gradually transition into their new family environment prior to facing the academic and social rigors and expectations of a new school setting.

6) Decisions regarding school enrollment that are not made in a thoughtful manner could actually result in increased educational instability for children if they are forced into an inappropriate school setting which necessitates their transfer to another school setting later.

7) Our proposed revised language is consistent with the well-being performance measure language in the current FFA Statement of Work.

8) At the August 3rd stakeholder meeting, DCFS representatives noted that the Board of Supervisors Child Welfare Deputies had recently expressed concerns regarding monitoring findings related to school enrollment. ACHSA pointed out however, and DCFS acknowledged, that the Deputies were concerned that providers had not met the current requirement to enroll children within three school days, which is a different requirement than what is being proposed.

9) At the August 3rd stakeholder meeting, DCFS representatives suggested changing the term "enroll" to "register." This revision does not make a material difference in the requirement and does not address our concerns related to the immediacy of the proposed timeline.]

**SECOND
RESPONSE:**

48. QUESTION:

:

In new SOW Draft, Performance Measure related to school enrollment was changed from “3 school days after placement” to “the 1st school day”. This does not seem fair as a performance measure as it isn’t always feasible, as often medical or other immediate needs of the child are being addressed on the 1st day.

RESPONSE:

49. QUESTION:

Quarterly/NSPs have an area to document efforts made to enroll children in 3 school days if it didn’t happen within 3 days.

RESPONSE:

50. QUESTION:

SOW page 36, Section 12.2: **Runaway Procedures**
The CONTRACTOR shall try to locate a runaway child by:
12.2.1 Immediately calling the COUNTY

Feedback:

The language in Section 12.2.1 should be revised to state that the CONTRACTOR should immediately call law enforcement first, prior to contacting the COUNTY.

RESPONSE:

The FFA SOW was revised to make law enforcement the first to be notified.

51. QUESTION:

SOW page 38, Section 12.2.1: The CONTRACTOR shall additionally follow CDSS’ All County Information Notice (ACIN) I-13-17, “Promising Practices for Youth Who Are Missing or Run Away From Foster Care”, which can be found at, http://www.cdss.ca.gov/Portals/9/ACIN/2017/I-13_17.pdf?ver=201705-01-151257-900. In collaboration with the County Worker, the CONTRACTOR shall ensure the Substitute Care Provider Incident Report, the Special Incident Report-Runaway Addendum, the Safety Support Plan, and Missing/Runaway Youth De-briefing Form are completed accordingly and as stated on the ACIN I-13-17.

Feedback:

Please delete this language as all but one of the referenced forms are meant to be completed by the County worker, not the CONTRACTOR, with the exception of the Substitute Care Provider Incident Report, which is duplicative of the Special Incident Report submitted by the CONTRACTOR via the I-Track system.

RESPONSE:

FFA SOW Section 12.2.1 was modified as follows:

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

Second Feedback

Please delete the reference to the Substitute Care Provider Incident Report, which is duplicative of the Special Incident Report submitted by the CONTRACTOR via the I-Track system.

**SECOND
RESPONSE:**

52. QUESTION:

12.2.1 FFA and resource parents are already taking the following steps during an AWOL: submit and SIR, contact law enforcement, file a missing person's report and contact the hotline after business hours. Any additional forms such as those listed in the ACIN I-13-17 seems excessive and redundant as they relate to what FFA has already reported in the SIR.

RESPONSE:

53. QUESTION:

SOW page 38, Section 13.0: Each incident of substantiated abuse or neglect that occurs under CONTRACTOR'S supervision must be reported via the I-Track web-based system at <https://itrack.dcfslacounty.gov> as stated in this Statement of Work, Section 12.0.

Feedback:

Please delete this language as DCFS should already have this information.

RESPONSE:

This subsection was deleted as recommended.

54. QUESTION:

SOW page 39, Section 13.0: Throughout the term of this contract, the COUNTY will monitor the CONTRACTOR'S performance. Any failure by

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

Feedback:

Please revise this language, as follows:

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

[Comment: There should be no consequences for failing to exceed the performance targets.]

RESPONSE: The FFA SOW was revised as recommended.

55. **QUESTION:** SOW page 42, Section 18.2: All CONTRACTORS shall provide non-emergent intake services from 8 a.m. to 8 p.m. on weekdays. Emergent intake services shall be made available by providing dedicated phone number(s) with on-call staff available during weekdays for intake services after 8:00 p.m. and 24 hours on weekends

Feedback:

Please delete the second sentence. **[Comments:** 1) There is not a clear nexus between requiring emergency intake services and addressing the issue of the current lack of placement resources. 2) Every resource parent is not prepared to accept referrals 24/7. 3) Why should an agency provide 24/7 intake if the agency does not have resource parents who are willing to accept referrals 24/7?

DCFS should continue to use its optional approach.]

RESPONSE: The FFA SOW was revised as follows:

Requirement for Emergency Intakes 24/7

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

Second Feedback

Please revise this language, as follows:

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

[Note: DCFS should continue to use its optional approach.]

[Comments:

1) The proposed revised language is worse than the original proposed language in requiring non-emergent intake on weekends and holidays, while no change was made to emergent intake services.

2) **There is not a clear nexus between requiring emergency intake services and addressing the issue of the current lack of placement resources. The proposed requirement is based on a faulty assumption that requiring FFA intake staff to pick up the phone after hours and on weekends will facilitate the placement of more children into FFA resource family homes. This is simply not the case.**

3) Since not every resource parent is prepared to accept referrals 24/7, why should an agency provide 24/7 intake if the agency does not have any resource parents who are willing to accept referrals 24/7?

4) To comply with the proposed requirement, the FFA would have to pay a staff person to provide intake services after hours and on the weekends. This is not feasible for some FFAs, particularly smaller ones. 5) This language goes beyond the scope of CCR and serves no real purpose.]

**SECOND
RESPONSE:**

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56. **QUESTION:** SOW page 43, Section 18.6: The CONTRACTOR is responsible for denying placement of children, within the limitations of the information provided at the time of placement, who do not meet the license or the Plan of Operation and Program Statement criteria for the FFA. If the CONTRACTOR determines that a referred child does not meet these criteria, the CONTRACTOR shall immediately notify the CFT. The CONTRACTOR shall provide an explanation in writing for such denial to the County Worker and to the OHCMD Quality Assurance Section Program Manager within three days.

Feedback:

Please revise this language, as follows:

“The CONTRACTOR is responsible for denying placement of children, within the limitations of the information provided at the time of placement, who do not meet the license or the Plan of Operation and Program Statement criteria for the FFA. If the CONTRACTOR determines that a

referred child does not meet these criteria or cannot be accepted for other reasons, the CONTRACTOR shall immediately ~~notify the CFT.~~ ~~The CONTRACTOR shall~~ provide an verbal explanation in writing for such denial to the County Worker making the referral and to the OHCMD Quality Assurance Section Program Manager within three days."

[Comments: 1) While the original proposed language is applicable to STRTPs, it is not applicable to FFAs. STRTPs are designed to provide the highest level of care; therefore, it makes sense to require an STRTP to explain in writing why the needs of a referred child cannot be met. On the other hand, it is not appropriate for the County to uniformly expect FFAs to accept all or even most referrals, as placing a child into a resource family home involves a thoughtful matching process which considers the child's individual needs and the family's abilities. 2) When considered within the context of a cost-benefit analysis, the benefits gained from implementing the proposed requirement are simply not justified by the huge administrative burden that would be created for FFAs. At the stakeholder meeting, several agencies reported that they receive hundreds of intake calls each week. 3) The proposed mandate is not required by the State/FFA Interim Licensing Standards.]

RESPONSE: The Department is taking this comment/question under advisement and will provide a response in the next update.

Second Feedback

Based on clarification we have received from the DCFS Out-of-Home Care Management Division Chief, it has been made clear that the original proposed language only applies to situations in which the FFA does not accept a child because the child does not meet the agency's license or Plan of Operation/Program Statement criteria. If that is the case, we are okay with the proposed language.

The reasons we strenuously objected to proposed language that would be meant to apply to all situations in which the FFA does not accept a child, are as follows:

- 1) When considered within the context of a cost-benefit analysis, the alleged benefits gained from implementing the proposed requirement are clearly not justified by the huge administrative burden that would be created for FFAs. At the June 29th stakeholder meeting, several agencies reported that they receive hundreds of intake calls each week.
- 2) At the August 3rd stakeholder meeting, DCFS representatives stated that the two rationales for the proposed requirement were: 1) to allow DCFS to determine when an FFA that appears to have capacity in the Foster Care Search System but does not accept referred children on a repeated basis; and 2) to identify the Department's unmet placement needs.

In response to the Department's first rationale, the data that is being requested is not meaningful, as it cannot be assumed that an FFA with available resource parent capacity is at fault when it does not accept a child. We would also like to stress that placing a child into a resource family home is not just about filling vacancies, but rather it involves a thoughtful matching process that considers the child's individual needs and the family's willingness and abilities.

In response to the Department's second rationale, it is already abundantly clear to FFAs, as it should be to DCFS, what the Department's unmet placement needs are (e.g., infants, teenagers, sibling groups, children with special needs), and this in the absence of this unnecessary proposed requirement. These needs are highlighted in the [Resource Family Recruitment in Los Angeles County](#) report, which also specifies the County's geographical areas of greatest need (i.e., Antelope Valley, South Los Angeles, and San Gabriel Valley).

3) While the original proposed language is applicable to STRTPs, it is not applicable to FFAs. On the other hand, it is not appropriate for the County to uniformly expect FFAs to accept all or even most referrals, as placing a child into a resource family home involves a matching process, as described above.

4) The proposed requirement does not recognize the mutual interest of FFAs to facilitate the placement of children with resource families. FFAs are motivated to facilitate as many placements as are appropriate and possible based on their agency missions and business model operations.

5) FFAs receive multiple calls for the same child, which would thereby necessitate multiple, duplicative written communications to the Department.

6) It is very uncommon for the FFA to have the email address of the County worker who would need to be contacted.

7) It is unreasonable to expect the FFA to contact every member of the CFT, if that is in fact the expectation. Who would provide the contact information for each member of the CFT to the FFA?

8) The FFA does not obtain the child's identifying information until the child is accepted for placement. DCFS would not even know which child an FFA is referring to in a subsequent written communication.

9) If the FFA is contacted via email, the FFA can reply via email, as is the general practice today.

10) The proposed mandate is not required by the State/FFA Interim Licensing Standards.]

**SECOND
RESPONSE:**

57. QUESTION: SOW page 45, Section 18.9: CONTRACTOR shall provide at least fourteen (14) calendar days prior to discharge. CONTRACTOR shall explore through the CFT process and document any interventions/remedies before replacement, including consideration of a move within the CONTRACTOR's placement facilities, if available.

...

Prior to discharging a child, the CONTRACTOR shall, for DCFS children,

provide the DCFS Regional Administrator, and the child's County Worker's supervisor a Notice of Intent to Discharge that documents efforts to stabilize the placement, including police calls and mental health services, in advance of any anticipated replacement. The Notice of Intent to Discharge for a DCFS Child may be provided by way of e-mail or fax. When the CONTRACTOR notifies the COUNTY of issues potentially affecting the stability of a child's continued placement in CONTRACTOR'S Program, COUNTY and CONTRACTOR shall convene a CFT meeting to determine whether the child's placement may be stabilized and/or additional Services may be provided without removing the child from the CONTRACTOR'S Program. CONTRACTOR shall provide Notice of Intent to Discharge no less than 30 Days prior to the anticipated discharge date, unless it is agreed upon at the CFT meeting that less notice is necessary due to an immediate threat to the health and safety of the child or others. For Probation youth the CONTRACTOR shall: (1) provide oral notice to the Placement Administrative Services' (PAS) Officer of the Day at (323) 730-4454 regarding Notice of Intent to Discharge; and (2) send the Notice of Intent to Discharge to the DPO of Record via e-mail.

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

Feedback:

Please revise this language, as follows:

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

[Comments: 1) This will limit our ability to recruit and retain quality foster parents. 2) If a child's placement is not working, it makes no sense to have to wait 14 days.]

When the CONTRACTOR notifies the COUNTY of issues potentially affecting the stability of a child's continued placement in CONTRACTOR'S Program, COUNTY and CONTRACTOR shall convene a CFT meeting to determine whether the child's placement may be stabilized and/or additional Services may be provided without removing the child from the CONTRACTOR'S Program.

Prior to discharging a child, the CONTRACTOR shall, for DCFS children, provide ~~the DCFS Regional Administrator, and~~ the child's County Worker's supervisor a Notice of Intent to Discharge that documents efforts to stabilize the placement, including police calls and mental health services, in advance of any anticipated replacement. The Notice of Intent to Discharge for a DCFS Child may be provided by way of e-mail or fax. ~~When the CONTRACTOR notifies the COUNTY of issues potentially affecting the stability of a child's continued placement in CONTRACTOR'S Program, COUNTY and CONTRACTOR shall convene a CFT meeting to determine whether the child's placement~~

~~may be stabilized and/or additional Services may be provided without removing the child from the CONTRACTOR'S Program.~~

CONTRACTOR shall provide Notice of Intent to Discharge no less than ~~30~~ Days prior to the anticipated discharge date, unless ~~it is agreed upon at the CFT meeting that~~ less notice is necessary due to an immediate threat to the health and safety of the child or others. For Probation youth the CONTRACTOR shall: (1) provide oral notice to the Placement Administrative Services' (PAS) Officer of the Day at (323) 730-4454 regarding Notice of Intent to Discharge; and (2) send the Notice of Intent to Discharge to the DPO of Record via e-mail."

[**Comment:** If a child's placement is not working, it makes no sense to have to wait 30 days.]

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

[**Comment:** This same information is provided in the Termination Report.]

RESPONSE: The Notice of Intent was changed from 30 to 14 days in the FFA SOW. All other language remains unchanged.

Second Feedback

Please revise this language, as follows:

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

...

Prior to discharging a child, the CONTRACTOR shall, for DCFS children, provide the DCFS Regional Administrator, and the child's County Worker's supervisor a Notice of Intent to Discharge that documents efforts to stabilize the placement, including police calls and mental health services, in advance of any anticipated replacement. The Notice of Intent to Discharge for a DCFS Child may be provided by way of e-mail or fax. **For Probation youth the CONTRACTOR shall: (1) provide oral notice to the Placement Administrative Services' (PAS) Officer of the Day at (323) 730-4454 regarding Notice of Intent to Discharge; and (2) send the Notice of Intent to Discharge to the DPO of Record via e-mail.**

When the CONTRACTOR notifies the COUNTY of issues potentially affecting the stability of a child's continued placement in CONTRACTOR'S Program, COUNTY and CONTRACTOR shall convene a CFT meeting to determine whether the child's placement may be stabilized and/or additional Services may be provided without removing the child from the CONTRACTOR'S Program.

For emergency situations, CONTRACTOR shall not need to provide Notice of Intent to Discharge ~~no less than 30 Days prior to the anticipated discharge date, unless it is agreed upon at the CFT meeting that less notice if discharge~~ is necessary due to an immediate threat to the health and safety of the child or others. ~~For Probation youth the CONTRACTOR shall: (1) provide oral notice to the Placement Administrative Services' (PAS) Officer of the Day at (323) 730-4454 regarding Notice of Intent to Discharge; and (2) send the Notice of Intent to Discharge to the DPO of Record via e-mail.~~

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

[Comments:

- 1) Like so many other proposed changes we have already commented on, this goes beyond the scope of CCR.
- 2) The proposed 14-day notice requirement does not recognize the many actions taken by the FFA to preserve a child's placement prior to providing a Notice of Intent to Discharge.
- 3) Foster parents are not employees, and should not be forced to care for children when they are not willing or able to do so.
- 4) See our initial comments.]

**SECOND
RESPONSE:**

- 58. QUESTION:** SOW page 46, Section 18.10: In collaboration with the CFT, the CONTRACTOR shall obtain prior authorization from the County Worker before a child is moved from one Resource Home to another or whenever a child leaves the CONTRACTOR's Program

Feedback:

Please revise this language, as follows:

"In collaboration with the CFT, the CONTRACTOR shall obtain prior authorization from the County Worker before a child is moved ~~from one Resource Home to another or whenever a child leaves the CONTRACTOR's Program~~ within the CONTRACTOR's Program, except as provided in Section 18.9."

RESPONSE:

Language as written expresses the required intent. Language will remain unchanged.

- 59. QUESTION:** SOW page 53, Section 21.4: **Frequency and Length of Visitation Guidelines**

- (a) For 0-6 months, families should visit at least three times a week for 30 to 60 minutes.
- (b) For 6-12 months, families should visit at least three times a week for one hour.

- (c) For 1-4 years, families should visit at least twice per week for 1 ½ hours.
- (d) For 5-15 years, families should visit at least once per week for two or more hours.
- (e) For 16-18 years, there is no recommendation except the child's desires should be strongly considered in creating the FVP

Feedback:

Please delete this language as visitation is ordered by the court.

RESPONSE:

The FFA SOW was revised to add clarity. These guidelines were taken directly from an attachment of DCFS Policy No. 0400-504.00.

Best practice research indicates that visitation frequency should correspond to the child's age and developmental stage and be consistent with the family's permanency goal. The visitation frequency in the chart pertains to face-to-face visits and are recommended but not mandatory.

60. QUESTION: SOW page 53, PART D: PERFORMANCE OUTCOME GOALS AND REQUIREMENTS SUMMARY

Feedback:

DCFS has a longstanding history of collaboratively developing performance outcomes and performance targets with the provider community. In order to develop the current FFA performance measurement system, DCFS and its FFA providers did a significant amount of collective work in terms of benchmarking, reporting, etc. This same process should be required prior to any modifications of the current performance measures.

In addition, it is premature to finalize the County's performance outcomes prior to the state's finalization of the CCR performance outcomes. This is reinforced by the fact that the Interim DCFS Director previously informed ACHSA that the new FFA contract changes would be consistent with the new state requirements.

Per the Department's request, we are working to develop specific feedback regarding the proposed performance measures.

RESPONSE:

These performance outcomes are consistent with the needs of DCFS. Many of the outcomes measures were left intact, however, CCR and past performance results yielded additional measures and an increase in performance targets. We are awaiting the release of the State's Performance Measures, however, these may or may not have a direct impact on the Departments performance measures.

61. QUESTION: EXHIBIT A-VIII: SPECIAL INCIDENT REPORTING GUIDE FOR FOSTER FAMILY AGENCIES (FFAS)

Feedback:

We strongly object to the revisions of the I-Track reporting timeframes from “by the next business day” and “by the same business day” to “within 24 hours,” which would thereby require FFAs to submit Special Incident Reports (SIRs) during weekends, for the following reasons:

- 1) During weekends, FFA staff are usually on call and may not have adequate computer or internet access to enter the I-Track system and complete the SIR.
- 2) SIRs are reviewed by designated managers within each agency in order to ensure the reports are clearly written, comprehensive, and accurate. This is a practice that ultimately saves providers, DCFS, Probation, and CCL time that would otherwise be spent on clearing up miscommunications and/or submitting SIR addendums. The designated managers who review SIRs are often not available to do so on weekends.
- 3) In terms of unauthorized absences specifically, when a child runs away, the FFA staff is very busy immediately calling law enforcement and filing a missing person’s report, immediately calling the CSW/DPO/CPHL, often taking steps to locate the child themselves, and working with and supporting the caregiver. These activities, which take place immediately, are of much greater priority relative to the safety of the runaway child than submitting the SIR.
- 4) It is unclear to us how reporting on Saturdays and Sundays would enhance child safety. Will there be designated DCFS, Probation, and CCL staff immediately reviewing and responding to SIRs on Saturdays and Sundays?

RESPONSE:

The Department is taking this comment/question under advisement and will provide a response in the next update.

Second Feedback

We recommend that DCFS maintain the reporting timeframes in the current SIR Guide for FFAs.

[Comments:

- 1) Based on statements made by DCFS representatives at the August 3rd stakeholder meeting, we are concerned that DCFS appears to be wanting to dictate policy based on the non-compliance of some providers with the current special incident reporting standards. We would recommend that DCFS address such issues on an individual agency basis, rather than requiring all agencies to comply with new more stringent reporting requirements that are unreasonable for the reasons that we previously stated. (See initial ACHSA feedback.)
- 2) ACHSA questions how reporting on Saturdays and Sundays would enhance child safety and whether designated DCFS, Probation, and CCL staff would be immediately reviewing and responding to SIRs on Saturdays and Sundays.
- 3) DCFS representatives at the August 3rd stakeholder meeting said that even if the CSW/DPO and others would not be reviewing the SIR over the

weekend, they would like to look into whether the Child Protection Hotline (CPHL) could receive SIRs on Saturdays and Sundays. It is important to note that there are other required reporting mechanisms in place outside of the I-Track system through which the County is immediately made aware of the most serious incident types.

For example, the existing reporting guidelines require that the CSW/DPO and CPHL/Probation PPQA Group Home Monitoring OD be immediately contacted by telephone following incidents involving alleged child abuse and death. Similarly, the CPHL and Probation PAS OD are made immediately aware of unauthorized absences that occur after hours and on the weekends.

4) The proposed requirements go beyond the FFA Interim Licensing Standards, which require the FFA to report specified special incidents to the state by telephone, email, or fax within 24 hours or by the next business day following the event. If the report is made by telephone or is incomplete, then the FFA is required to submit a written report containing the information to the state within seven calendar days following the event.

SECOND
RESPONSE:

62. **QUESTION:**

Exhibit A-VIII continue to utilize the current language in SIR submission timeline. Having to submit SIR's the next day can be troublesome for FFA's during the weekends. FFA do contact the hotline for AWOL and any other emergency situations that happened during the weekend and submit an SIR the following day after the weekend.

RESPONSE:

63. **QUESTION:** EXHIBIT A-XVIII: FOSTER FAMILY AGENCY MONTHLY UTILIZATION REPORT

Feedback:

What is the purpose of the continued use of this form given the Foster Care Search System (FCSS)? What is the status of efforts to improve the accuracy of the information in the FCSS? When does the County anticipate that the FCSS can be used exclusively without the need for the submission of paper reports like this?

RESPONSE:

The Department is taking steps to fully implement FCSS, however, in the meantime the monthly utilization form is needed and required.

64. QUESTION: EXHIBIT A-XIX: FOSTER FAMILY AGENCY MONTHLY NEWLY APPROVED RESOURCE FAMILY/DISAPPROVAL REPORT

Feedback:

What is the purpose of the continued use of this form given the Foster Care Search System (FCSS)? What is the status of efforts to improve the accuracy of the information in the FCSS? When does the County anticipate that the FCSS can be used exclusively without the need for the submission of paper reports like this? As well, does the County use this form today?

RESPONSE: The Department is taking steps to fully implement FCSS, however, in the meantime the monthly utilization form is needed and required.

65. QUESTION: Page 43 – 18.2 Emergency Intake 24/7. This could cause more unnecessary disruption if forcing placements after hours. This should be managed through the emergency shelter care. 24/7 Intake for FFA is putting children in a home that might not be an appropriate match and will cause disruption. This also is not a normalized home if the family must disrupt and open the home at any time. This should be Optional for families. Agency should be able to recruit families willing to open their home at any hour and this option can be indicated in the FCSS system. If agency has no families willing, the FCSS system could indicate which families are open and willing. But this should be optional and indicated in the FCSS system.

RESPONSE: The FFA SOW was revised as follows:

Requirement for Intakes

All CONTRACTORS shall provide non-emergent intake services from 8 a.m. to 8 p.m. daily, including weekends and holidays.

The Department will look into the possibility of adding the recommended functionality to the FCSS.

66. QUESTION: P. 25, section 11.10.7. For the same reasons discussed in our comments on the STRTP SOW, we suggest that FFAs be required to store foster youths' belongings for at least 30 days before sending them to the CSW's office.

RESPONSE:

67. QUESTION: P. 26, section 11.14. For the same reasons discussed in our comments on the STRTP SOW, we suggest adding the following language: "Transportation must be provided to enable youth to participate in school-based sports and extracurricular activities (such as band, other performing arts, clubs, etc.), as well as any additional activities as determined appropriate by the CFT."

RESPONSE:

68. QUESTION: P. 32, Section 17.0 CHILD AND FAMILY TEAM: We would suggest adding that an effective CFT "...includes persons who participate in the child's education."

RESPONSE:

69. QUESTION: P. 36, Section 18.4: We suggest clarifying that FFAs must provide the services and supports indicated in the NSP in collaboration with the CFT and in accord with the Core Services Matrix, and that educational needs for all foster children who are per-school age or above should be addressed by the CFT and included in the NSP.

RESPONSE:

70. QUESTION: Page 40, Section 18.4.9.2: We appreciate that this version of the SOW clarifies that the foster child's education rights holder makes the best interest determination on school of origin. We also suggest adding the following language: The CONTRACTOR must work with the education rights holder, CSW and Resource Family to determine the most effective transportation method, assist the caregiver in obtaining transportation cost reimbursement from DCFS if needed, and identify other transportation options if the Resource Family cannot transport the child to the school of origin."

RESPONSE:

71. QUESTION: Page 40-41, Section 18.4.9.3. For the reasons discussed in our comments on the STRTP SOW, we suggest adding the following language: "If the education rights holder has made a determination that it is in the best interest of the youth to transfer from their school of origin, the youth has a right to be immediately enrolled in his/her local school in the least restrictive environment. The CONTRACTOR shall, in collaboration with the child's education rights holder, the Resource family, DCFS and the school district, ensure that the child is enrolled in classes that are appropriate to the child's academic level, that will fulfill graduation requirements, and that are on a comprehensive campus unless there is a current expulsion order, an IEP that requires an alternative placement, or the education rights holder consents to a different placement. If the CONTRACTOR or Resource family believes that the child needs an initial or updated IEP, they shall work with the child's education rights holder and the school district to initiate the IEP process."

RESPONSE:

72. QUESTION: Page 41, Section 18.4.9.4: This paragraph needs to be revised to take account of situations in which the Resource Parents are not the child's

education rights holder: “The CONTRACTOR shall ensure that the Resource Parent(s), in coordination with the child’s education rights holder if the Resource Parent is not the child’s education rights holder, are: ... “

RESPONSE:

73. QUESTION:

Page 41, Section 18.4.9.5: We suggest including more detail on tutoring resources and when they should be utilized: “If needed, the CONTRACTOR shall collaborate with the school district, the LACOE Foster Youth Services Coordinating Program, and/or local community-based tutoring programs to arrange for tutoring. Tutoring is needed if the child is receiving failing grades in any courses, struggling to complete homework or, if determined necessary by the CFT and/or the school’s Student Study Team, to improve the child’s basic reading, writing, and math skills.”

RESPONSE:

QUESTIONS AND ANSWERS

FOSTER FAMILY AGENCY – EMERGENCY SHELTER CARE

1. QUESTION:

Insurance Requirement of \$300,000. Can this be more reasonable or include agency’s insurance?

RESPONSE:

2. QUESTION:

RESPONSE:

QUESTIONS AND ANSWERS

SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM

1. QUESTION:

If our organization is not currently licensed as an STRTP site, can we submit a proposal with a potential subcontractor that is currently licensed? If not, can we submit a proposal as we work to become licensed by the time the program begins?

RESPONSE: Question is not clear. However, if the question is, “Can an agency submit for a contract prior to licensure?” the answer is no. An agency must hold an STRTP license to contract with LA County for STRTP services.

2. **QUESTION:** Clarity on approval process once license is received (specifically from DMH).

RESPONSE: Once the STRTP license is received, the provider must alert DMH. DMH program staff will confirm the estimated number of children to receive mental health services while placed (this estimate will be used to identify annual funding to be requested for the DMH contract). The provider will be asked to submit the required documents for the Legal Entity Agreement processing. Once the required documents are submitted, DMH Contracts will formalize the agreement for review, internal processing and Board notification. Once all necessary approvals are received, DMH will request the agency to sign the agreement for execution. After full execution of the agreement, DMH Contracts will refer the agency to DMH Medi-Cal certification unit to complete the Medi-Cal certification process for service sites. Agencies will then also be referred to DMH Chief Information Office to begin set up of their acquired Electronic Health Record (EHR) system for DMH claiming.

3. **QUESTION:** LPS Requirement: Are Agencies required to have internal LPS staff; and when will training be available if it is required.

RESPONSE: Yes, we are still requiring STRTPs to have internal LPS staff. We are working with the LPS training coordinator to schedule trainings in the next four to six months.

4. **QUESTION:** What is the assessment of children in residential during the transition to STRTP?

RESPONSE: AB 403 and AB 1997 reference several types of assessments. In addition, for youth who remain in group home placement that has not yet been converted to a STRTP after January 1, 2017, Counties must continue to assess any youth in group home care over one year consistent with instructions provided in ACL 13-86, pursuant to WIC 11467(c)(2). The assessment completed by a county placing agency includes a “preplacement assessment” for the purpose to develop a case plan pursuant to Welfare and Institutions Code (WIC) section [16501.1](#). For county child welfare agencies, the county assessment tool may include their existing placement assessment processes such as the Treatment Outcome Package or the Child Adolescent Needs and Strengths, and for county probation departments, it will be their existing assessment tools such as the Positive Achievement Change Tool or the Juvenile Assessment and Intervention System.

With regard to determining whether child or NMD meets medical necessity criteria for Medi-Cal Specialty Mental Health Services, a licensed county mental health professional or licensed mental health provider will complete a “mental health assessment” to determine whether there is a mental health diagnosis. Only county staff or their organizational providers designated to do so can determine whether Medi-Cal Specialty Mental Health Services are medically necessary to correct or ameliorate mental health symptoms which are impacting the level of functioning.

5. QUESTION: The Use of Terms “Placement” and “Replacement”

Since the STRTP is not a group home but rather a therapeutic program facility where patients are admitted for treatment based on medical necessity, the terms “placement” and, especially, “replacement” should not be used. While the term “replacement” has a specific DCFS meaning that is different from the customary meaning of this term, the fact that the “child’s replacement” sounds as if the child is to be replaced by someone else, merits consideration. Merriam-Webster Dictionary defines “replacement” as 1) the action or process of replacing: the state of being replaced; or 2) one that replaces another especially in a job or function. Neither meaning refers to “transition” to a new residence, which is what this term means for DCFS and nobody else. The “normalization” of children’s lives should include the language.

Since the Program Statement instructions use the term “transition” it could be used throughout the contract, instead of “replacement.”

RESPONSE: For the purpose of the upcoming FCPS RFSQ, the terms will remain to stay in alignment with current DCFS policies, forms, etc.; however, this may be a point for future consideration.

6. QUESTION: The use of the term “congregate care”

The use of the term of “congregate care” was already pointed out as incorrect and, in fact, demeaning for youth, who are receiving STRTP individualized mental health and other services. We agree with this objection and request that DCFS changes the language to a different phrase such as a residential program, or residential setting, or residential facility.

RESPONSE: The use of the term is consistent with the State’s language in legislation (AB403 and AB1997) and the STRTP ILS. ~~The term will remain as written.~~ However, the paragraphs that include this term have been modified.

7. QUESTION: The Number and Type of Written Plans

It would be useful to list all the different plans that are needed for each child over 14 in one section of the contract, so that it is clear what is a Needs and Services Plan, Treatment Plan, Transition Plan, Safety Plan, Permanency Plan, or Transitional Independent Living Plan, and for which age/category of

youth each plan should be developed. It would also be good to have in one spreadsheet information about how these plans relate to each other, how frequently they should be updated, and so forth.

RESPONSE: Agencies are encouraged to develop internal documents to assist with the monitoring and proper usage of each plan.

8. QUESTION: P. 10-17 of Contract: The Definitions Section should include Acronyms
There are numerous acronyms used in the contract text, and these should be all added to the “definitions” either alphabetically or in a separate section on Acronyms.

RESPONSE: The Department will review the Contract to ensure all acronyms are addressed in the “Definitions” section.

9. QUESTION: SOW p. 7 section 5 Target population:
In this section the population is defined as minor children age 0 to 17 and non-minor dependents ages 18-19 only. The AB12 Non-minor Dependent regulation increased the TAY age to 21. Is this discrepancy purposeful or is the TAY age limited to 19 years old. Housing TAY non-minor dependents with adolescents in one facility contradicts licensing rules about residential treatment of adults and adolescents in one facility. According to Technical Assistance from DHCS, we received the following information about licensing issues with TAY and youth in one facility:

- TAY 18 and older are considered adults for the purposes of licensing
- Facilities serving only youth under 18 are licensed by DPSS as Community Care Licenses not DHCS as SUD RTC licenses and no over 18 may be in those facilities period. Such a facility can get Certification as an SUD treatment facility from DHCS after receiving their DPSS license.
- If there are shared areas it is all one facility and must be either DHCS Licensed or DPSS Licensed if providing residential treatment.
- In DHCS Licensed Adult Residential Treatment Center’s there is the potential to obtain a waiver to treat some under 18 adolescents, but not more than a total of 3 if the facility has more than 20 residents.

RESPONSE: This language was purposeful as DCFS was waiting for clarification from the State. Currently, a youth is allowed to remain in a STRTP until age 18, however, if the youth has not completed high school, the youth can remain in the STRTP until completion of high school or age 19, whichever comes first.

In accordance to the ILS Section 87068.22 (c)(7), a nonminor dependent who either completes high school or has reached age 19, whichever is earlier, may continue to reside in a STRTP, if the NMD has a documented medical condition that prevents participation in educational or employment activities and confirmation that continuation in the facility functions as a short-term transition to the appropriate system of care, which shall be

documented in Needs and Services Plan.

The CONTRACTOR may accept NMDs, age 18 up to 21, if the NMD has a documented medical condition that prevents participation in educational or employment activities and confirmation that continuation in the facility functions as a short-term transition to the appropriate system of care, which shall be documented in Needs and Services Plan.

Section 5.0 was modified to clarify the age requirements.

- 10. QUESTION:** SOW Page 15 Part C section 17.0 Child and Family Team:
Current language “the Contractor shall develop and maintain a CFT process” – should be clarified to say that the CFTs are created by the county, and the contractor is collaborating with the CFT and interacting with its activities.

RESPONSE: The language in the STRTP SOW Section 17.0 was modified as follows:

The CONTRACTOR shall develop and maintain a process to participate and collaborate with the CFT to decrease the length of time to achieve permanency through the strengthening of family engagement and cross-agency networks of services and supports in accordance with Title 22, Division 6, Chapter 7.5, Sections 87022.1(b)(8), (11) and (12), 87065.1, 87068.2, and 87068.3.

- 11. QUESTION:** SOW p. 18 section 18.1.1.9 Psychological and Psychiatric Treatment:
“At the time of a child’s replacement, the contractor shall give any medications and court authorizations for the administration of psychotropic medications to the county worker.”

This text should be changed, as that medication follows the youth to the new residence or treatment location, so the contractor should give the medications and authorizations to the case manager or other responsible party at the new placement location.

The same information is repeated on p. 26 in section 19.1.3 Administration of Medications: b) “At the time of a child’s replacement, the contractor shall entrust any medications to the county worker.”

This text should be replaced with “At the time of a child’s transition to a different residential setting (home, or another institutional setting), the contractor shall entrust any medications to the case manager, care-giver or another individual responsible for the care for and safety of the youth. The medication should follow the youth and be available as soon as possible, without gaps in access.”

RESPONSE: The language in Section 18.1.1.9 was modified as follows:

At the time of a child's replacement, the CONTRACTOR shall follow the procedures for the transfer of psychotropic medication, as indicated in this SOW, Section 19.1.3.1.

12. **QUESTION:** SOW p. 19 section 18.3 Education, Physical, Behavioral, Extracurricular Supports:
The section on Stable School Placement includes three sets of xxxxx that should be replaced with actual information.

RESPONSE: All references in this section were added.

13. **QUESTION:** SOW p. 20 section. 18.3.3. Immediate Enrollment in School:
The section includes a set of xxxx that should be replaced with actual information. Additionally, the enrollment cannot be immediate, but rather within the second week of residence, since there are many items to be dealt with in the first few days, such as intakes, assessments, and so forth. The language should be changed to "as soon as possible, within the first two weeks" instead of "immediate."

RESPONSE: All references in this section were added. This Education Code states the child's rights to immediate school enrollment. Any deviation from this language would be in violation of the code and the child's rights.

14. **QUESTION:** SOW p. 21 section 18.3.10 Planned Leisure:
The first paragraph includes two xxxxx sets, to be replaced with real information.

RESPONSE: All references were added.

15. **QUESTION:** SOW p. 23 section 18.4 Transition to Adulthood:
The second paragraph has unnecessary xxxx sets that need to be replaced.

RESPONSE: All references were added.

16. **QUESTION:** SOW p. 25 section 19.1.1. Medical and Dental Services:
The section includes xxxx sets that need to be replaced with actual information. Additional sections with these issues are not listed, as they are numerous.

RESPONSE: All references were added.

17. **QUESTION:** SOW p. 27 section 19.3 Emergency Intervention Plan:
The EIP is defined in detail in the Program Statement and requires the use of LPS-trained MH staff by the contractor who would evaluate the youth for placement in psychiatric hospital (5150 hold), instead of referring to DMH or Psychiatric Emergency Teams. This language in the draft contract has to agree with the language in the Program Statement guidelines for Mental Health (see the second paragraph on p. 27 especially).

RESPONSE: The expectation is that the agency LPS designated staff will be the first responder to a crisis for the purpose of evaluating the client, working with the client to de-escalate the situation. Should the agency LPS staff determine the client needs to be hospitalized, the staff will call PMRT and the clinician will wait until PMRT arrives to assess the client.

18. QUESTION: SOW p. 28. Section 19.5 Clothing:
Thank you for the increase in the clothing allowance from \$50 to \$85. This higher amount has been needed for some time, now. Other counties had higher allowances in place already and Los Angeles was lagging behind.

RESPONSE: Thank you for your support.

19. QUESTION: SOW p 30-31 Section 19.7 Child's Allowance:
The section does not clearly state what happens with accumulated allowances or unused clothing allowances that should be given to the child upon transition from the STRTP location to another residence, home or treatment facility.

RESPONSE: Section 19.5.3 reads as follows:

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

Section 19.7.1.2 was modified as follows:

If a child is unable to handle money, the CONTRACTOR shall provide the child with assistance and instruction on how to handle money. Any unspent money must be deposited in the child's account or held in a secured place until the child is able to handle his/her money independently or shall accompany the child when the child's placement is terminated.

20. QUESTION: 11.11 we understand support and agree that children and youth will greatly benefit from an increase on monthly clothing allowance therefore we propose and increase from \$50 to \$60, for the most part \$60 dollars will ensure that a complete outfit is purchased on a weekly basis.

RESPONSE:

21. QUESTION: \$25/week minimum for allowance undermines our ability to connect allowance earning for appropriate behaviors i.e. attending school, doing chores, respectful/appropriate behavior towards peers and adults, etc. A child that is non-compliant (refusing to attend school, doing chores, etc.) can be given \$25/week for doing NOTHING is not preparing them for the real world when you earn money as a consequence for doing something, not just because of showing up!

RESPONSE:

22. QUESTION: Allowance: The premise of STRTP is to provide Intense Treatment, in a short period of time, in the most HOME-LIKE environment. We may be setting these youth up. When they transition back to permanency, is it realistic that their parents/caregivers can maintain this level of financial support? Youth receive a ton of services and get to partake in weekly activities at no cost. Food, souvenirs, activities are all paid by the agency. I am just asking that we be mindful not to develop/create a sense of entitlement amongst our youth, as well as set them up for not wanting to transition out of care due to not receiving the same “perks” as an STRTP. Being a prudent parent does not mean getting our kids everything they want. We can get them items within reason. \$85/month clothing, all activities and extracurricular activities paid by the agency, compliance based incentives. Speaking for my agency, our youth do not go without. I am not in disagreement with giving youth the most optimal experience, what I am saying, is that this extra money can better be utilized for actual services they need.

RESPONSE:

23. QUESTION: SOW p. 31 section 20 Placement Process:
Second paragraph says: “Every referred child who meets the criteria of the contractor’s program statement will be accepted.”

Ours is a substance use disorder treatment facility and only youth with medical necessity for SUD treatment may be enrolled, with additional admission restrictions excluding several categories of potential patients that are listed in the Program Statement. Please confirm that the statement above allows the STRTP to not accept certain referred children, i.e., those that do not meet the admission criteria.

RESPONSE:

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

STRTPs can develop specialized programs, however, are still required to provide core services and supports, addressing any arising underlying needs. All placements will be coordinated through the IPC (which agencies will have the option to participate in) with input from the CFTs.

- 24. QUESTION:** SOW p. 31 section 20.2 Placement Process: Intake:
The section states: ""CONTRACTOR shall provide intake services from 8 a.m. to 8 p.m. on weekdays. CONTRACTOR shall provide dedicated phone number(s) with on-call staff available during week days for intake services after 8 p.m. and 24 hours on weekends."

This section is not acceptable, both in extending the intake hours from 8 am to 8 pm, which requires additional costly staffing to be in place (the funds are better used for therapists and direct care staff that work with children and youth every day), and in requiring that there would be on-call intake at night and during weekends. In regards to this requirement, again, this requirement would dramatically increase the cost of services, without comparable increase in their quality for the majority of children and youth in residence at the STRTP.

RESPONSE: The current contract requires intake services until 8 p.m.; the only addition to this requirement is the on-call hours. DCFS has a need for placements 24 hours a day, inclusive of holidays and weekends.

- 25. QUESTION:** SOW p. 31 section 20.2 Placement Process: Intake:
Additional Questions: In regards to the 24/7 intake services, the question is what exactly does this entail? Is the contractor's staff expected to assess and intake a client at any hour of the day? So that on-call intake staff drives to the facility and provides intake in the middle of the night?

Or does it mean that the on-call intake staff at night would be required to just provide telephone support and discussion, so that the actual intake could be scheduled during the night or weekend conversation, to happen the next morning, or the next business day?

RESPONSE: The ILS increased the minimum staffing ratios to include two awake direct care staff whenever there are two or more children present in the facility. This new requirement should allow for 24/7 intake services.

- 26. QUESTION:** SOW p. 32 Section 20.5 HEP or Equivalent:
Due to the large number of acronyms, please spell out HEP at least once in this section, preferably in the title (it is spelled out elsewhere in the contract). This would make the reading easier.

RESPONSE: HEP was spelled out in this section.

- 27. QUESTION:** SOW p. 35 section 21 Assessments and Evaluation:
The name of the assessment is "Initial Crisis Management Assessment" – could this assessment be included in the initial "Assessment" that is conducted at intake and includes a Crisis and Safety assessment components, so that it does not have a separate heading?

RESPONSE: The "Initial Crisis Management Assessment", while it is part of

the intake process, it is an independent assessment with its own set of requirements as per ILS 87068.1(d).

This section was moved to the “Placement Process (Intake and Discharge)” section of the SOW.

28. QUESTION: SOW p. 38 section 23 Visitation:

This section requires the contractor to “collaborate with the county worker to develop a comprehensive family visitation plan” whereas the STRTP is already required to develop the “family visitation” policy as a part of its Program Statement, separately from the contract.

Therefore, this section should refer the Program Statement and Plan of Operation documents, along with references to other documents that are mentioned.

RESPONSE: The contractor is required to collaborate with the county worker to develop a comprehensive family visitation plan for each child.

The family visitation policy is not specific to any child. The purpose of the policy is to establish a protocol on how to address family visitation as a whole, including the establishment of the child specific plans.

29. QUESTION: SOW p. 40 Permanency Performance Outcome:

Sections on Placement Stability and Stability of children six months after discharge. The % for both categories (80% and 87% respectively) are too high and should be lowered to 75% as for the other sections on this page.

RESPONSE: These performance outcomes are consistent with the needs of DCFS. Many of the outcomes measures were left intact, however, the STRTP Performance measures are not necessarily consistent with the former Group Home performance measures. CCR and licensing standards yielded additional measures and an increase in some performance targets. We are awaiting the release of the State’s Performance Measures; however, these may or may not have a direct impact on the Departments performance measures.

30. QUESTION: SOW p. 41 Access to Effective and Caring Services:

The outcome indicator for completion of NSP requires 100% completion and 30 day review; but the 30 day exact is not always a feasible goal, since the timing might be an issue; 30-day review should be changed to “monthly review (30 or 31 days).”

RESPONSE: ILS Section 87068.2 states the initial NSP shall be developed within 30 days of placement. ILS Section 87068.3(a) states the NSP shall be updated every 30 days. Language will remain the same.

31. QUESTION: I have one comment only and that is about the proposed allowance structure. I think that the range going up to \$25.00 a week is way too high even though there has not been an increase for many years. STRTP's will have the County's most difficult clients needed extra supervision and we are also being asked to do our work in six months. We pay for almost everything for the placed child so they do not need that kind of allowance as they are not out on their own much. Furthermore many have substance abuse issues and the last thing we want to do is help finance their addictions- especially as when they leave they get to take home all their unspent allowance and that could literally be hundreds of dollars, even if they only spend half while in placement. Does the County really want to set these kids up for failure as soon as they leave our doors? I don't think so. Besides there is no way they are going to get that kind of allowance after they leave placement. Orange County, who recently raised their allowance rate for placed kids has a maximum of \$18.00 for an eighteen year old. Given that many of us take children from other counties we should make the amount the same for all kids and not have to differentiate allowance amounts for those in placement just because of the referring county! I suggest adjusting the ranges as follows:

5-7 years of age	\$ 3.00
8-9	\$ 6.00
10-12	\$ 9.00
13-14	\$ 12.00
15-16	\$ 15.00
17-18	\$ 18.00

This is much more realistic and appropriate than what is being proposed.

RESPONSE: Consumer goods and overall cost of living has significantly increased since the initial allowances were established in early 2000's. Language for allowances will remain as written.

32. QUESTION: Thank you to the DCFS team for encouraging and supporting dialogue between the County and provider community so that best practices can be put into place as we all transition into new systems and plans. I would like to ask that the County consider raising the minimum allowance to \$18 instead of \$25 and explained below is my justification.

Currently, our agency has a maximum weekly allowance of \$35 + kids can earn additional money for reading books, participating in certain workshops or as incentives for completion of certain accomplishments/goals. We also give \$100 monthly for clothing allowance so please know that I am not discouraging being generous to kids, we enjoy seeing them happy!

The problem is that giving a minimum of \$25 weekly forces the top tier even higher. If Level 0 is \$25, then Level 4 should be around \$50 weekly. This is a lot of money to give to a child who is emotionally fragile or in placement due to behavior issues and if they have poor impulse control, they could really do

more harm to themselves with a larger sum of money. I feel it is important for children to learn how to stretch, work for and earn "better" things in life. It would be a disadvantage not to experience this while they are young, set habits that are responsible, healthy and reflective of the real world they will have to live in beyond the ultra-monitored and protected environment of residential treatment.

Our kids routinely earn the highest allowance, and we do not make it too easy. We do, however, support them, teach them, cheer them on and encourage them to set and reach goals. This monetary incentive is an effective tool for behavior rewards, redirection and modification. Giving them \$25 regardless of behavior removes this valuable incentive and may even discourage some kids from even trying since they know they will get enough without complying to any rules at all.

There is also a danger of giving certain kids the chance to keep too much money on hand, especially in challenging times, and there is so much reluctance from kids to deposit a portion of their allowance in bank accounts. They fight against this pretty hard :-> ... as you know, prudent parenting is tough work! :->

RESPONSE:

33. QUESTION: Increasing to \$25 base allowance undermines the prudent parent standard and incentive program for positive behaviors. Base allowance should be low, with increased allowance related to positive behavior in the program.

RESPONSE:

34. QUESTION: Language referring congregate care should be deleted. Instead, should be based on individual care.

RESPONSE:

The use of the term is consistent with the State's language in legislation (AB403 and AB1997) and the STRTP ILS. ~~The term will remain as written.~~ However, the paragraphs that include this term have been modified.

35. QUESTION: Language regarding Utilization report, when it is expected to be implemented? When is not required anymore?

RESPONSE:

Section 12.4 language was modified as follows:

CONTRACTOR shall report a monthly census indicating occupancy for the reporting month, which list all youth entering or continuing the program for that month and the number of program vacancies to OHCMC. The CONTRACTOR shall submit the Utilization Report via e-mail at DevO@dcfs.lacounty.gov by the 10th of each month or next business day if the 10th is a holiday or weekend. This section

will no longer be applicable once the FCSS's automated reporting capability is fully operational. COUNTY will notify CONTRACTORS in writing if and when the Utilization Report is no longer required.

36. QUESTION: The Contractor shall implement CFT safety procedures – shall vs. should participate. CFT should be led by County.

RESPONSE: The question is not clear. What is meant by “CFT safety procedures”?

The language in the STRTP SOW Section 17.0 was modified as follows:

The CONTRACTOR shall develop and maintain a process to participate and collaborate with the CFT to decrease the length of time to achieve permanency through the strengthening of family engagement and cross-agency networks of services and supports in accordance with Title 22, Division 6, Chapter 7.5, Sections 87022.1(b)(8), (11) and (12), 87065.1, 87068.2, and 87068.3.

37. QUESTION: Medication needs to follow the youth; the facility, not the county worker, should transfer medicine to another facility. County worker slows down the process. Medication and documentation should follow the youth.

RESPONSE: STRTP SOW Section 19.1.3.1 was modified as follows:

At the time of a child's replacement, the CONTRACTOR shall give any medications and court authorizations, including psychotropic medications to the County Worker. If the medications and court authorizations are not available at the time of replacement outside the agency, CONTRACTOR shall arrange for the transfer of medication within 24 hours to the child's new placement. CONTRACTOR shall develop an acknowledgement of receipt form to record the type of medication being transferred and count and receiving party's and transferring party's information, which shall minimally include, name, title, address, telephone number, date and signatures.

38. QUESTION: Regarding transfer of medication; not a lot of reference in procedures; locked container to pick up medicine; not very specific in the process. Lots of medications such as psychotropic medication stay in the facility after kids go to another facility. It's a waste.

RESPONSE: Agencies should develop internal procedures to comply with the requirement to have medications and court authorizations, including psychotropic medications, available for the CSW at the time of replacement. These procedures should be vetted by the

- 39. QUESTION:** Please consider adding a procedure for medication transfer, especially psychotropic meds, so that a count is conducted for a controlled substance. This protects the agency and CSWs in the event meds are missing or lost. Psychotropic meds are hard to receive additional prescriptions if lost.

RESPONSE: Section 19.1.3.1 was modified as follows:

At the time of a child's replacement, the CONTRACTOR shall give any medications and court authorizations, including psychotropic medications to the County Worker. If the medications and court authorizations are not available at the time of replacement outside the agency, CONTRACTOR shall arrange for the transfer of medication within 24 hours to the child's new placement. CONTRACTOR shall develop an acknowledgement of receipt form to record the type of medication being transferred and count and receiving party's and transferring party's information, which shall minimally include, name, title, address, telephone number, date and signatures.

- 40. QUESTION:** Kids are not ready for STRTP, why not give these kids the services now before placing them to STRTP? This is for challenging kids not "foreign" kids.

RESPONSE: We agree that children/youth should receive services now and during their stay in an STRTP.

- 41. QUESTION:** If agency is not ready for a kid, or if it accepts a kid but later realizes is not the right fit for the kid, change is necessary, what to do?

RESPONSE: All placement decisions will be made through the IPC in collaboration with the CFT, in which the agency should be an active participant to ensure the child is properly matched with the STRTP.

However, as per ILS 87068.4 the agency shall assist in the transition of the child to a more appropriate facility in collaboration and with the authorization of the placing agency, if it is determined that the facility cannot meet the needs of the child, the licensee shall notify the County Worker at which point a CFT shall be convened to explore additional treatment and placement options, as necessary.

- 42. QUESTION:** What is the CFT mechanism when a recommendation is not being reached?

RESPONSE: The CFT is the vehicle through which all service and placement decisions are made, as long as, they are not in conflict with court orders.

The expectation is that all decisions will be made through the CFT process. If a consensus is not reached, the final decision rests with the placing agency.

43. QUESTION: Increase in personal child's allowance is too much.

RESPONSE: Consumer goods and overall cost of living has significantly increased since the initial allowances were established in early 2000's. Language for allowances will remain as written.

44. QUESTION: SOW Page 4, Section 2.0:

AB 403 and AB 1997 are sponsored by the California Department of Social Services (CDSS) to administer the Continuum of Care Reform (CCR), the main goals of which are to further improve California's child welfare system and its outcomes by reducing the use of congregate care placement settings, increasing the use of home-based family care, and decreasing the length of time to achieve permanency.

Feedback:

Please revise this language, as follows:

"AB 403 and AB 1997 are sponsored by the California Department of Social Services (CDSS) to administer the Continuum of Care Reform (CCR), the main goals of which are to further improve California's child welfare system and its outcomes by ~~reducing the use of congregate care placement settings,~~ increasing the use of home-based family care, and decreasing the length of time to achieve permanency."

[Comment: Congregate care is a pejorative term and use of residential programs in the county should be based on individual child needs.]

RESPONSE: The STRTP SOW was revised as follows:

AB 403 and AB 1997 are sponsored by the California Department of Social Services (CDSS) to administer the Continuum of Care Reform (CCR), the main goals of which are to further improve California's child welfare system and its outcomes, by ~~reducing the use of congregate care placement settings,~~ increasing the use of home-based family care, and decreasing the length of time to achieve permanency.

45. QUESTION: SOW Page 6, Section 4.0:

The County has incorporated program goals consistent with Assemble Bill 403 and 1997:

- Conducting comprehensive initial child assessments;
- Increasing the use of Home-Based Family Care and the Provision of Services and Supports to Home-Based Family Care and wrap the necessary services around the child to ensure placement success and prevent replacements;
- Reducing the use of Congregate Care Placement Settings; and

- Creating faster paths to permanency resulting in shorter durations of involvement in the Child Welfare and Juvenile Justice Systems.

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

Feedback:

Please revise this language, as follows:

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

1. Conducting comprehensive initial child assessments **to ensure children are placed in the most appropriate setting suited to meet their individualized needs**
- 2- Increasing the use of Home-Based Family Care and the Provision of Services and Supports to Home-Based Family Care and wrap the necessary services around the child to ensure placement success and prevent replacements; **and**
- ~~3- Reducing the use of Congregate Care Placement Settings; and~~
- 4- Creating faster paths to permanency resulting in shorter durations of involvement in the Child Welfare and Juvenile Justice Systems.

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

If necessary to meet their treatment and safety needs, some youth who enter foster care may benefit from an initial, upfront, short-term residential care placement to provide crisis stabilization and the structure they require, with the goal of returning them back home or to a

less restrictive, family-based setting as soon as possible. Children should not have to first exhaust a number and variety of less restrictive placements regardless of their individual need, which would be detrimental to their well-being."

[**Comments:** 1) Congregate care is a pejorative term and use of residential programs in the county should be based on individual child needs. 2) The added language is consistent with the AB 403 intent language in the statute.]

RESPONSE:

Goal #3 was removed. All remaining language pertains to overall program goals for foster care placement services. The intent of the language is written in the spirit of AB 403 and AB 1997 and serves as the established program goals for all foster care placement services.

Second Feedback:

Please revise this language, as follows:

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

1. Conducting comprehensive initial child assessments to, among other things, ensure children are placed in the most appropriate setting suited to meet their individualized needs;
2. Increasing the use of Home-Based Family Care and the Provision of Services and Supports to Home-Based Family Care and wrap the necessary services around the child to ensure placement success and prevent replacements; and
3. Creating faster paths to permanency resulting in shorter durations of involvement in the Child Welfare and Juvenile Justice Systems.

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

If necessary to meet their treatment and safety needs, some youth who enter foster care may benefit from an initial, upfront, short-term residential care placement to provide crisis stabilization and the structure they require, with the goal of returning them back home or to a less restrictive, family-based setting as soon as possible. Children should not have to first exhaust a number and variety of less restrictive placements regardless of their individual need, which would be detrimental to their well-being."

Comments:

- 1) The added language under #1 is consistent with the Welfare & Institutions Code and AB 403 intent language in the statute.
- 2) The deleted language reflects the goal of AB 403 but has nothing to do with STRTPs.
- 3) The added language in the last paragraph is taken directly from the AB 403 intent language in the statute.

**SECOND
RESPONSE:**

46. **QUESTION:** SOW Page 9, Section 7.4:
CONTRACTOR shall develop a Safety Plan for each service delivery site to ensure the safety of the children.

Feedback:

Please delete this language, which is duplicative of Section 16.5.

RESPONSE:

Language remains unchanged. Section 7.4 Ensures the contractor meets this requirement when considering adding a site or relocating. Section 16.5 applies to overall buildings and grounds.

47. **QUESTION:** SOW Page 12, Section 12.3:
Foster Care Search System (FCSS)
The CONTRACTOR shall notify COUNTY of any and all updates and/or changes to the agency, vacancy information and facility changes (additional sites and relocations). The CONTRACTOR shall report these updates/changes using the Foster Care Search System (FCSS). The FCSS can be found at <https://fcss.dcfslacounty.gov/Login.aspx> to create an account and access instructional training videos on the use of FCSS.

Feedback:

When is the FCSS expected to be fully and properly implemented, at which time the Utilization Report should no longer be required?

RESPONSE:

The Department is taking steps to fully implement FCSS, however, in the meantime the monthly utilization form is needed and required.

48. **QUESTION:** SOW Page 13, Section 13.1:
Each incident of substantiated abuse or neglect that occurs under CONTRACTOR'S supervision must be reported via the I-Track web-based system at <https://itrack.dcfslacounty.gov> as stated in this SOW, Section

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

Feedback:

Please delete this language as DCFS should already have this information.

RESPONSE: This subsection was deleted as recommended.

49. QUESTION: SOW Page 13, Section 13.1:

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

Feedback:

Please revise this language, as follows:

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

[Comment: There should be no consequences for failing to exceed the performance targets.]

RESPONSE: The SOW language was revised as recommended.

50. QUESTION: SOW Page 15, Section 16.5:

CONTRACTOR shall develop a Safety Plan and an Emergency Response Services plan for each facility; train all staff and children on policies and procedures, including an evacuation plan; and conduct routine drills.

Feedback:

Please revise this language, as follows:

"CONTRACTOR shall develop ~~a Safety Plan and~~ an Emergency Response Services plan for each facility; train all staff and children on

policies and procedures, including an evacuation plan; and conduct routine drills.”

Question: What is the intended difference between the Safety Plan and the Emergency Response Services Plan?

RESPONSE: The Safety Plan is to ensure the safety of the residents and staff while on the facility grounds and the Emergency Response Plan is to outline the steps to be taken in the event of an emergency, i.e., natural disasters.

51. **QUESTION:** SOW Page 15, Section 17.0:

The CONTRACTOR shall develop and maintain a CFT process to decrease the length of time to achieve permanency through the strengthening of family engagement and cross-agency networks of services and supports in accordance with Title 22, Division 6, Chapter 7.5, Sections 87022.1(b)(8), (11) and (12), 87065.1, 87068.2, and 87068.3.

Feedback:

Please revise this language, as follows:

“The CONTRACTOR shall ~~develop and maintain~~ participate in a CFT process to decrease the length of time to achieve permanency through the strengthening of family engagement and cross-agency networks of services and supports in accordance with Title 22, Division 6, Chapter 7.5, Sections 87022.1(b)(8), (11) and (12), 87065.1, 87068.2, and 87068.3.”

RESPONSE: The STRTP SOW was revised as follows:

CONTRACTOR shall develop and maintain a process to participate and collaborate with the CFT to decrease the length of time to achieve permanency through the strengthening of family engagement and cross-agency networks of services and supports in accordance with Title 22, Division 6, Chapter 7.5, Sections 87022.1(b)(8), (11) and (12), 87065.1, 87068.2, and 87068.3.

52. **QUESTION:** SOW Page 18, Section 18.1.1.9:

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

Feedback:

Please revise this language, as follows:

“At the time of a child’s replacement, the CONTRACTOR shall give any medications and court authorizations for the administration of psychotropic medications to the County Worker upon request, or to the next identified caregiver if present at discharge. ~~If the medications and court authorizations are not available at the time of replacement outside the agency, the CONTRACTOR shall send them to the County Worker within 24 hours of the replacement.”~~

RESPONSE:

The STRTP SOW was revised as follows:

At the time of a child’s replacement, the CONTRACTOR shall give any medications and court authorizations, including psychotropic medications to the County Worker. If the medications and court authorizations are not available at the time of replacement outside the agency, CONTRACTOR shall arrange for the transfer of medication within 24 hours to the child’s new placement. CONTRACTOR shall develop an acknowledgement of receipt form to record the type of medication being transferred and count and receiving party’s and transferring party’s information, which shall minimally include, name, title, address, telephone number, date and signatures.

Second Feedback:

Please revise this language, as follows:

“At the time of a child’s replacement, the CONTRACTOR shall give any medications, prescriptions, and court authorizations, along with a County approved discharge form, including psychotropic medications to the County Worker who is present at discharge. ~~If the medications and court authorizations are not available at the time of replacement outside the agency, CONTRACTOR shall arrange for the transfer of medication within 24 hours to the child’s new placement. CONTRACTOR shall develop an acknowledgement of receipt form to record the type of medication being transferred and count and receiving party’s and transferring party’s information, which shall minimally include, name, title, address, telephone number, date and signatures.”~~

Comments:

- 1) The County is attempting to place the entire burden on the provider when it should be the County’s responsibility to arrange for the transfer of medications upon the child’s discharge.
- 2) The County always knows where the medications are, but the STRTP will not always know where the youth is next placed, especially following unplanned discharges.
- 3) The proposed language goes beyond the scope of CCR.

SECOND RESPONSE:

53. **QUESTION:** SOW Page 18, Section 18.1.2:

CONTRACTOR shall provide Day Rehabilitation, Day Treatment Intensive, Crisis Stabilization and Therapeutic Behavioral Services as identified in the NSP, included as part of the treatment plan, and in accordance with the Core Services Matrix.

Feedback:

Please revise this language, as follows:

~~“CONTRACTOR shall provide Day Rehabilitation, Day Treatment Intensive, Crisis Stabilization and Therapeutic Behavioral Services~~ necessary mental health services as identified in the NSP, included as part of the treatment plan, and in accordance with the Core Services Matrix.”

RESPONSE: The Department is taking this comment/question under advisement and will provide a response in the next update.

Second Feedback:

We continue to recommend our initially proposed revised language.

Comments:

1) While the STRTP is required to provide the core services listed in the CDSS Core Services Matrix, referenced in this language, and Welfare & Institutions Code Section 11463, the proposed deleted specific mental health services are not mandated.

2) Rather, the CDSS Core Services Matrix explicitly states that Day Rehabilitation, Day Treatment Intensive, Crisis Stabilization and Therapeutic Behavioral Services **“are not CORE SERVICES,” although they “may be necessary in the course of treatment and may be delivered by the STRTP.”**

3) The capacity to provide Day Rehabilitation and Day Treatment Intensive services in the County is extremely limited today as many providers dismantled these programs in order to achieve greater flexibility to meet the individual needs of clients, as desired by the County for the Katie A. class and subclass.

**SECOND
RESPONSE**

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54. **QUESTION:** SOW Page 19, Section 18.2.2:

In the event of an emergency, the CONTRACTOR may move a child without prior authorization from the CFT. The CONTRACTOR shall make every effort to keep the child in the same school.

Feedback:

Please revise this language, as follows:

“In the event of an emergency, the CONTRACTOR may move a child without prior authorization from the CFT. The CONTRACTOR shall make every effort to keep the child in the same school **when appropriate and in the best interest of the child.**”

RESPONSE:

The STRTP SOW was revised as follows:

In the event of an emergency, the CONTRACTOR may move a child without prior authorization from the CFT. CONTRACTOR shall make every effort to keep the child in the same school, if in the best interest of the child as determined by the child’s education rights holder.

55. QUESTION: SOW Page 19, Section 18.3.2:

The CONTRACTOR in collaboration with the CFT shall make every effort to maintain children in their school of origin until court jurisdiction terminates.

Feedback:

Please revise this language, as follows

“The CONTRACTOR in collaboration with the CFT shall make every effort to maintain children in their school of origin ~~until court jurisdiction terminates~~ **when appropriate and in the best interest of the child.**”

RESPONSE:

The STRTP SOW was revised as follows:

The CONTRACTOR in collaboration with the CFT shall make every effort to maintain children in their school of origin, if in the best interest of the child as determined by the child’s education rights holder until court jurisdiction terminates. If court jurisdiction ends during an academic year and the child is in K – 8th grade, the right to remain in their school of origin lasts through the end of that academic year.

56. QUESTION: SOW Page 20, Section 18.3.3:

The CONTRACTOR shall ensure children are immediately enrolled in school in accordance to Education Code, Section 48853.5(e)(8)(B): XXXX.

Feedback:

Please revise this language, as follows:

“The CONTRACTOR shall ensure children are ~~immediately~~ enrolled in school ~~in accordance to Education Code, Section 48853.5(e)(8)(B): XXXX~~ **within 3 school days.**” [Comments: 1) The STRTP needs time to assess the child to determine the most appropriate school setting for him/her. 2) Section 18.3.3.1 acknowledges school enrollment cannot be done

immediately in all situations. 3) Education Code Section 48853.5(e)(8)(B) relates to the enrollment responsibilities of the new school, not the provider agency.]

RESPONSE: This Education Code states the child's rights to immediate school enrollment. Any deviation from this language would be in violation of the code and the child's rights.

Second Feedback:

We continue to recommend our initially proposed revised language.

Comments:

1) While we agree the Education Code talks about a child's right to immediate school enrollment, it is in relation to the responsibility of the school district and not the provider.

2) Education Code Section 48853.5(f)(8)(B) (see below) relates to the enrollment responsibilities of the new school, not the caregiver or provider agency. [As Education Code Section 48853.5(e)(8)(B) does not exist, we believe the County meant to reference Education Code 48853.5(f)(8)(B).]

3) Education Code Section 48853.5(f)(8)(B)

The new school shall immediately enroll the foster child even if the foster child has outstanding fees, fines, textbooks, or other items or moneys due to the school last attended or is unable to produce clothing or records normally required for enrollment, such as previous academic records, medical records, including, but not limited to, records or other proof of immunization history pursuant to Chapter 1 (commencing with Section 120325) of Part 2 of Division 105 of the Health and Safety Code, proof of residency, other documentation, or school uniforms.

4) On the first day of placement, the STRTP may need time to address a child's other immediate needs besides school enrollment, such as medical care. As well, the STRTP regularly needs time to request and collect school records, and work with the education rights holder to make a best interest determination as to whether the child should remain in his or her school of origin.

5) Decisions regarding school enrollment that are not made in a thoughtful manner could actually result in increased educational instability for youth if they are forced into an inappropriate school setting which necessitates their transfer to another school setting later.

6) Our recommended revised language is consistent with the current Group Home Statement of Work (Section 3.2.3, Page 36) which states: "The CONTRACTOR shall enroll children within three (3) school days from the date of placement per DCFS requirements."

7) At the August 3rd stakeholder meeting, DCFS representatives noted that the Board of Supervisors Child Welfare Deputies had recently expressed concerns regarding monitoring findings related to school enrollment. ACHSA pointed out however, and DCFS acknowledged, that the Deputies were concerned that providers had not met the current requirement to enroll children within three school days, which is a different requirement than what is being proposed.

8) At the August 3rd stakeholder meeting, DCFS representatives suggested changing the term "enroll" to "register." This revision does not

make a material difference in the requirement and does not address our concerns related to the immediacy of the proposed timeline.

**SECOND
RESPONSE:**

57. QUESTION: SOW Page 22, Section 18.3.11:

For DCFS, children may leave the facility unaccompanied for specific purposes if it has been pre-approved by the County Worker, as described in the NSP/Quarterly Report template and if the CONTRACTOR or the designee agrees. The CONTRACTOR staff shall know the whereabouts of children, who are off grounds, and shall be able to identify who is responsible for supervision at all times.

Feedback:

Please revise this language, as follows:

“For DCFS, children may leave the facility unaccompanied for specific purposes if determined appropriate by the CONTRACTOR based on the Reasonable and Prudent Parent Standard (RPPS) or if it has been pre-approved by the County Worker, as described in the NSP/Quarterly Report template and if the CONTRACTOR or the designee agrees. If determined necessary based on the RPPS, ~~the~~ the CONTRACTOR staff shall know the whereabouts of children, who are off grounds, and shall be able to identify who is responsible for supervision at all times.

RESPONSE: The STRTP SOW was revised as recommended.

58. QUESTION: SOW Page 22, Section 18.3.11

For Probation, children shall be supervised at all times within the facility, as well as all times when outside the facility unless otherwise specifically stated in the COUNTY approved NSP developed by the CONTRACTOR’s Treatment Team.

Feedback:

Please revise this language, as follows:

“For Probation, children shall be supervised at all times within the facility, as well as all times when outside the facility unless: 1) otherwise deemed appropriate by the CONTRACTOR based on the RPPS, consistent with all court orders; 2) specifically stated in the COUNTY approved NSP developed by the CONTRACTOR’s Treatment Team; or 3) otherwise approved by the COUNTY.”

RESPONSE: The Department is taking this comment/question under

advisement and will provide a response in the next update.

Second Feedback:

As reported at the August 3rd stakeholder meeting, Probation has accepted this language.

**SECOND
RESPONSE:**

59. QUESTION: SOW Page 28, Section 19.5:

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

Feedback:

Please revise this language, as follows:

“The CONTRACTOR shall provide a regular monthly clothing allocation starting not more than thirty (30) days following the date of placement in the amount of at least \$8550 to be spent on clothing. Donated clothing may supplement but not replace the \$8550.”

Comment: Our agencies feel that \$50 is currently a sufficient amount of money.

RESPONSE:

There has been a welcoming and positive response to this change among some providers, which was openly expressed during the first stakeholders’ conference. Commentary indicated caregivers regularly spend more than \$85 on children in any given month. Lastly, it was further expressed the increase is appropriate and long overdue. Consumer goods and overall cost of living has significantly increased since the initial allowance was established in early 2000’s. The increase will remain unchanged.

60. QUESTION: SOW Page 30, Section 19.7.1:

The CONTRACTOR shall provide each child a base allowance appropriate to age and reasonably commensurate with peer group standards. The base amount shall not be less than the following amounts: \$5.00 (5-7 years); \$10.00 (8-10 years); \$15.00 (11-13 years); \$20.00 (14-16 years); and \$25.00 (17-19) per week, starting with the first full week of placement.

Feedback:

Please revise this language, as follows:

“The CONTRACTOR shall provide each child a base allowance appropriate to age and reasonably commensurate with peer group

standards. The base amount shall not be less than the following amounts: ~~\$5.00 (5-7 years); \$10.00 (8-10 years); \$15.00 (11-13 years); \$20.00 (14-16 years); and \$25.00 (17-19)~~ \$3.00 (5-7 years); \$6.00 (8-9 years); \$9.00 (10-12 years); \$12.00 (13-14 years); \$15.00 (15-16 years); and \$18.00 (17-18 years) per week, starting with the first full week of placement.”

Comments: We object to the proposed increases of the allowance base amounts for the following reasons:

1) STRTPs will serve clients with the highest needs in the system and will be expected to provide youth with everything that they need. As well, placed youth will require intensive supervision; therefore, STRTP staff will almost always accompany youth into the community and pay for everything (e.g., activities, meals).

2) Many youth have substance abuse issues and an excessive amount of allowance could potentially help to finance their addictions by providing them with a greater ability to purchase substances. This is especially true for discharged youth who are able to take home all of their unspent allowance, which could end up being hundreds of dollars. Does the County really want to set these youth up for failure as soon as they leave the STRTP programs?

3) It is highly unlikely that youth will receive an allowance of the proposed amounts when they return home. Additionally, the proposed allowance amounts can create inequities and conflicts within families with other children in the home who see a sibling in placement receiving an amount of allowance that their family cannot afford.

Orange County recently raised its allowance base amount to \$18.00 for an eighteen year old youth. Given that many STRTPs serve youth from other counties, the allowance base amounts should be as similar as possible for youth from all counties, so that STRTPs do not have to differentiate allowance amounts just because of the referring county. We are therefore proposing that DCFS align its uppermost allowance base amount with this same allowance base amount in effect for Orange County placed youth.]

RESPONSE:

There has been a welcoming and positive response to this change among some providers, which was openly expressed during the first stakeholders' conference. Lastly, it was further expressed the increase is appropriate and long overdue. Consumer goods and overall cost of living has significantly increased since the initial allowances were established in early 2000's. The increase will remain unchanged.

Second Feedback:

Please revise this language, as follows:

“The CONTRACTOR shall provide each child a base allowance appropriate to age and reasonably commensurate with peer group

standards. The base amount shall not be less than the following amounts: ~~\$5.00 (5-7 years); \$10.00 (8-10 years); \$15.00 (11-13 years); \$20.00 (14-16 years); and \$25.00 (17-19)~~\$6.00 (5-6 years); \$9.00 (7-9 years); \$12.00 (10-12 years); \$15.00 (13-15 years); and \$18.00 (16-18 years) per week, starting with the first full week of placement.”

Comments:

1) A 350% increase in the allowance base amounts from the current contract amounts is excessive and unreasonable. While ACHSA agrees with the County that the base allowance amounts should be increased, at the August 3rd stakeholder meeting DCFS representatives failed to provide any justification or methodology for the specific amount of the proposed increases, although they asked providers to justify allowance amounts lower than those being proposed.

2) While the uppermost allowance amount for children in group homes has been \$7.00 since 2000, according to the Consumer Price Index Inflation Calculator, which takes into account the price of goods and services purchased for consumption, if someone purchased something for \$7.00 in January 2000, it would only cost \$10.16 today (June 2017) to purchase that same item. Thus, DCFS’ proposed increases to the allowance amounts are clearly excessive, and in fact, ACHSA’s proposed allowance amounts also far exceed any necessary increases that take into account inflation.

3) ACHSA completed an extensive literature review to inform our proposed allowance amounts. According to numerous experts, including Consumer Reports, MarketWatch, BabyCenter, and Real Simple Magazine, the appropriate weekly allowance amounts for children range from \$0.50 to \$1.00 per year of age. So, for example, the appropriate allowance amount for an eighteen-year old youth would range from \$9.00 to \$18.00 per week. Our proposed allowance amounts align with the greater recommendation for \$1.00 per year of age.

4) STRTPs, which are short-term treatment interventions, will serve clients with the highest needs in the system and will be expected to provide youth with everything that they need. As well, placed youth will require intensive supervision; therefore, STRTP staff will almost always accompany youth into the community and pay for everything (e.g., activities, meals).

5) Many youth have substance abuse issues and an excessive amount of allowance could potentially help to finance their addictions by providing them with a greater ability to purchase substances. This is especially true for discharged youth who are able to take home all of their unspent allowance, which could end up being hundreds of dollars. Does the County really want to set these youth up for failure as soon as they leave the STRTP programs?

6) The proposed allowance amounts create unrealistic expectations as it is highly unlikely that youth will receive an allowance of the proposed amounts when they return home. Additionally, the proposed allowance amounts can create inequities and conflicts within families with other children in the home who see a sibling in placement receiving an amount of allowance that their family cannot afford.

7) Orange County recently raised its allowance base amount to \$18.00 for an eighteen year old youth. Given that many STRTPs serve youth from

other counties, the allowance base amounts should be as similar as possible for youth from all counties, so that STRTPs do not have to differentiate allowance amounts just because of the referring county. Our uppermost proposed allowance amount aligns with this same amount in effect for Orange County placed youth.

8) Youth in residential programs are linked to employment opportunities in the community or often benefit from agency employment programs through which they make earnings that augment their allowance amounts. This enhances independent living skills for youth and encourages responsibility.

9) At the August 3rd stakeholder meeting, DCFS representatives said that the increased allowance amounts were being proposed because “youth leave the system without knowing how to manage money.” In response, we would like to point out that the proper way to teach and support youth to learn how to manage money is not to simply increase their allowance to an arbitrarily high amount, but rather to show youth how to budget, save, and spend money within their established means.

10) As a finance columnist for *The New York Times* explained, “[Caregivers should provide children with] just enough money to buy a few things they really want, but not so much that they don’t have to make difficult choices.” Experts agree that caregivers should teach children to delay gratification in order to obtain things that they want so that they can differentiate needs and wants, and prioritize accordingly.

11) As discussed at the August 3rd stakeholder meeting, the base allowance amounts will be the minimum allowance amount paid to children. Many agencies use an incentive or level/phase system to allow children to earn more allowance, which instills the importance of earning money versus simply receiving money.

**SECOND
RESPONSE:**

61. QUESTION: SOW Page 31, Section 20.0:

Every referred child who meets the criteria of the CONTRACTOR’s program statement will be accepted.

Feedback:

Please replace this language with the following language:

“If the STRTP determines that a referred child cannot be accepted into its program, the STRTP must inform the Interagency Placement Committee of the specific reason why the child could not be accepted.”

Comments: 1) This language is consistent with the draft CDSS All County Letter on Interagency Placement Committees. 2) When determining the appropriateness of placements, it is critical for the STRTP to be able to consider the needs of each referred children in relation to the other placed children. 3) Would the County, for example, really want to place two youth who meet the Program Statement criteria in the same program if they were from rival gangs?

RESPONSE: This section was moved to Section 20.3 and modified as follows:

Every referred child who meets the criteria of the CONTRACTOR's program statement will be accepted. All placement decisions will be made through the IPC in collaboration with the CFT. Whenever possible the CONTRACTOR shall actively participate in the IPC process to ensure the child is properly matched with the STRTP program.

Second Feedback:

Please revise the language, as follows:

~~"Every referred child who meets the criteria of the CONTRACTOR's program statement will be accepted.~~All placement decisions will be made through the IPC in collaboration with the CFT. Whenever possible the CONTRACTOR shall actively participate in the IPC process to ensure the child is properly matched with the STRTP program."

Comments:

1) **The deleted language is in direct conflict with the state's position.**

The draft CDSS All County Letter on Interagency Placement Committees (page 13) states, "STRTP providers are **not required** to accept any specific child for placement."

2) **When determining the appropriateness of placements, judgment must be used and decisions should be made on a case-by-case basis. It is critical for the STRTP to be able to consider the needs of each referred children in relation to the other placed children.**

3) Would the County, for example, really want to place two youth who meet the Program Statement criteria in the same program if they were from rival gangs with a history of violence towards one another?

**SECOND
RESPONSE:**

62. **QUESTION:** SOW Page 33, Section 20.7:

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

Feedback:

Please revise this language, as follows:

"The CONTRACTOR shall readmit any child referred by the CONTRACTOR to a psychiatric hospital after the child is discharged from the hospital. ~~Exceptions to this rule are if: 1) the CONTRACTOR in consultation with the CFT mutually agree that~~ unless the child's readmission jeopardizes the health and safety of that child or others in the facility; or ~~2) a mutual treatment decision is reached with the CFT not to return the child to the facility."~~

Comment: If there is an emergency situation, the child and/or other placed children in the facility should not have to wait for a CFT meeting.

RESPONSE:

This Section does not address emergency replacements. All placement decisions (including returning from a hospitalization) must be conferred through CFT process. For emergency movement of children please refer to SOW Section 18.2.2.

Second Feedback:

Please revise this language, as follows:

"The CONTRACTOR shall readmit any child referred by the CONTRACTOR to a psychiatric hospital after the child is discharged from the hospital. ~~Exceptions to this rule are if: 1) the CONTRACTOR in consultation with the CFT mutually agree that~~ unless the child's readmission jeopardizes the health and safety of that child or others in the facility; or ~~2) a mutual treatment decision is reached with the CFT not to return the child to the facility."~~

Comments:

1) At the August 3rd stakeholder meeting, DCFS representatives agreed that emergency situations that threaten the health and safety of the child or others in the facility should be handled in the same manner as emergency movements of children, consistent with SOW Section 18.2.2, which clearly states that authorization from the CFT is not required for movement of children in emergency situations.

2) ACHSA's recommended language aligns with Section 18.2.2, although using the exact same language from that section here does not make sense.

3) If there is a health or safety concern, the child and/or other placed children in the facility should not have to wait for a CFT determination.

4) The exception, as currently written, makes no sense given how quickly psychiatric hospital discharges often occur, sometimes within a matter of hours. This short discharge timeframe would not allow time for consultation with the CFT to make a health and safety determination for the child.

SECOND

RESPONSE:

63. **QUESTION:** SOW Page 33, Section 20.8:

CONTRACTOR shall provide Notice of Intent to Discharge no less than fourteen (14) days prior to the anticipated discharge date unless it is agreed upon at the CFT meeting that less notice is necessary due to an immediate threat to the health and safety of the child or others.

CONTRACTOR shall explore through the CFT process and document any interventions/remedies before replacement, including consideration of a move within the CONTRACTOR's placement facilities, if available.

The COUNTY and the CONTRACTOR mutually agree that the lack of stability in placement is harmful to children and that the goal of this section is to maximize communication to lead to increased stability for children. All reasonable efforts shall be made to stabilize a child's placement and to determine through the CFT process whether any additional services may be provided to the child without resorting to replacement.

Prior to discharging a child, the CONTRACTOR shall, for DCFS children, provide the DCFS Regional Administrator and the child's County Worker's Supervisor a Notice of Intent to Discharge, documenting efforts to stabilize the placement, including police calls and mental health services, in advance of any anticipated discharge. The Notice of Intent to Discharge for a DCFS child may be provided by email or fax. For Probation children the CONTRACTOR shall: 1) provide oral notice to the PAS OD at (323) 730-4454 regarding Notice of Intent to Discharge; and 2) send the Notice of Intent to Discharge to the DPO of Record via e-mail.

Feedback:

Please re-order and revise this language as follows:

"The COUNTY and the CONTRACTOR mutually agree that the lack of stability in placement is harmful to children and that the goal of this section is to maximize communication to lead to increased stability for children. All reasonable efforts shall be made to stabilize a child's placement and to determine through the CFT process whether any additional services may be provided to the child without resorting to replacement.

Prior to discharging a child, the CONTRACTOR shall, for DCFS children, provide the DCFS Regional Administrator and the child's County Worker's Supervisor a Notice of Intent to Discharge, documenting efforts to stabilize the placement, including police calls and mental health services, in advance of any anticipated discharge. The Notice of Intent to Discharge for a DCFS child may be provided by email or fax. For Probation children the CONTRACTOR shall: 1) provide oral notice to the PAS OD at (323) 730-4454 regarding Notice of Intent to Discharge; and 2) send the Notice of Intent to Discharge to the DPO of Record via e-mail.

CONTRACTOR shall provide Notice of Intent to Discharge no less than ~~fourteen (14)~~seven (7) days prior to the anticipated discharge date unless it is ~~agreed upon at the CFT meeting that less notice is~~ necessary due to an immediate threat to the health and safety of the child or others

For non-emergency situations, CONTRACTOR shall explore through the CFT process and document any interventions/remedies before replacement, including consideration of a move within the CONTRACTOR's placement facilities, if available."

Comments: 1) If a child's placement is not working, it makes no sense to have to wait 14 days. 2) While we agree that the CFT should be involved in non-emergency situations, when there is an immediate health or safety threat, the child and the STRTP should not have to wait for a CFT meeting to determine that less notice is necessary.

RESPONSE:

A CFT is required whenever there is a placement disruption to explore resources and suitability of placement. 14 days allows ample time for a CFT to take place and assess circumstances surrounding placement disruption. Language will remain the same. For emergency movement of children please refer to SOW Section 18.2.2.

Second Feedback:

Please revise this language, as follows:

"For non-emergency situations, CONTRACTOR shall provide Notice of Intent to Discharge no less than fourteen (14) days prior to the anticipated discharge date unless it is agreed upon at the CFT meeting that less notice is necessary ~~due to an immediate threat to the health and safety of the child or others~~. **For emergency situations, see Section 18.2.2.**

CONTRACTOR shall explore through the CFT process and document any interventions/remedies before replacement, including consideration of a move within the CONTRACTOR's placement facilities, if available.

The COUNTY and the CONTRACTOR mutually agree that the lack of stability in placement is harmful to children and that the goal of this section is to maximize communication to lead to increased stability for children. All reasonable efforts shall be made to stabilize a child's placement and to determine through the CFT process whether any additional services may be provided to the child without resorting to replacement.

Prior to discharging a child, **except in emergency situations per Section 18.2.2**, the CONTRACTOR shall, for DCFS children, provide the DCFS Regional Administrator and the child's County Worker's Supervisor a Notice of Intent to Discharge, documenting efforts to stabilize the placement, including police calls and mental health services, in advance of any anticipated discharge. The Notice of Intent to Discharge for a DCFS child may be provided by email or fax. For Probation children the CONTRACTOR shall: 1) provide oral notice to the PAS OD at (323) 730-4454 regarding Notice of Intent to Discharge; and 2) send the Notice of Intent to Discharge to the DPO of Record via e-mail."

Comments:

1) The proposed revisions are necessary to make it clear that this Section does not apply to emergency situations.

2) While we agree that the CFT should be involved in non-emergency situations, when there is an immediate health or safety threat, the child and the STRTP should not have to wait for a CFT meeting to determine that less notice is necessary.

**SECOND
RESPONSE:**

64. QUESTION: SOW Page 35, Section 22.1:
The CONTRACTOR shall use the NSP available at **xxx**.

Feedback:

We would request that the County make a revised version of the NSP available for feedback prior to finalization.

RESPONSE: The Department is taking this comment/question under advisement and will provide a response in the next update.

65. QUESTION: SOW Page 38, Part D:
Performance Outcome Goals and Requirements Summary.

Feedback:

DCFS has a longstanding history of collaboratively developing performance outcomes and performance targets with the provider community. In order to develop the current Group Home performance measurement system, DCFS and its Group Home providers did a significant amount of collective work in terms of benchmarking, reporting, etc. This same process should be required prior to development of the current performance measures.

In addition, it is premature to finalize the County's performance outcomes prior to the state's finalization of the CCR performance outcomes. This is reinforced by the fact that the Interim DCFS Director previously informed ACHSA that the STRTP contract would be consistent with the new state requirements.

Per the Department's request, we are working to develop specific feedback regarding the proposed performance measures.

RESPONSE: These performance outcomes are consistent with the needs of DCFS. Many of the outcomes measures were left intact, however, the STRTP Performance measures are not necessarily consistent with the former Group Home performance measures. CCR and licensing standards yielded additional measures and an increase in some performance targets. We are awaiting the release of the

State's Performance Measures; however, these may or may not have a direct impact on the Departments performance measures.

Second Feedback:

Given the lack of time to develop a thoughtful process for agreeing on new outcome measure language, we request that the current performance outcome measure language remain in effect until such time as the state issues its proposed performance outcome measures. At such time, further collaborative discussion should be held with providers to discuss possible outcome measure modifications.

Comments:

1) DCFS' statement that the state performance measures "may or may not have a direct impact" on the County's performance measures directly conflicts with previous statements made by the Department that the new contract changes would only be to make DCFS program requirements consistent with the new state CCR requirements.

2) Further specific dialogue on how the performance measure outcome data will be reported is also required before making any changes to the current measures, confirming what DCFS and providers had previously agreed to – i.e., that certain measures were determined to be outside of the control of the provider, and therefore would be reported on a system-wide basis only.

**SECOND
RESPONSE:**

66. QUESTION: SOW Exhibit A-VIII
Special Incident Reporting Guide for STRTP

Feedback:

We strongly object to the revisions of the I-Track reporting timeframes from "by the next business day" and "by the same business day" to "within 24 hours," which would thereby require STRTPs to submit Special Incident Reports (SIRs) during weekends, for the following reasons:

1) STRTP staffing responsibilities on weekends will be different, which makes it very challenging for STRTP staff to have the ability to step away from caring for youth in order to submit SIRs.

2) SIRs are reviewed by designated managers within each agency in order to ensure the reports are clearly written, comprehensive, and accurate. This is a practice that ultimately saves providers, DCFS, Probation, and CCL time that would otherwise be spent on clearing up miscommunications and/or submitting SIR addendums. The designated managers who review SIRs are often not available to do so on weekends

3) In terms of unauthorized absences specifically, when a child runs away, the STRTP staff is very busy immediately calling law enforcement and filing a missing person's report, immediately calling the CSW/DPO/CPHL,

often taking steps to locate the child themselves, and contacting the parent. These activities, which take place immediately, are of much greater priority relative to the safety of the runaway child than submitting the SIR.

4) It is unclear to us how reporting on Saturdays and Sundays would enhance child safety. Will there be designated DCFS, Probation, and CCL staff immediately reviewing and responding to SIRs on Saturdays and Sundays.

RESPONSE: The Department is taking this comment/question under advisement and will provide a response in the next update.

Second Feedback:

We recommend that DCFS maintain the reporting timeframes in the current SIR Guide for Group Homes.

Comments:

1) Based on statements made by DCFS representatives at the August 3rd stakeholder meeting, we are concerned that DCFS appears to be wanting to dictate policy based on the non-compliance of some providers with the current special incident reporting standards. We would recommend that DCFS address such issues on an individual agency basis, rather than requiring all agencies to comply with new more stringent reporting requirements that are unreasonable for the reasons that we previously stated. (See initial ACHSA feedback.)

2) ACHSA questions how reporting on Saturdays and Sundays would enhance child safety and whether designated DCFS, Probation, and CCL staff would be immediately reviewing and responding to SIRs on Saturdays and Sundays.

3) DCFS representatives at the August 3rd stakeholder meeting said that even if the CSW/DPO and others would not be reviewing the SIR over the weekend, they would like to look into whether the Child Protection Hotline (CPHL) could receive SIRs on Saturdays and Sundays. It is important to note that there are other required reporting mechanisms in place outside of the I-Track system through which the County is immediately made aware of the most serious incident types.

For example, the existing reporting guidelines require that the CSW/DPO and CPHL/Probation PPQA Group Home Monitoring OD be immediately contacted by telephone following incidents involving alleged child abuse and death. Similarly, the CPHL and Probation PAS OD are made immediately aware of unauthorized absences that occur after hours and on the weekends.

4) The proposed requirements go beyond the STRTP Interim Licensing Standards, which require the STRTP to notify the CSW/DPO of specified serious incidents by the next business day following the event.

SECOND

RESPONSE:

67. QUESTION: SOW Exhibit AI-II

At least 75% of the Children successfully meet the Needs and Services Plan goals and are discharged in accordance with permanency plan.

Feedback:

Please rewrite this language so that there are two separate measures, as follows:

“At least ~~75~~**62**% of the children are discharged in accordance with their permanency plans.*

At least ~~75~~**62**% of the children who are discharged in accordance with their permanency plans successfully meet their Needs and Services Plan goals at discharge.*

***This measure only applies to children placed with the STRTP for at least 30 days.**

Comments: 1) The measures are separated to make the language clearer and consistent with the attached DCFS performance measure operational definition that was collaboratively developed and agreed upon in 2008. 2) Why was the performance target changed from 62% to 75%? What is the average percentage achieved of all group homes currently? 3) STRTPs are expected to care for youth with higher acuity and needs for a shorter period of time, yet are expected to achieve better outcomes? 4) Please restore the asterisk language, which was agreed upon in a prior stakeholder process.

RESPONSE:

These performance outcomes are consistent with the needs of DCFS. Many of the outcomes measures were left intact, however, the STRTP Performance measures are not necessarily consistent with the former Group Home performance measures. CCR and licensing standards yielded additional measures and an increase in some performance targets. We are awaiting the release of the State's Performance Measures; however, these may or may not have a direct impact on the Departments performance measures.

Second Feedback:

See our feedback for Issue #10 (Question 65).

Comments:

1) DCFS representatives at the August 3rd stakeholder meeting, in an effort to justify the proposed increases to the performance targets, stated that STRTPs will receive higher rates than the RCL rates and should therefore be expected to achieve improved outcomes. This argument,

however, is offset by the fact that STRTPs will be caring for youth with higher acuity and needs for shorter periods of time.

2) DCFS representatives at the August 3rd stakeholder meeting failed to provide the basis for the specific amount of the proposed increase. When the prior performance targets were established, they were determined only after extensive analysis, which included consideration of baseline performance in the system at the time.

**SECOND
RESPONSE:**

68. QUESTION: SOW Exhibit AI-II

At least 75% of the children discharged from the STRTP over a six (6) month period are discharged to a less restrictive setting than current placement.

Feedback:

Please revise this language, as follows:

“At least ~~75~~62% of the children discharged from the STRTP over a six (6) month period are discharged to a less restrictive setting than current placement.”

Comments: 1) Why was the performance target changed from 62% to 75%? What is the average percentage achieved of all group homes currently? 2) STRTPs are expected to care for youth with higher acuity and needs for a shorter period of time, yet are expected to achieve better outcomes?

RESPONSE:

These performance outcomes are consistent with the needs of DCFS. Many of the outcomes measures were left intact, however, the STRTP Performance measures are not necessarily consistent with the former Group Home performance measures. CCR and licensing standards yielded additional measures and an increase in some performance targets. We are awaiting the release of the State's Performance Measures; however, these may or may not have a direct impact on the Departments performance measures.

Second Feedback:

See our feedback for Issues #10 and #11 (Questions 65 and 67).

**SECOND
RESPONSE:**

69.

QUESTION: SOW Exhibit AI-II

87% of children discharged in accordance with the Permanency Plan have not reentered a STRTP six (6) months after discharge.

Feedback:

Please revise this language, as follows:

“87% of children discharged in accordance with their ~~Permanency P~~plans who receive aftercare services from the STRTP for six (6) months following discharge have not reentered a STRTP ~~during the~~ six (6) months period after discharge.”

Comment: This outcome should only pertain to children who receive aftercare services from the STRTP during the entire six-month period following discharge.

RESPONSE:

These performance outcomes are consistent with the needs of DCFS. Many of the outcomes measures were left intact, however, the STRTP Performance measures are not necessarily consistent with the former Group Home performance measures. CCR and licensing standards yielded additional measures and an increase in some performance targets. We are awaiting the release of the State's Performance Measures; however, these may or may not have a direct impact on the Departments performance measures.

Second Feedback:

See our feedback for Issue #10 (Question 65).

**SECOND
RESPONSE:**

70.

QUESTION: SOW Exhibit AI-III

At least 62% of the children successfully meet the NSP goals prior to discharge.

Feedback:

Please revise this language, as follows:

“At least 62% of the children ~~are making progress toward~~ successfully meeting their NSP goals prior to discharge.*

*This measure only applies to children placed with the STRTP for at least 30 Days.”

Comments: 1) The proposed language revisions are consistent with the attached DCFS performance measure operational definition that was collaboratively developed and agreed upon in 2008. 2) It is unreasonable to expect that youth will meet 100% of their NSP goals prior to discharge.

RESPONSE:

These performance outcomes are consistent with the needs of DCFS. Many of the outcomes measures were left intact, however, the STRTP Performance measures are not necessarily consistent with the former Group Home performance measures. CCR and licensing standards yielded additional measures and an increase in some performance targets. We are awaiting the release of the State's Performance Measures; however, these may or may not have a direct impact on the Departments performance measures.

Second Feedback:

See our feedback for Issue #10 (Question 65).

**SECOND
RESPONSE:**

71. QUESTION: SOW Exhibit AI-III
Children enrolled in school immediately, attending school regularly, achieving academic progress, and participating in supplemental education and extracurricular activities.

Feedback:

Please revise this language, as follows:

“Children are enrolled in school immediately within 3 school days, attending school regularly, achieving academic progress, and participating in supplemental education and extracurricular activities.”

Comments: 1) The STRTP needs time to assess the child to determine the most appropriate school setting for him/her. 2) SOW Section 18.3.3.1 acknowledges school enrollment cannot be done immediately in all situations

RESPONSE:

These performance outcomes are consistent with the needs of DCFS. Many of the outcomes measures were left intact, however, the STRTP Performance measures are not necessarily consistent with the former Group Home performance measures. CCR and licensing standards yielded additional measures and an increase in some performance targets. We are awaiting the release of the State's Performance Measures; however, these may or

may not have a direct impact on the Departments performance measures.

Second Feedback:

See our feedback for Issue #10 (Question 65).

**SECOND
RESPONSE:**

72. **QUESTION:** SOW Exhibit AI-III
100% of these children will receive Transition and Emancipation services and encouraged and supported to participate in the COUNTY's ILP.

Feedback:

Please revise this language, as follows:

"100% of ~~these~~ children age 16 and older will receive Transition and Emancipation services and are encouraged and supported to participate in the COUNTY's ILP, if available."

*This measure only applies to children placed with the STRTP for at least 30 Days.

Comment: County ILP services are not always available.

RESPONSE:

These performance outcomes are consistent with the needs of DCFS. Many of the outcomes measures were left intact, however, the STRTP Performance measures are not necessarily consistent with the former Group Home performance measures. CCR and licensing standards yielded additional measures and an increase in some performance targets. We are awaiting the release of the State's Performance Measures; however, these may or may not have a direct impact on the Departments performance measures.

Second Feedback:

See our feedback for Issue #10 (Question 65).

**SECOND
RESPONSE:**

73. **QUESTION:** SOW Exhibit AI-III
100% of the children have completed and current health/ education binders.

Feedback:

Please revise this language, as follows:

“100% of the children have ~~completed~~ and current health/education binders.”

Comment: The STRTP should only be responsible for providing health and education information for the time period the youth resides in the STRTP. Agencies are not always able to access past health information.

RESPONSE:

Language will remain as written. This is language from the existing contract and abides by WIC Section 16010.

These performance outcomes are consistent with the needs of DCFS. Many of the outcomes measures were left intact, however, the STRTP Performance measures are not necessarily consistent with the former Group Home performance measures. CCR and licensing standards yielded additional measures and an increase in some performance targets. We are awaiting the release of the State's Performance Measures; however, these may or may not have a direct impact on the Departments performance measures.

Second Feedback:

See our feedback for Issue #10 (Question 65).

SECOND
RESPONSE:

74. QUESTION: Is this bid closing date of 9/06/2017 referring to STRTP as well, or just Foster Care Placement Services?

RESPONSE:

75. QUESTION: There are no vendors currently providing the STRTP initial 40 hour certification course in the Los Angeles County region. There are only a few who is only providing the continuing education 12 hours training for those who already have group home administrative licenses. How can new prospective STRTP programs bid if there are no vendors providing the full 40 hour training in our region, especially if the deadline to submit for the STRTP bid is 9/07/2017? For our nonprofit youth rehab, I have personally gone through the STRTP Orientations, we all meet the educational portion to qualify for the license, but again, there are no vendors providing the initial 40 hours of training for the STRTP program. They are still only providing Group Home Administrator training.

RESPONSE:

76. QUESTION: Please provide more clarity and transparency on the actual # of STRTP beds will be needed in LA county. If your stated projections are accurate, there are already an excess of beds, so agencies should know this before they make the transition.

RESPONSE:

77. QUESTION: Please address the lack of acute psychiatric beds for adolescents. If children with more acute mental health issues will be in STRTP placements, what happens if there is a need for hospitalization and no beds are available?

RESPONSE:

78. QUESTION: Please address lack of psychiatrists who accept Medical patients.

RESPONSE:

79. QUESTION: I attended the stakeholder meeting held on August 3rd and experienced a number of times when DCFS made reference to the STRTP kids being the same as the FFA kids. I would like to ask that when you are considering aspects of the STRTP program, that you consider that the kids in the STRTP program are not the same kids residing in a foster home. The amount of supervision that the STRTP kids, as mandated by state law clearly establishes, is that the STRTP kids have significant behavioral and emotional issues, much greater than the kids in the FFA's. Our goal is to assist them in managing their behaviors so that they can safely step down to an FFA, but while with us, they will require significant amounts of supervision, direction, guidance, etc. Not like the FFA's who are typically allowed more independence and ability to interact in the community without supervision.

RESPONSE:

80. QUESTION: SOW – Section 17.5:
"The CONTRACTOR shall ensure participation in the CFT by any staff identified by the CONTRACTOR who has participated in the child's treatment plan."

Feedback:

Add "...including person(s) who participate in the child's education."

Reason: The child spends a significant portion of their time in school, and should be spending another significant portion of their time at the placement working on schoolwork. Any decisions about the child, either how they are currently performing, determining needed services, or

planning for their next steps would necessarily require the involvement of someone who can speak to their current educational needs. Moreover, CFTs should include people identified by the youth as a critical support in meeting his/her goals. Oftentimes, young people have meaningful connections to teachers, counselors, administrators, coaches, and other school staff, so every effort should be made to either directly include education partners in the CFTs, or have the CONTRACTOR consult with education partners around case planning.

RESPONSE:

81. QUESTION:

SOW – Section 18.3.2:

‘Right of Child to Remain in School of Origin: The CONTRACTOR in collaboration with the CFT shall make every effort to maintain children in their school of origin until court jurisdiction terminates...” and,

SOW - Section 18.3.4:

‘arrange appropriate transportation to and from school...” and,

SOW - Section 18.2.2: “Emergency Movement of Children:...The CONTRACTOR shall make every effort to keep the child in the same school...”

Feedback:

Add: “When a child is initially placed in an STRTP, or moved in the event of an emergency, the CONTRACTOR shall transport the child to the child’s school of origin pending a determination by the child’s education rights holder whether it is in the child’s best interest to continue attending the school of origin, or transfer to a new school.

if the child’s education rights holder determines it is in the child’s best interest to remain in the school of origin, the CONTRACTOR shall, in collaboration with the education rights holder, DCFS and the child’s school district, develop a transportation plan. If other means of transportation (such as a school bus, public transportation, or transportation by a parent or relative) are not available or appropriate, the CONTRACTOR shall continue to transport the child to his or her school of origin.”

Reason: Based on current law and past experience, there is a significant need to provide clarification here. In our experience, group providers interpret the current contract language about “reasonable” or “appropriate” transportation to mean that they may decide on their own whether to transport youth to their school of origin, and they almost always decide not to do so -- and in some cases take the position that they are not even required to transport youth to their local public school. Therefore, it is important to clarify that:

School of origin is the default until another decision has been made (Elementary and Secondary Education Act as amended by ESSA: ESEA §§ 111(g)(1)(E), 1112(c)(5)(B); Cal. Educ. Code § 48853.5.), and The education rights holder is the only one with the right to make that decision

(Cal. Rules of Ct . 5.649, 5.650.), and Transportation will be essential for youth to exercise this right, and the STRTPs in often the best position to provide that transportation (Fostering Connections Act of 2008: 42 U.S.C. § 475(4)(A), (1)(G).

RESPONSE:

82. QUESTION:

SOW – Section 18.3.3:

‘Immediate Enrollment of Child in School: The CONTRACTOR shall ensure children are immediately enrolled in school in accordance to Education Code, Section 48853.5(e)(8)(B). If a foster child changes schools, s/he has a right to be enrolled...’

Feedback:

Add: “If the educational rights holder has made a determination that it is in the best interest of the child to transfer from their school of origin, the child has a right to be immediately enrolled in his/her local school in the least restrictive environment. The CONTRACTOR shall, in collaboration with the child’s education rights holder, DCFS and the school district, ensure that the child is enrolled in classes that are appropriate to the child’s academic level, and that will fulfill graduation requirements, and that are on a comprehensive campus unless there is a current expulsion order, an IEP that requires an alternative placement, or the education rights holder consents to a different placement. If the CONTRACTOR believes the child needs an initial or updated IEP, the CONTRACTOR shall work with the child’s education rights holder and the school district to initiate the IEP process.”

Also, the citation should be to section “f”, rather than section “e” of the Education Code.

Reason: This section, as written currently, accurately states the legal requirement to immediately enroll a child in school. However, it is important to remind STRTPs that the first thing they should consider is the school of origin. This should be reframed so that STRTPs are starting from the assumption of school of origin, and looking at immediate enrollment rules only after that is resolved.

Additionally, we added language regarding the type of program in which a youth is enrolled. This is essential because youth have the right to attend school in the least restrictive environment (EC §§ 48850(a)(1), 48853(g); WIC §§ 361(a), 726(b)) We sometimes see group homes developing systems of, for example, sending all youth in their care to a continuation school, or a non-public school on their campus that is not an appropriate placement. The law is clear that youth have the right to attend school in the least restrictive environment, which in most cases, is their local, comprehensive school. It is also essential that providers work with others involved with the youth to make sure they are enrolled in appropriate classes.

RESPONSE:

83. QUESTION:

SOW – Section 18.3.4:

'CONTRACTOR's Participation in Child's School Program: The CONTRACTOR shall: 1) represent the child at parent meetings, open houses, etc.; 2) work with the child's teachers and academic counselor to monitor educational progress..."

Feedback:

Revise: "CONTRACTOR's Participation in Child's School Program: The CONTRACTOR shall: 1) attend all parent meetings, open houses, etc. if the education rights holder grants consent; 2) in collaboration with the education rights holder, work with the child's teachers and academic counselor to monitor educational progress..."

It is of course essential for STRTPs to engage in the child's school meetings and monitor their progress. However, it is important to make clear that the STRTP is not the education rights holder; they will need to engage and work with the education rights holder to fulfill these duties.

RESPONSE:

84. QUESTION:

SOW – Section 18.3.5:

'Daily Homework and Cognitive/Developmental Stimulation: The CONTRACTOR shall engage the child in age and developmentally appropriate activities. These may include computer access time, tutoring, homework assistance, visits to the library or museums, reading, arts, crafts, music, dramas, extracurricular activities and other educational enrichment."

Feedback:

Add: "...The CONTRACTOR shall provide homework assistance, including positive reward systems, to ensure that all homework is completed on a daily basis. The CONTRACTOR shall provide adequate access to working computers, as is necessary to complete school work. If determined necessary by the child's CFT, the CONTRACTOR shall provide tutoring and/or access to, and support utilizing, reading intervention programs."

Reason: We have come across many group homes which provide no support for homework, extremely limited access to computers (despite most schools requiring the daily use of computers to complete homework), and no support in reading. Making these things mandatory, if determined appropriate by the CFT, would clarify a child's right to access these services.

RESPONSE:

85. QUESTION: SOW – Section 18.3.6:
“Tutoring: The CONTRACTOR shall arrange for tutoring to improve the child’s basic skills to the extent that these services are available and are specified in the NSP...”

Feedback:

Add: “If needed, the CONTRACTOR shall collaborate with the school district, the LACOE Foster Youth Services Coordinating Program, and/or local community-based tutoring programs to arrange for tutoring. Tutoring is needed if the child is receiving failing grades in any courses, struggling to complete homework, or if determined necessary by the CFT and/or the school’s Student Study Team, to improve the child’s basic reading, writing, and math skills.”

Reason: In our experience, a large portion of the youth in group homes are struggling with basic skills and work completion. It would add clarity to this requirement to make clear when the service is needed, and to suggest potential community resources, particularly the LACOE FYSCP’s tutoring resource, as it has historically been prioritized for foster youth in group home care.

RESPONSE:

86. QUESTION: SOW – Section 18.3.7:
“Educational Information: The CONTRACTOR shall document in the NSP and report to the County Worker the following information...”

Feedback:

Revise: “The CONTRACTOR shall document in the NSP and report to the County Worker and the *Education Rights holder* the following information...” At the end of the section, it should also state: “If the child is at risk of suspension or expulsion, or there is a concern related to the current or potential special education needs of the student, the CONTRACTOR shall additionally report them to the attorney for the child.”

Reason: The education rights holder is the decision maker, and thus must be kept informed of what is happening with the child’s education. For certain issues, such as school discipline and special education, it is vital that the child’s attorney be made aware so that they can intervene and support the child as needed.

RESPONSE:

87. QUESTION: SOW – Section 18.3.10:
“Planned Leisure, Extracurricular, Enrichment, and Social Activities”

Feedback:

Add: “Transportation must be provided to enable child to participate in school-based sports and extracurricular activities (such as band, performing arts, clubs, etc.), as well as any additional activities as determined appropriate by the CFT.”

Reason: Too often, group home youth have been excluded from these activities – despite the explicit provisions of the law (Welf. Inst. Code § 362.05)– because “the van leaves at 3:30.” Without addressing this issue clearly, youth will not be able to participate in these activities in any meaningful way.

RESPONSE:

88. QUESTION:

SOW – Section 12.5:

Paragraph 12.5, lists data that must be included in a monthly outcome report (# of abuse/neglect referrals, # of changes in placement).

Feedback:

Why are these two data points required to be reported monthly? The list of performance outcomes on pp. 39-41 is clear and comprehensive, but it is not clear how often the STRTPs must report on them. We recommend that the SOW require quarterly or semi-annual reports on all of these measures, rather than monthly reports on just a few data points.

RESPONSE:

89. QUESTION:

SOW – Section 18.1:

Feedback:

Since many youth in STRTPs will be eligible for SSI, we suggest requiring STRTPs to submit records of mental health and other treatment services to the CSW for use in support of an SSI application, as needed (in addition to submitting the written results of testing as required already by 18.1.1).

RESPONSE:

90. QUESTION:

SOW – Sections 18.2, 18.5, and 22.0:

Feedback:

Paragraphs 18.2, 18.5, and 22.0 of the SOW, state that STRTPs must provide “transition services,” and “permanency support services,” but doesn’t specify that they must provide aftercare – i.e. continue services

when a youth leaves the facility. We strongly recommend that the SOW require STRTP contractors to be qualified as Wraparound/DMH providers, so they can bill through MediCal for therapy, case management, etc. to provide continuity as youth 'step down' from the STRTP to parents, relatives or foster homes.

RESPONSE:

91. QUESTION: SOW – Section 18.4.2:

Feedback:

We recommend adding: "This is included, but not limited to, ensuring that eligible youth apply for and receive Independent Living Program funds."

RESPONSE:

92. QUESTION: SOW – Section 18.4.3:

Feedback:

We recommend adding: "The CONTRACTOR shall ensure that all interested youth are referred to the Individualized Transitional Skills Program (ITSP)."

RESPONSE:

93. QUESTION: SOW – Section 19.6:

Feedback:

Paragraph 19.6 of the SOW addresses issues with other personal items, but does not address the issue of cell phones. Cell phones often provide a "lifeline" for youth who experience multiple moves and disruptions, helping them maintain contact with friends and family members -- but phone use is also an area of frequent conflict between youth and placement providers. We recommend providing some guidance in the SOW, by adding the following language:

The CONTRACTOR must provide for safe storage of personal belongings, including cell phones and other electronic devices. The CONTRACTOR is not required to pay for youths' cell phone service, and may impose reasonable time limits and other rules for cell phone use. The CONTRACTOR may not, however, prohibit youth from possessing or using cell phones unless, as documented in the youth's NSP, allowing cell phone use would create a serious risk of harm to the youth and/or other persons.

RESPONSE:

94. QUESTION: SOW – Section 20.8:

Feedback:

Paragraph 20.8 of the SOW, deals with storage of the youth's belongings after the youth is discharged or runs away. It provides that the contractor will send the youth's belongings to the CSW after 10 days. This seems likely to result in frequent loss of belongings; we suggest that 30 days would be a more reasonable period for providers to hold a youth's belongings before sending them to the CSW. For probation youth, paragraph 20.8 provides that the STRTP will hold the belongings for 30 days and "make diligent efforts to contact parents or guardians to pick them up." This language implies that probation youths' belongings can be discarded after 30 days. Instead, we recommend specifying that after 30 days the providers should send the youth's belongings to the youth's DPO if they have been unable to arrange for the youth or a family member to pick up the belongings.

RESPONSE:

95. QUESTION: STRTP Contract – Unique Terms and Conditions – Part I Section 12.4.1:

Feedback:

The list of special target populations that STRTPs may choose to serve is problematic in that it pathologizes LGBTQ youth—this is an aspect of human identity, not a disability or special need, and every provider should be competent to serve youth regardless of sexual orientation or gender identity. Also, some of the categories seem redundant or vague, and some important ones such as CSEC and regional center youth are omitted.

We suggest that this language be revised as follows:

"... and any target populations the CONTRACTOR has specialized expertise in serving, such as specific demographic groups (e.g. pregnant and parenting youth; LGBTQ youth; monolingual Spanish speakers); youth with special health care needs or disabilities (e.g. developmental or learning disabilities; non-ambulatory, vision or hearing impaired, encopretic or enuretic, etc.); or youth with specific mental health or behavioral issues (e.g. substance abuse; sexual acting-out; suicidal or self-harming; physically or sexually assaultive; gang-affiliated); victims of commercial sexual exploitation."

RESPONSE:

QUESTIONS AND ANSWERS

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

1. QUESTION: Section 4.5 – clarify that the “dedicated Recruiter/Trainer for ISFC” can also recruit for regular FFA as well, not have to be exclusive as that would be very limiting.

RESPONSE: Provided that this is a position that is solely dedicated to Recruiting and Training, the contract will allow for recruitment and training for both ISFC and FFA.

2. QUESTION: SOW – Section 2.3. Where is DCFS/Probation/DMH in the implementation of the 300 ISFC slots (beds)?

RESPONSE: Over the past year, there has been an average of 80 ISFC beds which is far short of the 300 bed goal. There continues to be the need to increase the number of ISFC beds to accommodate the growing need. It is expected that the FFAs will continue in their efforts to recruit homes/beds.

3. QUESTION: ITFC question. IHBS workers often visit child multiple times per week based on CFT+agreed plan. Ratio of IHBS should consider the # of agreed visits for each child. Ideally, ratio for the IHBS worker should not exceed 1:6. Some children are seen 3x a week (1:8 or more is too high).

RESPONSE: This is to indicate that they cannot exceed this amount, but the agency may have less than the maximum noted.

4. QUESTION: Would recommend for ratio of IHSC and clinicians to be 1:12.

RESPONSE:

QUESTIONS AND ANSWERS

INTENSIVE SERVICES FOSTER CARE FOSTER FAMILY AGENCY FOR CHILDREN WITH SPECIAL HEALTH CARE NEEDS

1. QUESTION: Walden provides SHCN placements in Southern California. I would suggest that given varied needs of children whose medical needs meet the SHCN program, it would be better to have 2 levels of care rather than 1. We have a

SHCN level of care chart we use with other counties if this would be helpful.

RESPONSE:

The Department has determined that the ISFC-SHCN payment rate will be Level of Care rate 5. It is the county's position that this will develop placements for children and youth with special health care needs, which is the current need of our Department.

Note: WIC Section 17710 Provides a definition for "Child with special health care needs", which is a child, or a person, twenty-two (22) years or younger who is completing a publicly funded education program, has conditions that can rapidly deteriorate resulting in permanent injury or death, or has a medical condition that requires specialized in-home health care, and who has either been deemed a dependent of the court per Section 300 but is in the custody of the county welfare department, or who has a developmental disability and is receiving services and case management from a Regional Center.

Please see the Attachment I entitled F-Rate Criteria Guidelines. Children and youth with Special Health Care Needs (SHCN) would fall in not less than criteria for F-rate 3 and F-rate 4. The level of care required would be determined by the Department's Public Health Nurse in collaboration with the child and family's team.

2. QUESTION:

SOW pg. 14, 10.6 – recommend language is changed to state “prior to placement of a specific child with medical needs, the child’s doctor, HUB or hospital provides that FP with the training, as FFAs aren’t medical professionals and don’t have a licensed health care professional on staff”.

RESPONSE:

- 3. QUESTION:** Request that the Contract would consider FFAs including other counties in the contract to help place children with special needs where agencies have licensed FFAs in other counties. At this time, we would have to obtain special permission to place in our San Diego FFA.

RESPONSE:

All FFAs who are granted a contract with the Department for ISFC-SHCN children and youth will be able to receive placements from Los Angeles County regardless of location.

- 4. QUESTION:** If Walden's RFA Program Statement is approved to provide ISFC for children with SHCN, can the County place SHCN children under the new RFA level of care prior to the new contract starting 1/1/2019?

RESPONSE:

Yes, resource families in FFAs that meet the requirements for placement of children with SHCN can accept placement prior to commencement of the new contract starting 1/1/2019.

QUESTIONS AND ANSWERS

CONTRACT RELATED QUESTIONS

1. **QUESTION:** The Zero tolerance on human trafficking provision is impossible, needs to be changed.

RESPONSE: The Zero Tolerance Policy on Human Trafficking is a County of Los Angeles Board of Supervisors' mandated policy. Please provide specific details on what is not possible.

2. **QUESTION:** Do we have to apply for a new contract or we are just implementing the SOW on the current contract?

RESPONSE: All of the current Group Home and Foster Family Agency Services contracts will expire on December 31, 2018. Any agency that is interested in providing Short Term Residential Therapeutic Program and FFA services under new contracts effective January 1, 2019, must participate in the upcoming Foster Care Placement Services solicitation.

3. **QUESTION:** What is the current term, how long are you extending it for?

RESPONSE: All of the current Group Home and Foster Family Agency Services contracts will be extended through December 31, 2018. The new Short Term Residential Therapeutic Program and FFA services contracts will be effective January 1, 2019 through December 31, 2019 with four additional one-year options to extend.

4. **QUESTION:** When are the new special health needs contract will start? Is it January 2019?

RESPONSE: Yes, the new contracts for Intensive Services Foster Care Foster Family Agency for Children with Special Health Care Needs (ISFC-SHCN) will be effective January 1, 2019.

5. **QUESTION:** If our agency does not meet all requirements, can we submit a proposal with another agency we plan to subcontract that does meet the requirements?

RESPONSE: No, an agency must meet all the requirements in order to contract with the County of Los Angeles for Foster Care Placement Services.

6. **QUESTION:** STRTP Ts & Cs, Page 62, Section 28.0
The CONTRACTOR shall indemnify, defend and hold harmless the

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

Feedback:

Please revise this language, as follows:

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

RESPONSE:

Los Angeles County Chief Executive Office (CEO) , Risk Management, has reviewed the language as presented in the Feedback and recommended that DCFS not to change the County's standard indemnification language. CEO Risk Management opined that revision to the language as presented in the Feedback would diminish the scope of the indemnification to the detriment of the County.

Second Feedback:

Please revise this language, as follows:

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

SECOND

RESPONSE:

The proposed feedback will diminish the scope of the indemnification to the detriment of the County. Therefore, the original language will not be revised.

7. **QUESTION:** Agencies that have multiple contracts with DCFS are asked to provide the exact same general agency information to DCFS for each individual contract, which creates a significant administrative burden.

Feedback:

DCFS should maintain a "permanent file" for each contractor where general agency information is maintained. This would relieve the administrative burden involved when contractors are asked to provide information to DCFS

that has previously been submitted.

RESPONSE: DCFS agrees with this feedback and will work on developing a protocol to address this issue.

8. **QUESTION:** Exhibit C-II: Auditor-Controller/DCFS/Probation Department Fiscal Audit Phases, Fiscal Audits of STRTP Foster Care Services Contractors, Page 2.
A-C staff will contact CONTRACTOR's representatives to notify them of the fiscal audit review and to arrange for an entrance conference. Absent extenuating circumstances, the entrance conference is to be held within 30 calendar days of request, at a mutually agreeable time.

Feedback:

Please revise this language, as follows:

"A-C staff will contact CONTRACTOR's representatives to notify them of the fiscal audit review and to arrange for an entrance conference. Absent extenuating circumstances, the entrance conference is to be held no sooner than two weeks from request but within 30 calendar days of request, at a mutually agreeable time."

[Comment: Providers need at least two weeks' notice to prepare for the fiscal reviews, which involves collecting the materials to be reviewed, setting aside physical space to accommodate the fiscal reviewers, and dedicating staff to assist them.]

RESPONSE: This section will be revised to read:
A-C staff will contact CONTRACTOR's representatives to notify them of the upcoming fiscal audit review at least six weeks prior to the requested entrance conference timeframe and to schedule the entrance conference. Absent extenuating circumstances, the entrance conference is to be held no sooner than six weeks from request but within 45 calendar days of request, at a mutually agreeable time."

Second Feedback:

Please revise this language, as follows:

"A-C staff will contact CONTRACTOR's representatives to notify them of the fiscal audit review and to arrange for an entrance conference. Absent extenuating circumstances, the entrance conference is to be held ~~no sooner than six weeks from request but~~ within 45 calendar days of request, but with at least two weeks notice, at a mutually agreeable time."

**SECOND
RESPONSE:**

9. **QUESTION:** Exhibit N: DCFS/Probation STRTP Contract Investigation/Monitoring/Audit Remedies and Procedures, Page 2.
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.

Feedback:

Please rewrite this language, as follows:

“Corrective action must be taken 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. DCFS/Probation will provide immediate oral notice and written notification of the requested action within three business days. CONTRACTOR will be given specific due dates, not to extend beyond three calendar days, to correct the deficiencies.”

Comment: Our proposed revisions make the language clearer and more sequential.

RESPONSE:

This section will be revised to read:

Contractor will response to requests for immediate verbal/oral requests for Corrective action to resolve 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. DCFS/DMH/Probation will provide written confirmation of the requested action within three business days. CONTRACTOR will be given specific due dates, not to extend beyond three calendar days, to correct the deficiencies.

Second Feedback:

Please revise this language, as follows:

“Contractor will ~~responded~~ to ~~requests for~~ immediate verbal/oral requests for Corrective action to resolve 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. DCFS/DMH/Probation will provide written confirmation of the requested action within three business days. CONTRACTOR will be given specific due dates, not to extend beyond three calendar days, to correct the deficiencies.”

SECOND

RESPONSE:

10. QUESTION: Exhibit N: DCFS/Probation STRTP Contract Investigation/Monitoring/Audit Remedies and Procedures, Page 3.

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.

Feedback:

Please revise this language, as follows:

"For Child Safety/Endangerment/ Insurance Provisions Holds, DNR, DNU status, Aa 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."

Comment: This language is consistent with Exhibit N in the current FFA and Group Home contracts, and was agreed upon in a prior stakeholder process.

RESPONSE: The Department is taking this comment/question under advisement and will provide a response in the next update.

Second Feedback:

Comment: The recommended revised language goes hand in hand with the recommended revised language that was accepted for #2 of the Hold/DNR/DNU Procedures. Without this additional language, which was agreed upon in a prior stakeholder process, the 15-day notice requirement in the next section would not mean anything.

**SECOND
RESPONSE:**

11. QUESTION: Exhibit N: DCFS/Probation STRTP Contract Investigation/Monitoring/Audit Remedies and Procedures, Page 4.

The following language was deleted from #2 of the Hold/DNR/DNU Procedures:

"County will notify Contractor in writing 15 days prior to DCFS'/Probation's intention to place Contractor on Hold for Administrative reasons (except Insurance Provisions). County will notify Contractor in writing 72 hours prior to DCFS'/Probation's intention to implement Do Not Refer, or Do Not Use Status related to Administrative reasons (except Insurance Provisions). 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."

Feedback:

Please restore this language, which was agreed upon in a prior

stakeholder process.

RESPONSE:

This section will be revised to read:

County will notify Contractor in writing via electronic mail 15 business days prior to DCFS/DMH/Probation's intention to place Contractor on Hold for Administrative reasons (except for Insurance Provisions). County will notify Contractor in writing 72 hours prior to DCFS/Probation's intention to implement Do Not Refer, or Do Not Use Status related to Administrative reasons (except Insurance Provisions). 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.

12. QUESTION: FFA Ts & Cs, Page 38, Section 13.6

To better assist CONTRACTOR in the certification and re-certification process and to ensure safer homes for placed children, prior to certifying prospective foster parents and re-certifying current foster parents, CONTRACTOR shall contact their assigned Out-of-Home Care Management monitor to inquire about any prospective or current Resource Family Parent's prior child abuse history. During the certification and recertification process, CONTRACTOR shall require prospective and current Resource Families to sign a release of information form, Applicant's Authorization For Release of Information (Exhibit A-VI) to ensure details of any and all prior child abuse history be released to CONTRACTOR. CONTRACTOR shall submit the release of information form to their assigned monitor. The monitor will provide the CONTRACTOR with information if the prospective or current Resource Family Parent has any prior history of abuse and/or neglect which has been investigated by DCFS.

Based on information received, CONTRACTOR shall make a determination on the suitability of the prospective Resource Family Parent's and the continued use of a currently Resource Family Parent's ability to provide care and supervision of a placed child.

Feedback:

Please revise this language, as follows:

"To better assist CONTRACTOR in the **certification approval and re-certification** process and to ensure safer homes for placed children, prior to **certifying approving** prospective foster parents ~~and re-certifying current foster parents~~, CONTRACTOR shall contact their assigned Out-of-Home Care Management monitor to inquire about any prospective ~~or current~~ Resource Family Parent's prior child abuse history. During the **certification**

approval and recertification process, CONTRACTOR shall require prospective ~~and current~~ Resource Families to sign a release of information form, Applicant's Authorization For Release of Information (Exhibit A-VI) to ensure details of any and all prior child abuse history be released to CONTRACTOR. CONTRACTOR shall submit the release of information form to their assigned monitor. The monitor will provide the CONTRACTOR with information if the prospective ~~or current~~ Resource Family Parent has any prior history of abuse and/or neglect which has been investigated by DCFS.

Based on information received, ~~CONTRACTOR~~ the COUNTY shall make a determination on the suitability of the prospective Resource Family Parent's ~~and the continued use of a currently Resource Family Parent's~~ ability to provide care and supervision of a placed child, and provide notification of such determination to CONTRACTOR within 2 business days of CONTRACTOR's submission of Exhibits A-IV and A-VI."

[Comments: 1) Will the child welfare reference check be completed for County approved resource parent applicants as well? We recommend that the County complete these reference checks for all County and FFA approved resource parents to ensure the safety of children placed in all resource family homes and to reflect the parity that is a key component of Resource Family Approval. 2) Today, the child welfare history checks at recertification do not uncover any new or meaningful information, and have reportedly added delays to the recertification process.]

RESPONSE: Ts and Cs, Section 13.0 will be incorporated into FFA SOW. Please refer to FFA SOW, Section 10 for RFA process. As to the Reference checks, the Department is taking this comment/question under advisement.

13. **QUESTION:** FFA Ts & Cs, Page 62, Section 28.0
The CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, agents and volunteers ("COUNTY Indemnities") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the COUNTY Indemnities.

Feedback:

Please revise this language, as follows:

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

RESPONSE: Please see response to question 6 above.

- 14. QUESTION:** Agencies that have multiple contracts with DCFS are asked to provide the exact same general agency information to DCFS for each individual contract, which creates a significant administrative burden.

Feedback:

DCFS should maintain a “permanent file” for each contractor where general agency information is maintained. This would relieve the administrative burden involved when contractors are asked to provide information to DCFS that has previously been submitted.

RESPONSE: Please see response to question 7 above.

- 15. QUESTION:** Exhibit C-II: Auditor-Controller/DCFS/Probation Department Fiscal Audit Phases, Fiscal Audits of FFA Foster Care Services Contractors, Page 2.

A-C staff will contact CONTRACTOR’s representatives to notify them of the fiscal audit review and to arrange for an entrance conference. Absent extenuating circumstances, the entrance conference is to be held within 30 calendar days of request, at a mutually agreeable time.

Feedback:

Please revise this language, as follows:

“A-C staff will contact CONTRACTOR’s representatives to notify them of the fiscal audit review and to arrange for an entrance conference. Absent extenuating circumstances, the entrance conference is to be held no sooner than two weeks from request but within 30 calendar days of request, at a mutually agreeable time.”

[Comment: Providers need at least two weeks’ notice to prepare for the fiscal reviews, which involves collecting the materials to be reviewed, setting aside physical space to accommodate the fiscal reviewers, and dedicating staff to assist them.]

RESPONSE: Please see response to question 8 above.

- 16. QUESTION:** Exhibit N: DCFS/Probation FFA Contract Investigation/Monitoring/Audit Remedies and Procedures, Page 2.

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.

Feedback:

Please rewrite this language, as follows:

“Corrective action must be taken 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. DCFS/Probation will provide immediate oral notice and written notification of the requested action within three business days. CONTRACTOR will be given specific due date(s), not to extend beyond three calendar days, to correct the deficiencies.”

[Comment: Our proposed revisions make the language clearer and more sequential.]

RESPONSE: Please see response to question 9 above.

17. QUESTION: Exhibit N: DCFS/Probation FFA Contract Investigation/Monitoring/Audit Remedies and Procedures, Page 3.

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.

Feedback:

Please revise this language, as follows:

“For Child Safety/Endangerment/ Insurance Provisions Holds, DNR, DNU status, Aa 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.”

[Comment: This language is consistent with Exhibit N in the current FFA and Group Home contracts, and was agreed upon in a prior stakeholder process.]

RESPONSE: Please see response to question 10 above.

18. QUESTION: Exhibit N: DCFS/Probation FFA Contract Investigation/Monitoring/Audit Remedies and Procedures, Page 4.

The following language was deleted from #2 of the Hold/DNR/DNU Procedures:

“County will notify Contractor in writing 15 days prior to DCFS'/Probation's intention to place Contractor on Hold for Administrative reasons (except Insurance Provisions). County will notify Contractor in writing 72 hours prior to DCFS'/Probation's intention to implement Do Not Refer, or Do Not Use Status related to Administrative reasons (except Insurance Provisions). 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.”

Feedback:

Please restore this language, which was agreed upon in a prior stakeholder process.

RESPONSE: Please see response to question 11 above.

19. QUESTION:

RESPONSE: Xxxxxxx

Updated: August 17, 2017