

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

309



FROM: DEPARTMENT OF PUBLIC SOCIAL SERVICES

SUBMITTAL DATE:

June 29, 2010

SUBJECT: APPROVAL OF MASTER AGREEMENTS WITH GROUP HOMES AND FOSTER FAMILY AGENCIES FOR THE PROVISION OF RESIDENTIAL CARE AND TREATMENT SERVICES

RECOMMENDED MOTION: Move that the Board of Supervisors:

1. Approve the attached Master Agreement Templates for the provision of foster care services with qualified licensed Group Homes and Foster Family Agencies;
2. Authorize the Director of DPSS to administer agreements with each group home and foster family agency providing residential placements to Riverside County foster youth;
3. Authorize the Director of DPSS to make future modifications to eligible foster care provider lists based on the needs of the Department (Attachments A & B) ; and
4. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to execute agreements with individual group homes and foster family agencies, exercise renewal options, and to sign amendments that do not change the substantive terms of the agreements.

Susan Loew

Susan Loew, Director

(CONTINUED – 2 PAGES IN TOTAL)

FINANCIAL DATA

Current F.Y. Total Cost:	\$0	In Current Year Budget:	YES
Current F.Y. Net County Cost:	\$0	Budget Adjustment:	NO
Annual Net County Cost:	\$0	For Fiscal Year:	2010/2011

SOURCE OF FUNDS: Federal Funds – 24.4 %, State Funds – 30.6 %, County Funds – 45.0 %.

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

APPROVE

C.E.O. RECOMMENDATION:

Debra Cournover
Debra Cournover

County Executive Office Signature

Dep't Recomm.:
Per Exec. Ofc.:

Consent Policy

Consent Policy

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Stone and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone and Benoit
Nays: None
Absent: Ashley
Date: June 29, 2010
xc: DPSS, Purchasing, Risk Mgmt.

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

Prev. Agn. Ref.:

District: All

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.54

TO: BOARD OF SUPERVISORS

DATE: 06/29/10

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**SUBJECT: MASTER AGREEMENTS WITH GROUP HOMES AND
FOSTER FAMILY AGENCIES**

BACKGROUND:

Pursuant to State regulation, County Welfare Departments have defined responsibilities related to foster care administration, including placement of children in foster homes and group homes, regular monitoring of the children and the care provided, and payment of State approved rates to the foster care providers. Historically, the Department has utilized State approved agreement forms to delineate the responsibilities of the provider and DPSS. However, these forms are not sufficiently detailed to enable the Department to ensure a desired level of accountability regarding care and services, or the ability to recoup overpayments in instances where a foster child has a change in placement. Additionally, through the recent financial monitoring performed by the Auditor-Controller's Office, there were other provisions identified to enhance liability coverage for the County and ensure that the agencies understand that financial monitoring may be performed by the County, in addition to the auditing performed by the State Department of Social Services.

In developing these agreements, DPSS held focus group discussions with selected foster care providers to identify core issues and ensure that agreements were comprehensive and reflective of industry best practices. We also engaged County Counsel, Risk Management, the Auditor-Controller, and various DPSS staff to refine the agreements before you today.

Included with the Master Agreement templates are listings of licensed group homes and foster family agencies that are currently eligible to serve Riverside County foster children. The State Department of Social Services, through Community Care Licensing, retains the authority to approve and deny agencies for their compliance with State licensing requirements. As a result, these lists are subject to change based on State actions and will be updated accordingly. It is also important to clarify that executing an agreement with a provider does not guarantee that foster children will be placed with the provider. The placement decision will be based on the specific needs of the child.

By implementing these new agreements, Riverside County will be able to more effectively ensure that quality care is being provided to foster youth in accordance with State regulations, as well as ensure compliance with various administrative, programmatic, and fiscal expectations of the County.

With the Board's approval of the agreements, DPSS will schedule an orientation with foster care providers to introduce them to the new agreements and address any questions and concerns they may have. The providers have already been advised that we were moving in this direction, so they are anticipating this as a next step.

TO: BOARD OF SUPERVISORS

DATE: 06/29/10

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SUBJECT: MASTER AGREEMENTS WITH GROUP HOMES AND FOSTER FAMILY AGENCIES

BACKGROUND (CONT'D):

FINANCIAL DATA:

The County's share of cost for contracted services is already contained within the Department's approved FY 10/11 budget. No additional County Funds are required.

CONCUR/EXECUTE:

Risk Management
County Purchasing

ATTACHMENTS:

Master Agreement Template for Group Homes
Master Agreement Template for Foster Family Agencies
List of Group Homes Proposed for Contract (Attachment A)
List of Foster Family Agencies Proposed for Contract (Attachment B)

Riverside County Group Homes (GHs) Proposed for Contract by CSD Placement

	Name of Group Home	Address	City	State	ZIP
1	All of God's Children	28108 Belfry Circle	Moreno Valley	CA	92555
2	Alternative	5462 Pinto Street	Riverside	CA	92509
3	Alpha Connection	22675 Anoka Rd.	Apple Valley	CA	92308
4	Berhe	1906 Commercenter Dr. East, Suite 207	San Bernardino	CA	92408
5	Broad Horizons	1236 H Street	Ramona	CA	92065
6	C.A.R.E.	P.O. Box 1047	Camarillo	CA	93011
7	California Family Life Center (CFLC)	P.O. Box 727	Hemet	CA	92546
8	Camry Group Home	10621 Holly	Alta Loma	CA	91701
9	Charis Youth Center	714 W. Main Street	Grass Valley	CA	95945
10	CHARLEE-Riverside	6711 Arlington Ave.	Riverside	CA	92505
11	CHARLEE-Indio	45691 Monroe Street Suite 1	Indio	CA	92201
12	Childhelp USA	P.O. Box 247	Beaumont	CA	92223
13	Children's Enriched Group	727 Myrtle Ave.	Perris	CA	92571
14	Cicero's H.O.P.E.	22487 Domer	Moreno Valley	CA	92553
15	Corinthians Helping Hands	11519 Carlisle Place	Rancho Cucamonga	CA	91730
16	David & Margaret Home	1350 Third Street	LaVerne	CA	91750
17	Diakonia	P.O. Box 700	Rialto	CA	92377
18	Downs & Martin	P.O. Box 1107	Pomona	CA	91769
19	Dredd Memorial Group Home	11020 Western Hills Dr.	Riverside	CA	92505
20	Excelsior - Colorado (Out of State Placement)	15001 East Oxford Avenue	Aurora	CO	80014
21	Father's Heart Ranch	71-175 Aurora Rd.	Desert Hot Springs	CA	92241
22	Ferree's	P.O. Box 570	Cabazon	CA	92230
23	Fields Comprehensive	8780 19th Street Box 196	Alta Loma	CA	91701
24	Future Stars Youth Services	406 Myrtle Wood Dr.	Calimesa	CA	92320
25	Guiding Light GH	24618 Ormista Drive	Moreno Valley	CA	92553
26	HART Community Homes	301 Amerige Street	Fullerton	CA	92832
27	Hillview Acres Children's Home	3683 Chino Ave.	Chino	CA	91710
28	Inland Empire Residential	710 Church Street	Redlands	CA	92374
29	Little People's World	P.O. Box 248	Cherry Valley	CA	92223
30	Mar Vista	1025 Service Place Suite 103	Vista	CA	92084

31	Mary's Shelter	P.O. Box 10433	Santa Ana	CA	92711
32	Maryvale Group Home	P.O. Box 1039	Rosemead	CA	91770
33	McKinley Home for Boys	762 W. Cypress Street	San Dimas	CA	91773
34	New Beginnings	P.O. Box 207	Perris	CA	92572
35	New World Independent	231 E. Alessandro Ave. A488	Moreno Valley	CA	92508
36	New Haven	P.O. Box 1199	Vista	CA	92085
37	Oakgrove Institute	24275 Jefferson Avenue	Murrieta	CA	92362
38	Olive Crest	3050 Chicago Ave. Suite 180	Riverside	CA	92507
39	Pacific Havens	21260 Olive Street	Perris	CA	92570
40	Penny Lane	9630 Wilbur Avenue	Northridge	CA	91324
41	Perfect Image	16761 Washington Street	Riverside	CA	92504
42	Phoenix House	11600 Eldridge Ave.	Lake View Terrace	CA	91342
43	Plan It Life	5729 Vista Del Caballero	Riverside	CA	92509
44	Prodigal Son GH	34712 County Line Rd.	Yucaipa	CA	92399
45	Rancho Damacitas-Campus	P.O. Box 890326	Temecula	CA	92589
46	Riverstones Residential	26967 Beaumont Ave.	Redlands	CA	92373
47	Rosemary Cottage	3244 E. Green Street	Pasadena	CA	91107
48	Operation Safehouse Shelter Home	9685 Hayes Street	Riverside	CA	92503
49	Safehouse of the Desert GH	72710 East Lynn Street	Thousand Palms	CA	92276
50	Salvation Army Door of Hope	2799 Health Center Drive	San Diego	CA	92123
51	Sojourners Haven	14605 Graham Ave.	Victorville	CA	92394
52	Starshine Treatment Centers, Inc.	1255 E. Highland Ave., Suite 216	San Bernardino	CA	92404
53	T-Town Prep.	34712 County Line Rd.	Yucaipa	CA	92399
54	Terra Manor	11720 Cricket Drive	Bloomington	CA	92316
55	Trinity-Charmichael	9276 Greenback Lane	Orangevale	CA	95662
56	Turning Point Development Center, Inc.	19042 Cajon Blvd.	Devore	CA	92407
57	Wright's Adolescent Development Center	274 S. Dallas Avenue	San Bernardino	CA	92410

Riverside County Foster Family Agencies (FFAs) Proposed for Contract by CSD Placement

	Name of Foster Family Agency	Address	City	State	ZIP
1	A Coming of Age FFA	965 S. Mt. Vernon	San Bernardino	CA	92408
2	AASK Adopt a Special Kid	8201 Edgewater Dr. # 103	Oakland	CA	94621
3	ABC Foster Family Agency	1520 Brookhollow Dr., Ste. 35	Santa Ana	CA	92705
4	ALBA Care Services	729 Main St. East Suite	El Centro	CA	92243
5	Alliance Human Services, Inc.	9166 Anaheim Pl. #225	Rancho Cucamonga	CA	91730
6	Alpha Treatment Centers	5053 Lamart Drive, Suite 107	Riverside	CA	92507
7	America Care FFA	120 West Bonita Avnue, Suite 203	San Dimas	CA	91773
8	Angels Foster Family Network	6160 Fairmount Avenue, Ste. H	San Diego	CA	92120
9	Ark Foster Family Agency	9645 Arrow Route, Bldg. 5, Ste. A	Rancho Cucamonga	CA	91730
10	Arrowhead Foster Family Agency	27169 Highway 189, 2nd Floor	Blue Jay	CA	92317
11	Aspira Foster Family Services (aka Moss Beach Homes)	400 Oyster Point Blvd., Suite 501	South San Francisco	CA	94080
12	Avant-Garde FFA	1655 East 6th Street, Ste. A-1B	Corona	CA	92879
13	Bienvenidos FFA	205 East Palm	Alta Dena	CA	91001
14	Bright Horizons FFA	1003 E. Cooley Dr. #102	Colton	CA	92324
15	California Family Life Center (aka Sheltering Palms)	P.O. Box 727	Hemet	CA	92546
16	California Institute of Health & Social Services (aka Children's Way FFA)	P.O. Box 1974	Rialto	CA	92377
17	Canyon Acres Children's Services FFA	160 South Fairmont Blvd	Anaheim Hills	CA	92808
18	Child Help USA FFA	P.O. Box 247	Beaumont	CA	92223
19	Children's Bureau of Southern CA	3910 Oakwood Avenue	Los Angeles	CA	90004
20	Children's Plus FFA	P.O. Box 3584	Rancho Cucamonga	CA	91729
21	Community Access Network	2791 Green River Road, Suite 101	Corona	CA	92882
22	Concept 7 Inc. FFA	3100 South Harbor Blvd., Suite 200	Santa Ana	CA	92704
23	Creative Solutions	P.O. Box 7090	Moreno Valley	CA	92552
24	David & Margaret Homes, Inc.	1350 Third Street	La Verne	CA	91750
25	Families First-Stockton	2291 W. March Lane, Ste. C-101	Stockton	CA	95207
26	Family Builders by Adoption	401 Grand Ave.	Oakland	CA	94610
27	Family Connections Christian Adoptions	1120 Tully Road	Modesto	CA	95350
28	Family Health & Support Network, Inc.	74-410 US Hwy 111 #D	Palm Desert	CA	92260

29	Family Hope FFA - Hinton's Manor	16420 Perris Blvd., Suite M	Moreno Valley	CA	92551
30	Foster Family Network/Childnet	P.O. Box 4550	Long Beach	CA	90804
31	Fred Jefferson Memorial	12981 Perris Blvd. Ste. 207/208	Moreno Valley	CA	92553
32	Futuro Infantil Hispano FFA	P.O. Box 4724	West Covina	CA	91791
33	Greenhouse Family Services	1280 Palmyrita Avenue, Suite E	Riverside	CA	92507
34	Guardians of Love	3741 Stocker Street #204	Los Angeles	CA	90008
35	Hannah's Children Homes	9269 Utica Avenue, Suite 120	Rancho Cucamonga	CA	91730
36	Hannah's House	5900 S. Eastern Ave., Suite 140	Commerce	CA	90040
37	Happy Faces FFA	50 North 1st	Banning	CA	92220
38	Holy Family Services	P.O. Box 26368	Los Angeles	CA	90026
39	Homes of Hope FFA	1107 S. Glendora Ave.	West Covina	CA	91790
40	Hudson Lyndsey FFA	5241 Santa Ana Canyon Road, Ste. 160	Anaheim	CA	92807
41	Hugs Foster Family Agency	27525 Enterprise Circle West, Ste. 101A	Temecula	CA	92590
42	Indian Child and Family Services FFA (aka Indian Child Welfare)	P.O. Box 2269	Temecula	CA	92593
43	Institute for Black Parenting	11222 So. La Cienega Blvd., Ste. 233	Inglewood	CA	90304
44	Interim Care Foster Family Agency	10251 Trademark St. Ste. A	Rancho Cucamonga	CA	91730
45	Kamali'l Foster Family Agency, Inc.	31772 Casino Drive Ste. B	Lake Elsinore	CA	92530
46	Kinship Center	124 River Rd.	Salinas	CA	93908
47	Knotts Foster Family Agency	1505 West Highland Avenue, Ste. 19	San Bernardino	CA	92411
48	Koinonia Foster Homes, Inc.	P.O. Box 1403	Loomis	CA	95650
49	LDS Family Services	791 No. Pepper Ave.	Colton	CA	92324
50	Litehouse Children & Family Services	1887 Business Center Drive, Ste. 5	San Bernardino	CA	92408
51	Lulliput Children Services - Sacramento	1651 Response Road #300	Sacramento	CA	95815
52	Masada Homes Foster Family Agency	8485 Tamarind Ave.	Fontana	CA	92335
53	McKinley Children's Center FFA	762 W. Cypress Ave.	San Dimas	CA	91773
54	Nightlight Christian Adoptions FFA	801 E. Chapman Ave. Ste. 106	Fullerton	CA	92831
55	Ninos Latinos Unidos FFA	2060 Chicago Avenue, Ste. A23	Riverside	CA	92507
56	Nuevo Amanecer Latino FFA	5400 Pomona Blvd.	Los Angeles	CA	90022
57	Olive Crest Foster Family Agency	2130 East Fourth St., Ste. 200	Santa Ana	CA	92705
58	Optimist Foster Family Agency	P.O. Box 411076	Los Angeles	CA	90041

59	Positive Attitude Outlook of So. CA.	10700 Civic Center Drive, Ste. 200	Rancho Cucamonga	CA	91730
60	Rancho Jireh Foster Homes	P.O. Box 890326	Temecula	CA	92589
61	Rosemary Children's Services	36 South Kinneloa Ave., Ste. 200	Pasadena	CA	91107
62	Serenity Infant Care Homes	600 South Grand Ave.	Covina	CA	91724
63	Specialized Care Foster Family Homes	3350 Shelby Street, Ste. 125	Ontario	CA	91764
64	There is Hope FFA	8801 Central Ave. Unit F	Montclair	CA	91763
65	TJO Fowroe Haven Homes, Inc. FFA	4130 Flatrock Drive., Ste. 110	Riverside	CA	92505
66	Tender Loving Care (TLC)	1665 E. 4th Street, Suite 108	Santa Ana	CA	92701
67	Transcendence Children & Family Services	1173 East San Bernardino Ave.	Pomona	CA	91767
68	Triad Family Services/Children to Cherish	P.O. Box 60320	Sacramento	CA	95860
69	Trinity Foster Care (aka Trinity Youth Services)	P.O. Box 848	Colton	CA	92324
70	United Care FFA	3699 Crenshaw Blvd.	Los Angeles	CA	90016
71	United Connections Foster Family	11626 Sterling Ave., Ste. E	Riverside	CA	92503
72	Valley Oaks Foster Family Agency	36945 Mesa Road	Temecula	CA	92592
73	Village Foster Family Agency	6736 Laurel Canyon Blvd. Ste. 200	North Hollywood	CA	91606
74	Walden Family Services/Walden Environment	3576 Arlington Ave., Ste. 106	Riverside	CA	92506

Riverside County Department of Public Social Services
 Contracts Administration Unit
 10281 Kidd Street
 Riverside, CA 92503

PROFESSIONAL SERVICES AGREEMENT: (CONTRACT NUMBER)
 CONTRACTOR: (CONTRACTOR NAME)
 AGREEMENT TERM: July 1, 2010 through June 30, 2011

WHEREAS, the Department of Public Social Services hereinafter referred to as DPSS, desires to enter into a **Master Agreement with Group Homes** to accept placements from DPSS to provide children with Residential Care and Treatment Services;

WHEREAS, (CONTRACTOR) is qualified to accept placements and provide children with Residential Care and Treatment Services;

WHEREAS, DPSS desires (CONTRACTOR), hereinafter referred to as the Contractor, to perform these services in accordance with the TERMS and CONDITIONS (T&C) attached hereto and incorporated herein by this reference. The T&C specify the responsibilities of DPSS and the Contractor;

NOW THEREFORE, DPSS and the Contractor do hereby covenant and agree that the Contractor shall provide said services in return for monetary compensation, all in accordance with the terms and conditions contained herein of this Agreement.

Authorized Signature for County:	Authorized Signature for Contractor:
Printed Name of Person Signing: Mark Whitesell	Printed Name of Person Signing:
Title: Procurement Contract Specialist	Title:
Address: 10281 Kidd Street Riverside, CA 92503	Address:
Date Signed:	Date Signed:

JUN 29 2010 3.54

FORM APPROVED COUNTY COUNSEL
 BY: *Jam - R - Mc* 6/2/10
 LANISA R-MCKENNA DATE

GROUP HOME

RESIDENTIAL CARE AND TREATMENT SERVICES

PROFESSIONAL SERVICES AGREEMENT

TERMS AND CONDITIONS

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- Exhibit A – Contractor’s Responsibilities – ADMINISTRATIVE
- Exhibit B – Contractor’s Responsibilities - CLIENT SERVICES
- Exhibit C – Riverside County Facility Quarterly Progress Report Form
- Exhibit D - Confidentiality Statement
- Exhibit E - Contractor’s Obligations Under HIPAA
- Exhibit F –Group Home Agency Agreement (CDSS Form SOC 154)
- Exhibit G– Notice of Action Form
- Exhibit H – Initial Placement Checklist

CONTRACT TERMS AND CONDITIONS

I. ABBREVIATIONS/DEFINITIONS

- A. "CASA" refers to the Court Appointed Special Advocate. The CASA volunteers to advocate for foster children to ensure their needs are met.
- B. "CCR" refers to provisions contained in California Code of Regulations Title 22, Division 6, Chapters 1 and 5 under the authority of the State of California, Department of Social Services, Community Care Licensing Division.
- C. "Client" refers to each individual child placed with the GROUP HOME.
- D. "Community Care Licensing Division" or "CCLD" refers to the Division of the California Department of Social Services that licenses community care facilities including Group Homes. They also monitor compliance with Title 22 regulations.
- E. "Concurrent" refers to the process of planning for one of two eventualities, the child being returned to his/her birth parent(s) or becoming available to adoptive or other permanent placement.
- F. "CONTRACTOR" refers to any employee, agent or representative of the contract company used in conjunction with the performance of the contract. For the purposes of this agreement, CONTRACTOR and GROUP HOME may be used interchangeably.
- G. "Corrective Action Plan" or "CAP" refers to a document that serves as the Contractor's commitment to remedy deficiencies in response to findings uncovered during investigations, monitoring visits, and audits in accordance with OHI and IREMS protocols.
- H. "COUNTY" refers to the Department of Public Social Services on behalf of the County of Riverside and its Board of Supervisors.
- I. "CPR" refers to Cardiopulmonary Resuscitation, a first aid technique used to attempt revival of unconscious persons.
- J. "CSD" refers to the Children's Services Division of the Riverside County Department of Public Social Services.
- K. "CSSW" refers to the Department of Public Social Services, Children's Social Services Social Worker assigned to each dependent child.
- L. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement.
- M. "Emancipation" refers to successful passage of foster youth to adulthood, including becoming a responsible and contributing member of the Community.

- N. "Emancipation Planning" refers to services designed to enable Placed Children age 14 years or older to successfully develop competencies in areas that will enhance their passage to adulthood once jurisdiction of case status has terminated.
- O. "Expended Funds" or "Expended" or "Expenditures" refers to AFDC-FC funds, received through this contract that are subsequently spent by the Contractor for the care and services of Placed Children. Expended funds must be reasonable and allowable in accordance with --Use of Funds Exhibit
- P. "FR" refers to a formal plan of activities and events intended to lead to family reunification of foster children with their birth or other parents or guardians.
- Q. "Group Home" means a facility which provides 24-hour care and supervision to an average of six or more children, provides services to a specific client group, and maintains a structured environment, with such services provided at least in part by staff employed by the Group Home. For purposes of this agreement Group Home and Contractor shall be used interchangeably.
- R. "Hold Status" means a suspension of placement of children to the Contractor by placing the Contractor on Hold Status in accordance with OHI and IREMS protocols. A Contractor may be placed on temporary or permanent hold at any time findings are uncovered during investigations, monitoring visits, and audits.
- S. "ICOP" refers to the Interagency Committee on Placement (ICOP) that provides administrative oversight of all Placement related matters in Riverside County and has the authority to rescind support letters and notify CCL on behalf of the County when deemed necessary.
- T. "Independent Living Program" or "ILP" refers to the program authorized under 42 U.S.C. 677 of the Social Security Act for services and activities to assist/prepare Placed Children age 16 or older to make the transition from out-of-home care to independent living. ILP services may be provided to former foster youth up to age 21 and is a major component of Emancipation Planning.
- U. "IREMS" refers to the Riverside County Interagency Review Evaluation Mentoring Support Team. This team consists of staff from Probation, Mental Health, and DPSS and is charged with the responsibility of assessing out of home facilities that have been referred for further evaluation by staff for non-emergency/safety concerns. An OHI referral is to be made immediately if a safety concern is identified.
- V. "OHI" refers to the Out of Home Investigations Unit of DPSS. This unit conducts investigations on allegations of abuse and neglect involving Riverside County's relative caregivers, small family homes, group homes, non-related extended family members, and licensed/certified foster homes or facilities (FFAs). This may include homes located in Riverside County with any dependent child in placement and homes located outside of Riverside County with Riverside Dependents in placement.

- W. "Written plan identifying the specific needs and services of the child (**Also Known as the Needs and Services Plan**)" refers to a comprehensive, individualized, time-limited, goal oriented plan that identifies the specific needs of an individual child placed with the GROUP HOME. The Plan shall include, but is not limited to, those items specified in Title 22, that delineates those services necessary in order to meet the child's identified needs.
- X. "Permanence" refers to a stable living situation for children along with the preservation and continuity of their family relationships, culture, and connections. Term used to describe the activities and outcomes used to support a child's move to a permanent placement.
- Y. "Placed Child" or "Placed Children" refers to any child or children placed by the County receiving services from the Contractor pursuant to this Contract.
- Z. "Program Statement" refers to a written plan which identifies the client population, program structure and supervision inclusive of specific program information. This standardized GROUP HOME Program Statement that must be prepared for county placement, Community Care Licensing Division, and Aid to Families with Dependent Children- Foster Care (AFDC-FC) rate setting.
- AA. "Quarterly Progress Report" refers to a report provided by the GROUP HOME that notes each child's progress and milestones achieved for the 90 day period being reported.
- BB. "Rate" or "RCL" refers to the Rate Classification Level for rate of payment, which serves as the basis for monthly payment to Group Homes as determined by the California Department of Social Services, Foster Care Rates Bureau. The RCL is calculated on the basis of the number of staff hours and the educational level of staff employed who have direct contact with children.
- CC. "Safety" refers to protecting children from abuse and neglect in their own homes whenever possible and minimizing the risk of harm to children. The absence of imminent or immediate threat of moderate-to-serious harm to a child.
- DD. "Subcontractor" refers to an organization or individual that enters into a Contract with the Contractor to provide specific program services. Such individuals are not considered employees of the Contractor or the County. In foster care, a Subcontractor usually provides hourly or fixed fee services based on the number of Placed Children in the program.
- EE. "TILP" refers to a youth's Transitional Independent Living Plan, and is used to identify skills needing development by a youth. The TILP is updated every six months to monitor a youth's progress in developing identified skill-sets and identifying those skills needing more development.
- FF. "Treatment Services" refers to the provision of therapeutic services to children who reside in group homes. These services, may include, but are not limited to, assessing children's needs for the following: education and mental health services,

sexual or physical abuse counseling, alcohol or drug abuse counseling, and vocational training, and determining the appropriate individual case plan to ensure those needs are met. Treatment services shall be structured to help the child overcome their problems and achieve the goals specified in the written plan identifying the specific needs and services of the child.

GG. "Well Being" refers to preserving the well-being of children and families which includes: 1) families having enhanced capacity to provide for their children; 2) school-age children attaining appropriate education achievements; and 3) children receiving adequate services to meet their physical and mental health needs, safety and injury prevention, and child development.

II. DPSS RESPONSIBILITIES

DPSS shall:

- A. Understand that the State of California, Department of Social Services, Community Care Licensing Division remains the ultimate authority for establishing regulations and enforcing compliance for foster care providers.
- B. Without interfering with the role and/or obligation of the State, offer additional oversight of foster care providers who provide services throughout Riverside County. The role of Riverside County DPSS is secondary to the State, and should not be misconstrued as a substitute authority under any circumstances.
- C. Ensure that the terms of this Agreement are met, and are consistent with the provisions contained in California Code of Regulations Title 22, Division 6, Chapters 1 and 5 under the authority of the State of California, Department of Social Services, Community Care Licensing Division.
- D. Assign DPSS Placement staff to be the liaison between the Contractor and Riverside County DPSS.
- E. Refer children between the ages of 6 – 17 to the Contractor for temporary residential care and treatment services on an as needed basis. DPSS reserves the right to decide if placements with the Contractor are appropriate, and does not guarantee that placements will be made with the Contractor.
- F. Provide the Contractor with as much complete and accurate information as is available to DPSS, and include in the placement packet for each child. At minimum, DPSS shall provide the GROUP HOME with the placement screening form, court minute order containing medical/dental/psychological and placement authorizations, case plan, visitation plan (who, limits, etc.) and placement agreement within 10 business days from the placement start date.
- G. Complete the most current version of the required State of California Placement Agency – Group Home Agreement (SOC 154 Form) **as designated by CDSS, attached hereto and incorporated herein by this reference as Exhibit F.**

- H. Share information with provider upon initial placement regarding medical, dental, vision, psychological, child abuse history, case plan, and visitation plan. The CSSW shall provide updated information to the provider on an on-going basis, including but not limited to the most current minute order and court reports.
- I. Develop the Case Plan, Needs and Services Plan, and when applicable, TILP within the first 30 days of placement in a collaborative meeting. Meeting participants should include a representative of the Group Home, CSSW, Child, Foster Parent(s), Biological Parent(s), Court-Appointed Special Advocate (CASA), and, when appropriate, all other supplemental service providers.
- J. The Needs and Services Plan shall contain both long-term and short-term goals. The plan shall focus on treating the identified needs of the child and contain goals that are outcome-based, specific, measurable, attainable, and has specific time frame for achievement of each deliverable. The written plan identifying the specific needs and services of the child and all updates to the Plan shall be signed by the CSSW, the child, and the Contractor. The Plan shall be updated no less than bi-annually, and a copy shall be provided to the Contractor no later than 15 days following the end of each six month period.
- K. Develop a plan to comply with the orders of the Juvenile Court and Title 22 Regulations in reference to visitation with family members and lifelong connections/mentors, taking into consideration any recommendations from the child's Attorney and Court Appointed Special Advocate (CASA). Assist in monitoring and coordinating family visits.
- L. Complete and sign an **Initial Placement Checklist** attached hereto and incorporated herein by this reference as **Exhibit H** at the time of initial placement of any Riverside County child placed with the Contractor. The Contractor is responsible for making the Initial Placement Checklist available to the Placing CSSW and for maintaining originals in a binder for future reference.
- M. Monitor/review the performance of the Contractor's compliance in meeting the terms, conditions, and services contained within this Contract, the Program Statement, and all applicable laws and regulations through any means deemed appropriate including but not limited to:
 - 1. DPSS Placement Manager or designee shall be responsible for the enforcement of this Contract on behalf of the County and shall be assisted therein by those officers and employees of the County having duties in connection with the administration thereof to assess contract compliance.
 - 2. DPSS Placement Manager reserves the right to assign personnel as needed in order to inspect and review the Contractor's performance of and compliance with all contractual services, duties, obligations, responsibilities, administrative procedures and staffing as set forth in this Contract.

3. The County may, but is not obligated to evaluate the Contractor's performance under this contract on an annual basis. Such evaluation will include assessing the Contractor's compliance with all of the Contract's terms and performance standards. The County, at its sole discretion, may monitor the performance of the Contractor through any combination of periodic on-site visits, annual inspections, evaluations, and Contractor self-monitoring.
 4. In the event that formal action is taken against the Contractor, the Board of Supervisors will be notified. The notification may include the Contractor's response to these deficiencies and improvement/corrective action measures taken by the County. The County may terminate this contract or take any action necessary in accordance with OHI, ICOP, and IREMS policies and procedures.
 5. The County retains the right, but is not obligated to inspect, monitor and conduct investigations of the Contractor's program, fiscal operations, performance and contract compliance without prior notice to Contractor seven days a week, 24 hours a day. Unannounced audits, monitoring, and investigations *may* occur without prior notice when the County, in its sole discretion, deems it necessary. For routine audits, monitoring, and inspections, the Contractor will be given reasonable prior notice.
 6. The County may request the Contractor to provide photocopies of records and documents, including Placed Children records, days of care records, and personnel records, unless prohibited by federal, state, or local laws. The Contractor shall be responsible for the cost of providing photocopies to the County.
 7. Notify the Contractor in writing within 72 hours of DPSS' decision to place the Contractor on temporary or permanent HOLD status. Verbal notification of such actions will be provided prior to or at the time of Contractor's placement on HOLD Status to the extent possible.
- N. Ensure that the Contractor is paid only for the days of care provided to children placed by DPSS. Take immediate action upon the discovery of an overpayment.
- O. Issue a Notice of Action for overpayments in accordance with Sections 10553-10554 of the Welfare and Institutions Code, and CDSS Manual Eligibility and Assistance Standards (EAS) Chapter 45-300. The current version of the Notice of Action is **attached hereto and incorporated herein by this reference as Exhibit G**. The most updated version of the Notice of Action form issued from CDSS shall be utilized for the purposes of overpayment collection.

III. HOLD STATUS AND/OR CORRECTIVE ACTION PLAN

The County may place Contractor on Hold Status and/or Corrective Action Plan when the County reasonably believes, in its sole discretion, that the Contractor has engaged in conduct which may jeopardize placed children; there has been a serious event or identified risk involving abuse or neglect; or there has been noncompliance with a significant fiscal/programmatic requirement of the Contract.

A. Hold Status

Riverside County retains the right to temporarily or permanently suspend referrals of children to the Contractor by placing the Contractor on Hold status at any time during investigations, auditing, or monitoring if there is reasonable belief that the Contractor has engaged in conduct which may jeopardize placed children; there has been a serious event that may implicate the Contractor in issues of abuse or neglect; there is serious risk of abuse or neglect; or noncompliance with a significant administrative/fiscal/programmatic requirement of this Contract for which the Contractor failed to take corrective action (when appropriate).

B. Correction Action Plan (CAP)

In accordance with OHI and IREMS policies and procedures, Riverside County retains the right to require a Corrective Action Plan (CAP) when, in its sole discretion, the conduct/issue is amenable to immediate resolution. A Corrective Action Plan (CAP) shall be developed in cooperation with the Contractor and implemented according to parameters set forth within the CAP. At the sole discretion of DPSS, failure to correct deficiencies may result in cessation of any current or future placements with the deficient group home and/or rescission of the Contractor's Group Home Support Letter.

The Contractor understands and agrees that continued deficiencies and/or failure to comply with the terms and conditions of this contract may lead to the cessation of placements with the group home, removal of the group home from Riverside County's approved Group Home list, resulting in no future placements from Riverside County, and/or rescission of their Group Home Support Letter.

IV. CONTRACTOR RESPONSIBILITIES

A. ADMINISTRATIVE

The Contractor shall perform ADMINISTRATIVE RESPONSIBILITIES as outlined in Exhibit A attached hereto and incorporated herein by this reference.

B. CLIENT SERVICES

The Contractor shall provide CLIENT SERVICES as outlined in Exhibit B attached hereto and incorporated herein by this reference.

V. REPORTING PROVISIONS

The Contractor shall submit the following reports:

A. Special Reporting

The Contractor shall report the following information, as well as all other information as required by CCR, to the child's CSSW or other designated DPSS CPS liaison by telephoning, mailing a report, or electronically transmitting a report of the incident within the time periods specified by CCR.

1. In compliance with CCR, a Special Incident Report needs to be completed and directed to the assigned DPSS Representative within 24-hours of occurrence when a child is restrained or if there is an appearance of maltreatment of the child.
2. If Contractor staff makes a Child Protective Services (CPS) referral on a particular child, a full written report concerning allegations, therapeutic intervention, diagnosis, prognosis, contact with the parents, parents' willingness to cooperate, etc., shall be completed and submitted to CPS within 48-hours.
3. Report any illnesses requiring treatment, injuries, accidents, unusual incidents, unauthorized absences (runaways or abductions) involving a child placed with the Contractor to the CSSW and Community Care Licensing Division, immediately, but no later than 24-hours of incident.
4. Notify DPSS prior to any placement changes. All placement moves must be processed and approved by DPSS Placement in order to be considered authorized.
5. Inform DPSS Placement staff of any substantial program changes and/or reclassification of rate(s), as defined in CCR, within 24-hours of occurrence.
6. Provide the DPSS Placement staff with a list containing the name, position, address, telephone number, and e-mail address for all Program Administrators, Corporate Officers, and members of the Board of Directors **along with the signed Agreement**. In the event that any of this information changes, the Contractor shall provide the DPSS Placement staff with an updated copy within three business days.
7. Provide service and fiscal records and reports as requested by authorized representatives of the County of Riverside.

B. Initial Placement Checklist

The Contractor shall ensure that both blank and completed copies of the Initial Placement Checklist are maintained in an organized fashion and are available to Riverside County staff at all times. The Contractor shall submit copies of all completed checklists along with corresponding Quarterly Progress Report as detailed below.

C. Quarterly Reports

Quarterly Progress Reports are due to the child's case carrying CSSW no later than 15 days following the end of each quarter of a child's placement with the Contractor. In the event a child leaves placement with the Contractor prior to the 90-day period of placement, the Contractor shall submit a Quarterly Progress Report for the portion of the 90-day period the child was in the Contractor's care and supervision. For example, Quarterly Progress Report for the months of July – September is due on or before October 15th. This report shall contain the information identified in the **Riverside County Facility Quarterly Progress Report Format attached hereto and incorporated herein by this reference as Exhibit C.**

In addition, the following information shall be submitted along with the Quarterly Progress Report for each child:

- a. Initial placement checklist for monitoring purposes;
- b. Documentation of family visits;
- c. Child's achievements for the quarter;
- d. Receipts (signed by child) and other records of clothing purchases during the quarter;
- e. Clothing and **personal property inventory**; and
- f. Educational services provided during the quarter.

D. Semi-Annual Report

In accordance with CCR, the written plan identifying the specific needs and services for each child shall be updated every six months. Any significant changes to the Plan shall be included with the quarterly report. A copy of the updated report shall be furnished to the child's CSSW. In addition, the child's updated semi-annual photo shall be submitted with each Plan.

VI. FISCAL PROVISIONS

A. METHOD, TIME, AND SCHEDULE/CONDITION OF PAYMENTS

1. DPSS shall pay the Contractor, in arrears, the rate of reimbursement established by the State of California, for each child receiving services during the preceding calendar month. Payments shall accrue from the date child is placed, and terminate the day prior to discharge. Foster care

reimbursement shall be contingent upon the Contractor maintaining a license in good standing.

2. The Contractor shall be liable to repay DPSS for all overpayments to which it is not entitled in accordance with CDSS Manual Eligibility and Assistance Standards (EAS) Chapter 45-300: AFDC-FC Payee, Payment and Delivery. An Overpayment Demand letter shall be issued to the Contractor for each rate reimbursement the Contractor has been overpaid.
3. In the event the Contractor is non-responsive to the Demand Letter or becomes delinquent in making the agreed upon payments, DPSS shall reserve the right to take the necessary actions to recoup the overpayment, including, but not limited to: placing the Contractor on HOLD status, rescinding the county's support letter, and/or pursuing legal action.
4. The Contractor shall be liable for expenses incurred that are not in compliance with the laws and regulations governing the foster care programs under Federal Office of Management and Budget (OMB) Circular A-122 (Cost Principles for Non-Profit Organizations).

B. FINANCIAL RESOURCES

The Contractor warrants that during the term of this Agreement, the Contractor shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Agreement. Further, the Contractor warrants that there has been no adverse material change in the Contractor, Parent, or Subsidiary business entities, resulting in negative impact to the financial condition and circumstances of the Contractor since the date of the most recent financial statements.

C. RECORDS, INSPECTIONS, AND AUDITS

1. The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement as stipulated in CCR. The Contractor shall maintain all child-specific, programmatic, personnel, fiscal, and other information affecting rate setting and Aid to Families with Dependent Children–Foster Care (AFDC-FC) payments for five (5) years after final payment has been made or until all pending County, State, and Federal audits, if any, are completed, whichever is later.
2. Any authorized representative of the County of Riverside, the State of California, and the Federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Agreement, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all

reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Agreement and the premises in which it is being performed.

3. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for five (5) years after final payment is made, or until all pending County, State, and Federal audits are completed, whichever is later.
4. Should the Contractor disagree with any audit conducted by DPSS or designee, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with DPSS a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Agreement. The Contractor shall not be reimbursed by DPSS for such an audit.
5. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting such an audit.

D. SUPPLANTATION

The Contractor shall not supplant any federal, state, or county funds intended for the purpose of this Agreement with any funds made available under any other Agreement. The Contractor shall not claim reimbursement from DPSS for, or apply any sums received from DPSS, with respect to the portion of its obligations, which have been paid by another source of revenue. The Contractor agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or county funds under any county programs without prior approval of DPSS.

VII. GENERAL PROVISIONS

A. EFFECTIVE PERIOD

This Agreement is effective July 1, 2010 through June 30, 2011 and shall automatically renew for successive one-year periods, unless terminated as provided herein.

B. CONFLICT OF INTEREST

The Contractor covenants that it presently has no interest, including, but not limited to, other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which are, or which the Contractor believes to be, incompatible in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further

covenants that in the performance of this Agreement, no person having such interest shall be employed or retained by it under this Agreement.

C. NOTICES

All notices, claims, correspondence, reports, and/or statements authorized or required by this Agreement shall be addressed as follows:

DPSS:

1. All Administrative Reports, as well as any Requested Service and Fiscal Reports shall be addressed to:

Department of Public Social Services
Placement Region
10281 Kidd Street, 2nd Floor
Riverside, CA 92503

2. All Child Related Correspondence, Quarterly Progress Reports, and Special Incident Reports (SIRs) shall be Addressed and Sent to:

The Child's CSSW at the address listed on the PLACEMENT paperwork

3. All Claims shall be addressed to:

Department of Public Social Services
Foster Care Services
10281 Kidd Street, 2nd Floor
Riverside, CA 92503

CONTRACTOR: (INSERT NAME & ADDRESS OF CONTRACTOR)

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports and/or statements authorized or required by this Agreement, addressed in any other fashion will not be acceptable.

D. CONFIDENTIALITY

1. The Contractor shall maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.
2. Each party shall ensure that case record information is kept confidential when it identifies an individual by name, address, or other information.

Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.

3. The parties to this Agreement shall keep all information that is exchanged between them in the strictest confidence, in accordance with Section 10850 of the Welfare and Institutions Code. All records and information concerning any and all persons referred to the Group Home shall be considered and kept confidential by the Group Home, its staff, agents, employees and volunteers. The Contractor, shall require all of its employees, agents, subcontractors and volunteer staff who may provide services under this agreement with the County of Riverside before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to the Group Home by Riverside County.
4. The confidentiality of Juvenile Court records is established under section 827 and 828 of the Welfare and Institutions Code, California Rules of Court, Rule 5.552 and case law. The Juvenile Court has exclusive jurisdiction over juvenile records and information. It has the responsibility to protect the interests of children and their families in the confidentiality of any records and information concerning children involved in the justice system. The Juvenile Court is responsible for providing a reasonable method for release of these records and information in appropriate circumstances.
5. No person will publish, disclose, use, permit, or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this Agreement. The Contractor agrees to inform all persons directly or indirectly involved in administration of services provided under this Agreement of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor. The Contractor shall obtain signatures of all employees on Exhibit D – Confidentiality Statement to acknowledge receipt and understanding.
6. The parties agree to the terms and conditions set forth as attached hereto and referenced herein, as **Exhibit D - Confidentiality Statement**.

E. EMPLOYMENT PRACTICES

1. The Contractor shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement, and to the extent they shall apply, with the provisions of the Fair Employment and Housing Act (Gov. Code 12900 et seq), and the Federal Civil Rights Act of 1964 (P. L. 88-352).

2. In the provision of benefits, the Contractor shall certify and comply with Public Contract Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.

For the purpose of this section Domestic Partner means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

F. CLIENT CIVIL RIGHTS COMPLIANCE

1. Vendor Assurance of Compliance

The Contractor assures it will comply with Title VI of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; Government Code (GC) Section 11135, as amended; California Code of Regulations (CCR) Title 22 Section 98000-98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act; Section 1808 Removal of Barriers to Inter Ethnic Adoption Act of 1996 and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of race, color, national origin, political affiliation, religion, martial status, sex, age, or disability be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state assistance; and give assurance it will immediately take any measures necessary to effectuate this agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and the Contractor gives assurance that administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

By accepting this assurance the contractor agrees to compile data, maintain records, and submit reports as required to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other

legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-39, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

This assurance is binding on the Contractor directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

2. Client Complaints

The Contractor shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from Riverside County DPSS Civil Rights Coordinator of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. The Contractor must distribute to social service clients that apply for and receive services, "Your Rights Under California Welfare Programs" brochure (Publication 13). For a copy of this brochure, visit the following website at www.cdss.ca.gov/cdssweb and perform a search for "Publication 13."

Civil Rights Complaints should be referred to:

Civil Rights Coordinator
Riverside County Department of Public Social Services
10281 Kidd Street
Riverside, CA 92503
(951) 358-3030

3. Services, Benefits and Facilities

Contractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, sex, age, sexual preference, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed.

For the purpose of this Section, discrimination means denying a participant or potential participant any service, benefit, or accommodation that would be provided to another and includes, but is not limited to, the following:

- a. Denying a participant any service or benefit or availability of a facility.

- b. Providing any service or benefit to a participant which is different, or is provided in a different manner, or at a different time or place from that provided to other participants on the basis of race, color, creed or national origin.
- c. Restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit. Treating a participant differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.

4. Cultural Competency

Contractor shall make available bilingual professional staff or qualified interpreter to ensure adequate communication between clients and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services.

For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the client in both languages.

G. HOLD HARMLESS/INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnities) from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no

manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

H. INSURANCE

Without limiting or diminishing the Contractor's obligation to indemnify or hold the County harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage during the term of this Agreement.

Workers' Compensation:

If Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. **Policy shall be endorsed to waive subrogation in favor of the County of Riverside;** and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. **Policy shall name, in the following manner, "the County of Riverside, its Agencies, Districts, and Special Districts, their respective directors, officers, Board of Supervisors, elected or appointed officials, employees, agents or representatives as Additional Insureds."** Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

Professional Liability:

If, at any time during the duration of this Agreement and any renewal or extension hereof, the Contractor, its employees, agents or subcontractors provide professional counseling for issues of medical diagnosis, medical treatment, mental health, dispute resolution or any other services for which it is the usual and customary practice to maintain Professional Liability Insurance, the

Contractor shall procure and maintain Professional Liability Insurance (Errors & Omissions), providing coverage for performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Consultant's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made insurance policy Consultant shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with at retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificate of Insurance that Consultant has maintained continuous coverage with the same or original insurer. Coverage provided under items: Workers' Compensation, Commercial General Liability or Professional Liability will continue for a period of five (5) years beyond the termination of this Agreement.

Vehicle Liability:

If Contractor's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. **Policy shall name, in the following manner, "the County of Riverside, its Agencies, Districts, Special Districts, their respective directors, officers, Board of Supervisors, elected or appointed officials, employees, agents, or representatives as Additional Insureds."**

General Insurance Provisions – All lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII(A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
2. The Contractor's insurance carrier(s) must declare self-insured retentions. If such self insured retentions exceed \$500,000 per occurrence retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retention's unacceptable to the County, and at the election of the County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such self-insured retentions as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

3. The Contractor shall cause insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and original copies of Endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. **CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.**
4. It is understood and agreed to by the parties hereto and the CONTRACTOR'S insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
5. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
6. Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.
8. Contractor agrees to notify the County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

I. LICENSES AND PERMITS

In accordance with the provisions of the Business and Professions Code concerning the licensing of Contractors, all Contractors shall be licensed, if required, in accordance with the laws of this State and any Contractor not so licensed is subject to the penalties imposed by such laws.

The Contractor warrants that it has all necessary permits, approvals, certificates, waivers, and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this agreement. The Contractor shall be a GROUP HOME in good standing in accordance with CCR. **The Contractor shall submit a copy of current license(s)/certification(s) along with the signed Agreement.**

J. INDEPENDENT CONTRACTOR

It is understood and agreed that the Contractor is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Contractor and/or Contractor's employees shall not be entitled to any benefits payable to employees of the County including, but not limited to, County Worker's Compensation benefits. County shall not be required to make any deductions for employees of Contractor from the compensation payable to Contractor under the provision of this Agreement.

As an independent contractor, Contractor hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. As part of the foregoing indemnity, the Contractor agrees to protect and defend at its own expense, including attorney's fees, the County, its officers, agents and employees in any legal action based upon any such alleged existence of an employer-employee relationship by reason of this Agreement.

K. SUBCONTRACT FOR SERVICES

No agreement shall be made by the Contractor with any party to furnish any of the services herein contained **without the prior written approval of DPSS**. The Contractor shall require all subcontractors that it enters into agreements with to furnish services under this Agreement meet CCR. Contractor shall

also ensure that all subcontractors possess the required licenses and/or permits and that they are in good standing.

The Contractor must ensure that all subcontractors provide services that comply with all applicable provisions of the California Welfare and Institutions Code, all applicable laws and regulations of the United States and State of California, and all administrative regulations, rules and policies adopted thereunder, as each and all may now exist or be hereinafter amended or changed.

All subcontracts must include the HOLD HARMLESS and INSURANCE language contained in this Agreement and should provide the County of Riverside the same protections and indemnification as the Contractor.

This provision shall not require the approval of agreements of employment between the Contractor and personnel assigned for services hereunder.

L. ASSIGNMENT

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of DPSS. Any attempt to assign or delegate any interest hereunder without said consent shall be void and of no force or effect.

M. PERSONNEL DISCLOSURE

For the safety and welfare of the children to be served under this Contract, the Contractor agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent contractors, volunteers or Subcontractors who may come in contact with placed children in the course of their work, volunteer activity or performance of the Subcontract and shall maintain such records in the file of each such person.

The Contractor shall comply with the requirements for fingerprint clearances, criminal record statements, and Child Abuse Index checks as specified in Title 22, Division 6, Chapter 1, Article 3, Sections 80019, 80019.1, and 80019.2 and Health and Safety Code Section 1522.

The Contractor is mandated to perform background checks and obtain criminal clearance on all employees providing services under this agreement prior to contact with placed children.

Upon request by DPSS, the Contractor agrees to make available to DPSS a current list of personnel that are providing services under this Agreement who have contact with children or adult clients. The list shall include:

1. All staff who work full or part-time positions by title, including volunteer positions; and

2. A brief description of the functions of each position and hours each position worked; and
3. The professional degree, if applicable, and experience required for each position.

No employee will work under this contract who has been convicted of any crimes involving sex, drugs or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12.

The Contractor shall require that individuals report any subsequent arrest, conviction, and probation or parole violation, to Contractor and CCLD within 48 hours. The Contractor shall immediately notify the County, If Contractor learns, from a Child Abuse Index check or other means, of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff and Subcontractor who may come in contact with Placed Children while providing services under this Contract when such information becomes known to the Contractor.

N. CHILD ABUSE REPORTING

The Contractor shall establish a procedure acceptable to DPSS to ensure that all employees, volunteers, consultants, subcontractors or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code, Section 11166. This procedure shall also be in compliance with CCR. The Contractor shall require such employees, volunteers, consultants or agents to sign a statement acknowledging the child abuse reporting requirements set forth in Section 11166 of the California Penal Code and certifying that they will comply with all provisions of the Penal Code.

O. DEBARMENT AND SUSPENSION

As a sub-grantee of federal funds under this Agreement, the Contractor certifies that it, and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.

Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and

Have not within a 3-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

P. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS, AND DIRECTIVES

The Contractor shall comply with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable state agencies, and funding sources which impose duties and regulations upon DPSS, which are equally applicable and made binding upon the Contractor as though made with the Contractor directly.

Q. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

The Contractor in this Agreement is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. The Contractor hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. The Contractor further agrees that it shall be in compliance, and shall remain in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

The Board of Supervisors Policy B-23 requires the County and Contractor to acknowledge that HIPAA mandates them to enter into an agreement in order to safeguard protected health information that may be accessed during the performance of this Agreement. The parties agree to the terms and conditions set forth as attached hereto and referenced herein, as **Exhibit E, Contractor's Obligations Under HIPAA.**

All social service privacy complaints should be referred to:

Department of Public Social Services
 HR/Administrative Compliance Services Unit
 10281 Kidd Street
 Riverside, CA 92503
 (951) 358-3030

R. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed by

Agreement, shall be disposed by DPSS which shall furnish the decision in writing. The decision of DPSS shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Contractor shall proceed diligently with the performance of the Agreement pending DPSS' decision.

S. SANCTIONS

Failure by the contractor to comply with any of the provisions covenants, requirements, or conditions of this Agreement including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Agreement. In such event, DPSS may immediately terminate this Agreement and may take other remedies available by law, or otherwise specified in this Agreement. DPSS may also:

1. Afford the Contractor a time period within which to cure the breach, the period of which shall be established at the sole discretion of DPSS;
2. Not place any additional children with the agency;
3. Based upon the seriousness of the breach, immediately remove all children placed with the agency, and suspend future placements; and/or
4. Rescind Letter of Support.

T. TERMINATION

This Agreement may be terminated without cause by either party by giving thirty (30) days written notification to the other party. However, DPSS may immediately terminate this Agreement if evidence is made available to DPSS that the terms and conditions of this Agreement have been violated or that the GROUP HOME is placing children in unsafe homes. In the event DPSS elects to abandon, indefinitely postpone, or terminate the Agreement, DPSS shall make payments for all services performed up to the date that written notice was given in a prorated amount.

U. GOVERNING LAW

This Agreement shall be interpreted according to the laws of the State of California. Jurisdiction and venue shall be agreed upon in the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.

V. MODIFICATION OF TERMS

No addition to or alteration of the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees

shall be valid unless made in writing and formally approved and executed by both parties.

W. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein.

GROUP HOME CONTRACTOR RESPONSIBILITIES - ADMINISTRATIVE

To be performed in accordance with California Code of Regulations, Title 22, Division 6, Chapters 1 and 5 under the authority of the State of California, Department of Social Services, Community Care Licensing Division.

Policies and Procedures	Quality Assurance	Fiscal Accountability	Record Keeping	Document Submission to DPSS
<p>Contract.</p> <ul style="list-style-type: none"> ❖ The County retains the right to temporarily or permanently suspend referrals of children to the Contractor by placing the Contractor on Hold status or Corrective Action Plan at any time during investigations, auditing, or monitoring. ❖ Failure to correct identified deficiencies may result in cessation of any current or future placements with the deficient group home and/or rescission of the Group Home's County Support Letter. In addition, the facility may be removed from Riverside County's approved Group Home list, resulting in no future placements from Riverside County. ❖ Contractor is expected to respond to Notices of Action, Corrective Action Plans, and requests for information in a timely manner. ❖ The Contractor is to <u>develop, implement, and provide the following policies and procedures to DPSS Placement upon request</u>, including but not limited to: <ul style="list-style-type: none"> • An on-going self-monitoring process for assessing, addressing, and correcting service delivery concerns; • A policy for zero tolerance of children being physically, emotionally and/or sexually abused and/or neglected while under the supervision of the Contractor. 	<ul style="list-style-type: none"> ❖ Attend Quarterly RIGHT Partnership meetings and/or trainings deemed appropriate by the County. ❖ Provide bilingual professional staff or qualified interpreters as needed and as feasible, based on screening process. ❖ Apply the Reasonable and Prudent Parent Standard, meaning the standard characterized by careful and sensible parental decisions that maintain the child's health, safety, and best interest, when determining and selecting childcare options. ❖ If applicable to Contractor's Program Statement, provide personnel for in-person crisis intervention response within 2-hours of request, 24 hours per day, seven days per week. ❖ Ensure that the development, implementation, and day-to-day operation of the Contractor's data collection systems clearly demonstrate that the Contractor can correctly produce, and substantiate the validity of any required data. ❖ Ensure that all staff, subcontractors, and volunteers that are providing services or who have contact with children placed with the agency possess the required criminal background and child abuse clearances, education, and 	<p>reserve the right to take the necessary actions to recoup the overpayment, including, but not limited to: placing the Contractor on HOLD status; rescinding the county's support letter, and/or pursuing legal action.</p>	<p>Studies;</p> <ul style="list-style-type: none"> • Placed Children's interviews; • Special Incident Reports (SIRs); • Social Worker Progress Notes (including treatment, school, extracurricular activities at school or in the Community, etc.); • Notes on Services provided by the various professional and paraprofessional staff (treatment, recreation, child care, etc.) <ul style="list-style-type: none"> ❖ All records shall be in sufficient detail to permit an evaluation of the services provided. ❖ All records must be housed at the Contractor's office, kept confidential, and maintained in a locked file with access limited only to select staff who require it for needs and services planning. ❖ Maintain transportation records to verify that staff who transport children placed with the Contractor are in compliance with the following: <ul style="list-style-type: none"> • Maintain a valid driver's license with the Department of Motor Vehicles; and • Insure their vehicles, if used to transport children, are in compliance with the insurance coverage requirements set forth in the Insurance Provisions Section of 	

GROUP HOME CONTRACTOR RESPONSIBILITIES - ADMINISTRATIVE

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Policies and Procedures	Quality Assurance	Fiscal Accountability	Record Keeping	Document Submission to DPSS
<ul style="list-style-type: none"> • A description of the placement failure prevention services that are in place and how they will be coordinated with CPS Social Worker and Therapist. • A policy on vehicle and equipment safety compliance, including ensuring that keys to vehicles are in a secure location and inaccessible to children at all times. • Ensure that all staff involved in transporting children possess a valid California driver's license and current vehicle insurance card. • Verification of staff's driving record is an annual requirement. • A plan for addressing client transportation needs. A vehicle in good and safe working condition must be available to transport placed children at all times. • Written policies and procedures on staff recruitment, screening, and background check requirements. • Policies must address the review and approval criteria for exempting criminal history of prospective caregivers. • A training plan to cover how staff will be trained on age appropriate and developmental needs of the children. • A plan for conducting initial, on- 	<p>experience as stipulated within CCR, prior to employment or contact with children.</p> <ul style="list-style-type: none"> ❖ As needed, make available professional staff to offer crisis prevention, intervention, individual/family therapy, and/or psychiatric evaluations for medication assessments for all placed children. If needed, utilize the CAT process and all other available resources, including a court order, to provide psychological evaluations for each child in care. ❖ Partner with DPSS in facilitating the most legally and socially permanent status for placed children in a timely manner and in accordance with service plan goals. ❖ Identify a Group Home liaison to establish and maintain an on-going relationship with the appointed School Foster Care Youth Liaison(s) and Local Education Agency (LEA) for all children placed with the agency in accordance with Assembly Bill 490, Chapter 862 of Statutes of 2003. 		<p>this Agreement (Paragraph VII.H.).</p> <ul style="list-style-type: none"> ❖ Maintain logs documenting time and date of entry and exit of each child placed in its care by DPSS, as well as proof of referral from DPSS. ❖ Maintain blank copies of the Initial Placement Checklist (Exhibit H). The Contractor shall provide the Placing CSSW with the checklist upon initial placement of all Riverside County Placed Children. ❖ Maintain completed originals of the Initial Placement Checklist (Exhibit H) that have been signed by both the Contractor and the Placing CSSW in a binder. Copies of completed checklists shall be submitted to DPSS along with corresponding quarterly progress report. ❖ Maintain individual case files for each child placed with the agency, and provide a copy to each facility that the child is placed with. These records should include, but are not limited to the following: <ul style="list-style-type: none"> • Court Orders; • Placement Agreements; • Needs & Services Plans; • Case Plan; • Visitation Plan • List of Adults authorized to visit child, frequency and dates • Semi-Annual picture of the Child; • Signed Acknowledgement of receipt of "Foster Youth Rights"; • Latest educational transcripts; • Current Individualized 	

GROUP HOME CONTRACTOR RESPONSIBILITIES - ADMINISTRATIVE

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Policies and Procedures	Quality Assurance	Fiscal Accountability	Record Keeping	Document Submission to DPSS
<p>going and final inventories of each child's personal possessions and clothing. Policies should specify the frequency of which the on-going inventories will be conducted.</p> <ul style="list-style-type: none"> • A description of how the children's monies and belongings are handled during placement and at discharge. • A procedure for how after hours placement and response to DPSS emergency requests for placements will be handled. <p>❖ Establish a written policy for protecting client confidentiality. The confidentiality of all clients shall be maintained at all times except where disclosure is authorized by the State, contract provisions, prearranged agreement with the client, or as required by law or court order.</p> <p>❖ Establish a client grievance policy and procedure that describes the system by which clients of service shall have the opportunity to express and have considered their views, grievance, and complaints regarding the Contractor's delivery of services.</p>			<p>Education Plan (IEP), where applicable and/or special educational services provided;</p> <ul style="list-style-type: none"> • Immunization records, including current TB test • Medication Declarations; • Any other relevant medical, psychological, and educational records; • Clothing allowance inventory and receipts; • Child's allowance and signed receipts; • Quarterly progress reports; • Special Incident reports (S.I.R.s); • Child's accomplishments and milestones; • Life Book <p>❖ Complete clothing and personal property inventory for <u>each placed child on a quarterly basis</u>. Verify for fit, condition, need for replenishment, and repair.</p> <ul style="list-style-type: none"> • No used underwear or shoes are allowed. • No community hygiene supplies are allowed. 	

GROUP HOME CONTRACTOR RESPONSIBILITIES – CLIENT SERVICES

To be performed in accordance with California Code of Regulations, Title 22, Division 6, Chapters 1 and 5 under the authority of the State of California, Department of Social Services, Community Care Licensing Division.

General Services	Case Management	Medical/Dental/Psychological Services	Educational Services	Independent Living Program Services
<ul style="list-style-type: none"> ❖ All reasonable efforts including family or team meetings shall be made to stabilize a child's placement and to determine with the CSSW whether any additional services may be provided to the child without resorting to removing the child from their current placement. ❖ Participate in concurrent/permanency planning meetings. ❖ Facilitate visits with parents and/or siblings of the children placed with the agency as directed by the CSSW. ❖ Family visits and telephone calls shall not be used as disciplinary tools. ❖ Keep Dependent Children separate from Wards. ❖ Take a photo of each child every 6 months (semi-annually), and maintain the photo in child's case file. A copy of the photo should be attached to the corresponding written plan identifying the specific needs and services of the child. ❖ Assist in facilitating receipt of services by ensuring transportation to children in placement to and from school, court, educational, medical, dental, therapeutic, job training, employment, extracurricular, recreational, family visitation, adoption-related, teen clubs, and ILP related activities and appointments in accordance with the written plan identifying the specific needs and services of the child. ❖ Children shall be transported in properly insured vehicles in safe operating condition, by a driver complying with all applicable federal and state laws and regulations. 	<ul style="list-style-type: none"> ❖ The Contractor's staff shall know the whereabouts of each child placed with the agency at all times and be able to identify who is responsible for supervision. ❖ In the event of an emergency, which is defined as any situation that threatens the health and safety of placed children or others in the facility, the Contractor is to make immediate person-to-person contact with the CSSW, CSSW's Supervisor, or DPSS Placement at 951-358-5650 during business hours. After business hours, the Contractor is to contact the hotline at 1-800-442-4918. ❖ Assist DPSS with family reunification efforts by: <ul style="list-style-type: none"> • Placing the child in a home in his/her own neighborhood to the extent possible and in the child's best interest; • Facilitating visits of placed children with the family consistent with the written plan identifying the specific needs and services of the child; • Offering and/or supporting other reunification services such as family counseling. ❖ Submit a written discharge request at least 7 days prior to discharge to the child's CSSW and the CSSW's Supervisor unless it is agreed upon at the team meeting that less notice is necessary due to an immediate threat to the health or safety of the child or others. ❖ The Contractor may move a placed child to another facility <u>only after receiving prior authorization from DPSS Placement Staff or Placement Supervisor.</u> ❖ Unless there is an immediate safety issue, the 	<ul style="list-style-type: none"> ❖ The Group Home shall facilitate services ensuring that children's physical and mental health needs are met. ❖ Coordinate and ensure that routine physical, dental, and vision exams, any needed medical, dental and/or vision care, psychological, psychiatric, and therapy services are made available and provided to each child while they are placed with the agency as stipulated within CCR. ❖ This information shall be reported in the Quarterly Progress Report that is provided to the CSSW. The original documentation must be placed in the child's file. ❖ Medication Declarations shall be updated every six months and shall be maintained in each child's case file. ❖ Ensure that all children will be in compliance with the Center for Disease Control's recommended age appropriate immunization status, in accordance with Juvenile Court orders and/or parental authorization. ❖ Provide accommodations for special health care needs, if program is accepting children with special needs. ❖ Follow explicitly and support doctor's orders for psychiatric and other medications. ❖ Ensure that all children receive therapy in accordance with the written plan identifying the specific needs and services of the child until successfully discharged or the goals of the Plan are met. 	<ul style="list-style-type: none"> ❖ The Group Home shall facilitate services to best prepare school-aged children to attain appropriate educational achievement. ❖ Enroll all children in school immediately upon placement. The provider shall contact CSSW immediately (within 3 days upon placement) if problems arise preventing compliance with the enrollment timeline. ❖ Appoint an agency liaison to attend conferences and meetings concerning child's educational program and placement. ❖ Designate staff to collaborate with Local Education Agency (LEA) Liaison and court appointed responsible adult for each child. ❖ Ensure that 100% of children will have a plan for their educational and career goals, including, if applicable, accomplishing their Individualized Education Plan (IEP). ❖ Encourage children to maintain or improve their daily school attendance. ❖ Oversee the completion of the child's homework through tutors, volunteers, or staff with the necessary skills to assist with 	<ul style="list-style-type: none"> ❖ To achieve the goal of preserving the well-being of children, the Group Home shall facilitate services to best prepare them for independent living upon discharge from CSD. ❖ If the Contractor has children age 16 and older placed with the agency, the Contractor shall provide or make arrangements for the provision of the ILP services as part of their program milieu. ❖ Participate in the Ansell Casey Life Skills Assessment (ACLSA) of the youth prior to the development of the initial Transition Independent Living Plan (TILP). ❖ Participate in the development, implementation, and monitoring of a Transitional Independent Living Plan. ❖ The participation in any ILP activity shall not be denied as a disciplinary measure or tool. ❖ Offer the opportunity to learn basic living skills, and facilitate the child's participation in DPSS' Independent Living Program (ILP) and/or DPSS' ILP Contracted Vendor, including vocational training, work experience, and educational opportunities.

GROUP HOME CONTRACTOR RESPONSIBILITIES – CLIENT SERVICES

To be performed in accordance with California Code of Regulations, Title 22, Division 6, Chapters 1 and 5 under the authority of the State of California, Department of Social Services, Community Care Licensing Division.

General Services	Case Management	Medical/Dental/Psychological Services	Educational Services	Independent Living Program Services
<ul style="list-style-type: none"> ❖ Conduct initial and continual assessment of the needs of children in care and the effectiveness of services provided in achieving service plan goals. ❖ Obtain all necessary approvals from CCL and others for the child to continue receiving services past age seventeen. ❖ Requests for approval shall include: <ul style="list-style-type: none"> • A letter of support from the CSSW; • Verification that the child is still a dependent of the court (i.e., minute orders); and • An emancipation plan from the CSSW. ❖ Treatment services shall be structured to help the child overcome their problems and achieve the goals specified in the written plan identifying the specific needs and services of the child. ❖ Under no circumstances shall the total number of children receiving room and board exceed the number for which the Contractor is licensed. ❖ Complete a written recommendation for needed services for each adjudicated child in placement and provide to DPSS within thirty (30) business days after admission to residential and/or treatment care. ❖ Provide services as written in program statement, the written plan identifying the specific needs and services of the child, and any other associated plans for each child and family. ❖ Inform all children of their personal rights as defined by the Foster Care Ombudsman Office and document in each case file. Provide each child with the latest copy of "Foster Youth Rights", which may also be obtained at: 	<p>Group Home Administrator must contact assigned CSSW to arrange for a team meeting to discuss request for a placement change.</p> <ul style="list-style-type: none"> ❖ Contractor shall document and place in the child's case file the reason for the move, the date and name of the CSSW, as well as the Placement Staff and Placement Supervisor who approved the move. <p>Participate in a family and/or team decision making approach to treatment services.</p> <ul style="list-style-type: none"> ❖ In the event a child is removed from placement, the Contractor shall ensure that the child's clothing, personal belongings (including any medications, if applicable), and money accompany the child to the next placement. ❖ In the event a child becomes AWOL, the Contractor shall send all of the child's belongings to the CSSW in a container or tote bag (plastic bags are unacceptable). ❖ Each container should be labeled with the following information: Child's Name, DOB, SSN, Case Number, CSSW, Name of GROUP HOME, last day present prior to AWOL and listing of contents. If an AWOL child has no belongings, the Contractor shall provide a written explanation to the CSSW as to why there are no belongings. ❖ Help develop and facilitate the completion of the Needs & Services Plan for each child in accordance with the case plan, including a Transitional Independent Living Plan (TILP) for all children age 16 years or older. ❖ The TILP is to be updated every six (6) months, and shall include progress made in each of the identified skill areas. ❖ Confer with the county DPSS CSSW a minimum of once monthly regarding the progress of the 	<ul style="list-style-type: none"> ❖ Therapy services may resume at any time if an issue arises. ❖ Notify the DPSS CSSW if therapy will be terminated. ❖ Any change to the written plan identifying the specific needs and services of the child must be accomplished through a team meeting, and must include the DPSS CSSW as part of that team. ❖ If the County has identified the child's permanent family in the written plan identifying the specific needs and services of the child, the Contractor shall ensure that therapy services, as identified in the Plan are provided to the permanent family, if they are willing to participate. ❖ If the permanent family is unwilling to participate, this shall be documented in the case file and the CSSW shall be notified. ❖ Provide individual and family therapy as needed. ❖ Ensure that all children who are emancipating receive routine physical and dental treatment and/or medications within the three month period prior to Emancipation. 	<p>homework.</p> <ul style="list-style-type: none"> ❖ Arrange tutoring services for children who present low educational performance, are performing below grade level, or have an IEP. ❖ Case file should include a description of required tutorial services and who the required services will be provided by. ❖ The Contractor shall include in the Quarterly Progress Report all educational services provided, and the progress the client made during that reporting period. ❖ Make computers available to facilitate the educational process. ❖ If determined to be in the child's best interest, Group Home shall ensure transportation to child's school, as directed by DPSS. 	<ul style="list-style-type: none"> ❖ Develop a plan to assist the child, beginning at age 16 to establish connections in the community to which he/she will be going to meet his/her therapy, educational, medical, spiritual, cultural, and transportation needs. This plan should specify the type, frequency, by whom provided (position title), and duration of services, and be maintained in client case file. These community connections should be documented in the discharge plan. ❖ Help facilitate independent living skills through hands on training, goal setting, and an environment conducive to learning. ❖ Assist eligible children placed with the agency in establishing and maintaining an ILP approved savings account. ❖ Establish an acceptable amount of money that each child may have stored on hand held by the Group Home. ❖ Ensure that eligible children placed with the agency receive employment experience on either a paid or volunteer basis as long as such activity does not interfere with school, and adhere to all laws regarding children in the workforce.

GROUP HOME CONTRACTOR RESPONSIBILITIES – CLIENT SERVICES

To be performed in accordance with California Code of Regulations, Title 22, Division 6, Chapters 1 and 5 under the authority of the State of California, Department of Social Services, Community Care Licensing Division.

General Services	Case Management	Medical/Dental/Psychological Services	Educational Services	Independent Living Program Services
<p>http://www.fosteryouthhelp.ca.gov/Rights2.html</p> <ul style="list-style-type: none"> ❖ Customize and implement a structured environment and program to meet the specific needs of each individual child. ❖ Impart clear expectations and guidelines to the children placed with the agency to encourage their success. ❖ Provide reasonable access to the agency and appropriate private space for the CSSW and Group Home Professional staff to meet with the children. ❖ Communicate openly and honestly with the CSSW regarding relevant issues pertaining to the child, their activities, and their progress in the program. ❖ Mark the achievements and record the milestones for the children placed with the agency. These achievements are to be documented in the child's individual file and Quarterly Progress Reports. ❖ Encourage and facilitate the child's participation in extracurricular activities before, during and after school hours. It is the Contractor's responsibility to ensure the provision of adequate age appropriate activities for all clients. ❖ Allow and facilitate (including transportation if appropriate) the children to be free to attend religious services or activities of their choice and to receive visits from spiritual advisor of their choice. This includes the child's right not to attend religious services of any kind. ❖ Provide each child placed with the agency with an age appropriate weekly allowance as specified in the Contractor's program statement, or in accordance with DPSS' allowance rates as 	<p>child.</p>			

GROUP HOME CONTRACTOR RESPONSIBILITIES – CLIENT SERVICES

To be performed in accordance with California Code of Regulations, Title 22, Division 6, Chapters 1 and 5 under the authority of the State of California, Department of Social Services, Community Care Licensing Division.

General Services	Case Management	Medical/Dental/Psychological Services	Educational Services	Independent Living Program Services
<p>denoted below:</p> <ul style="list-style-type: none"> • Ages 5-7: \$5.00 • Ages 8-11: \$8.00 • Ages 12-13: \$12.00 • Ages 14-Emancipation: \$17.00 <p>❖ The provision of the minimum allowance shall not be tied to or used as a tool to enforce discipline. The date the child received their allowance and the child's signature (when age appropriate) shall be documented in each child's case file or in a log book which documents receipt of allowances.</p> <p>❖ Provide each child placed with the agency with appropriate monthly clothing allowance that is to be no less than the minimum standard quantity of clothing required by DPSS and/or CCL.</p> <p>❖ Contractor shall forward all documentation (i.e., receipts, clothing tags, or other relevant records) for all clothing purchases for each child to the child's CSSW upon request by DPSS.</p> <p>❖ At minimum, the clothing inventory for each child shall be <u>signed by the child for whom the clothing was purchased</u>, and maintained in the child's individual client files. An initial clothing inventory shall be due as part of the written plan identifying the specific needs and services of the child to be completed on the first day of placement.</p> <p>❖ The Contractor shall not require the child to use his/her allowance or earnings to purchase items the Contractor is required to provide in accordance with DPSS' minimum requirements such as:</p> <ul style="list-style-type: none"> • Clothing 				

GROUP HOME CONTRACTOR RESPONSIBILITIES – CLIENT SERVICES

To be performed in accordance with California Code of Regulations, Title 22, Division 6, Chapters 1 and 5 under the authority of the State of California, Department of Social Services, Community Care Licensing Division.

General Services	Case Management	Medical/Dental/Psychological Services	Educational Services	Independent Living Program Services
<ul style="list-style-type: none"> • Personal Care/Hygiene items • Activities • Diapers, baby clothes, babysitters, etc. for children placed with a minor parent, if Contractor receives infant supplement money • School Supplies • Meals ❖ Ensure that each child is able, as required by law, to make telephone contact with parents, siblings, and/or other caretakers, as specified by the placing CSSW. ❖ There shall be no conditions that require the child to incur any of the expenses associated with making such telephone calls, including collect calls from family members, significant adults, and others as authorized by the DPSS CSSW. ❖ Reasonable restrictions may be imposed by the Contractor or CSSW on calls and correspondence. ❖ Under no circumstances shall contact be used as a disciplinary tool. 				

RIVERSIDE COUNTY FACILITY QUARTERLY PROGRESS REPORT FORMAT

One Report Per Child Per Quarter is Required. Reports and questions should be addressed to the DPSS Case Carrying Social Worker no later than 15 days following the end of each quarter. Each report must contain each of the following data elements.

I. IDENTIFYING INFORMATION

- A. Facility name, address, phone number, writer of report, relationship of writer of report to child, and the reporting period.
- B. Child's name, DOB, sex, age, RCL/Rate level, placement start date, placement end date (if applicable), total # of days in placement for the quarter, and placement worker.

II. CURRENT ASSESSMENT OF CHILD'S FUNCTIONING/WELL-BEING (STRENGTHS AND NEEDS)

- A. Relationships with peers and staff;
- B. Relationships with parents, siblings, relatives (discuss frequency of and quality of interaction, contacts, and identify any resulting problems/issues);
- C. Age related physical/psycho-social development;
- D. Progress in school (name of school child is attending; enrollment dates; identify grade level; if applicable, specify number of high school credits; behavior issues);
- E. Medical/dental (including treatment information as to type, provider, dates, medications, etc.);
- F. If applicable, readiness for independent living (for children 16-18 evaluate child's abilities and needs for a successful transition); and
- G. Mental health status/functioning (include psychiatric provider and medications – attach declaration form).

III. SERVICE PROVISIONS DURING REPORTING PERIOD

- A. Counseling (identify treatment goals and objectives, individual, group, and family treatment, frequency of provisions, and assessment of progress);
- B. Special events/recreations/outings/etc.; and
- C. Evaluations/consults/testing/training/programs (include off site and on site work assignments; specify if child is paid and amount);
 - 1. Psychiatric, psychological, educational evaluations, I.E.P.
 - 2. Vocational training and/or job training
 - 3. Participation in Narcotics Anonymous, Alcoholics Anonymous, and Independent Living Programs.

IV. APPROPRIATENESS OF PLACEMENT

- A. Child's needs and ability of facility to provide for them;
- B. Appropriateness of level of care; and
- C. Readiness for less restrictive placement (Assess if and when child may transition and under what circumstances).

V. RECOMMENDATIONS TO THE PLACEMENT WORKER

- A. Services planned for next quarter;
- B. Changes in visitation plan;
- C. Changes in court ordered service plan;
- D. Changes in psychotropic medication; and
- E. Changes in placement.

CONFIDENTIALITY AGREEMENT

CONTRACTOR/CONSULTANT shall maintain the confidentiality of any and all information and records accessed or processed in accordance with the terms and intent of this Agreement, including protection of names and other identifying information from unauthorized disclosure. CONTRACTOR/CONSULTANT shall comply with all other statutory laws and regulations relating to privacy and confidentiality. **COUNTY requires CONTRACTOR/CONSULTANT’S officers, employees, and subcontractors providing services hereunder to execute an Employment Acknowledgement and Confidentiality Agreement prior to commencing work under this Agreement.**

CONTRACTOR/CONSULTANT EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME:

CONTRACT NUMBER:

Oath of Confidentiality

Each party shall ensure that case record information is kept confidential when it identifies an individual by name, address, or other information. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.

The parties to this Agreement shall keep all information that is exchanged between them in the strictest confidence, in accordance with Section 10850 of the Welfare and Institutions Code. All records and information concerning any and all persons referred to the Contractor shall be considered and kept confidential by the Contractor, its staff, agents, employees, subcontractors, and volunteers. The Contractor, shall require all persons who may provide services under this agreement with the County of Riverside before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics of information with respect to any and all participants referred to the Contractor by Riverside County

The foregoing obligations shall not apply to any information that (1) is at the time of disclosure, or thereafter becomes, part of the public domain through a source other than the receiving party, (2) is subsequently learned from a third party that does not impose an obligation of confidentiality on the receiving party, (3) was known to the receiving party at the time of disclosure, (4) is generated independently by the receiving party, or (5) is required to be disclosed by law, subpoena or other process.

The confidentiality of Juvenile Court records is established under section 827 and 828 of the Welfare and Institutions Code, California Rules of Court, Rule 5.552 and case law. The Juvenile Court has exclusive jurisdiction over juvenile records and information. It has the responsibility to protect the interests of children and their families in the confidentiality of any records and information concerning children involved in the justice system. The Juvenile Court is responsible for providing a reasonable method for release of these records and information in appropriate circumstances.

No person will publish, disclose, use, permit, or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this Agreement. The Contractor will inform all persons directly or indirectly involved in the administration of services provided under this Agreement and that any person deliberately violating these provisions is guilty of a misdemeanor. **The Contractor shall require each employee to thoroughly read Exhibit D – Confidentiality Statement and sign to acknowledge receipt and understanding.**

The parties agree to the terms and conditions set forth and referenced herein as Exhibit D, Confidentiality Statement.

Print Name of Contractor and/or Employee: _____

Contractor and/or Employee Signature: _____ **Date:** _____

CONTRACTOR'S OBLIGATIONS UNDER HIPAA

Under this Contract, the CONTRACTOR provides services to the COUNTY of RIVERSIDE and CONTRACTOR receives, has access to, and/or creates Protected Health Information, as defined below, in order to provide those services. COUNTY is subject to the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated under HIPAA, including the "Standards for Privacy of Individually Identifiable Health Information" which are located in Title 45 of the Code of Federal Regulations, Parts 160 and 164 ("Privacy Regulations"). The Privacy Regulations mandate certain protections for the privacy and security of Protected Health Information. The Privacy Regulations also require COUNTY to enter into an agreement with CONTRACTOR in order to obtain satisfactory assurance from CONTRACTOR that CONTRACTOR will appropriately safeguard the Protected Health Information. Disclosure to or use of Protected Health Information by CONTRACTOR is prohibited if such an agreement is not in place. Therefore, the parties do hereby agree to the terms and conditions set forth and referenced herein as Exhibit E, Contractor's Obligations under HIPAA.

CONTRACTOR NAME:

CONTRACT NUMBER:

1. DEFINITIONS

"Disclose or Disclosure" means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside CONTRACTOR's internal operations, or to other than its employees.

"Individual" means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

"Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by CONTRACTOR from or on behalf of COUNTY. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by CONTRACTOR from or on behalf of COUNTY, or is created by CONTRACTOR, or is made accessible to CONTRACTOR by COUNTY.

"Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

"Services" has the same meaning as in this Contract.

"Use or Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within CONTRACTOR'S internal operations.

Terms used, but not otherwise defined, in this Contract shall have the same meaning as those terms in the Privacy Regulations.

2. OBLIGATIONS OF CONTRACTOR

A. Permitted Uses and Disclosures of Protected Health Information

- i. Use and Disclose Protected Health Information as necessary to perform the Scope of Services contained within the contract.
- ii. Disclose Protected Health Information to COUNTY upon request.
- iii. Use Protected Health Information and Disclose Protected Health Information if disclosure is required by Law and necessary for the proper management and administration of its business or carry out its legal responsibilities.

CONTRACTOR shall not Use or Disclose Protected Health Information for any other purpose.

B. Adequate Safeguards for Protected Health Information

CONTRACTOR warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Contract. CONTRACTOR agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

C. Reporting Non-Permitted Use or Disclosure

CONTRACTOR shall report to COUNTY each Use or Disclosure that is made by CONTRACTOR, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Contract. The initial report shall be made by telephone call to the appropriate Department, within forty-eight (48) hours from the time the CONTRACTOR first becomes aware of the non-permitted Use or Disclosure.

D. Mitigation of Harmful Effect

CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a Use or Disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Contract.

E. Availability of Internal Practices, Books and Records to Government Agencies

CONTRACTOR agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining COUNTY's compliance with the Privacy Regulations. CONTRACTOR shall immediately notify COUNTY of any requests made by the Secretary and provide COUNTY with copies of any documents produced in response to such request.

F. Access to Protected Health Information

CONTRACTOR shall, to the extent COUNTY determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by COUNTY available to the Individual(s) identified by COUNTY as being entitled to access and copy that Protected Health Information. CONTRACTOR shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from COUNTY. CONTRACTOR shall provide copies of that Protected Health Information within five (5) days after receipt of request from COUNTY.

G. Amendment of Protected Health Information

CONTRACTOR shall, to the extent the COUNTY determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by COUNTY. CONTRACTOR shall make such amendment within sixty (60) days after receipt of request from COUNTY in order for COUNTY to meet the requirements under 45 C.F.R. § 164.526.

H. Accounting of Disclosures

Upon COUNTY's request, CONTRACTOR shall provide to COUNTY an accounting of each Disclosure of Protected Health Information made by CONTRACTOR or its employees, agents, representatives or subcontractors. However, CONTRACTOR is not required to provide an accounting of Disclosures that are necessary to perform the Services if such Disclosures are for either payment or health care operations purposes, or both. Any accounting provided by CONTRACTOR under this sub-section shall include: 1) the date of the Disclosure; 2) the name, and address if known, of the entity or person who received the Protected Health Information; 3) a brief description of the Protected Health Information disclosed; and 4) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this sub-section, the CONTRACTOR shall document the information specified above, and shall securely maintain the information for six (6) years from the date of the Disclosure. CONTRACTOR shall provide to COUNTY, within thirty (30) days after receipt of request from COUNTY, information collected in accordance with this sub-section to permit the COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

3. OBLIGATION OF THE COUNTY

- A. The COUNTY OF RIVERSIDE shall notify CONTRACTOR of any current or future restrictions or limitations on the use of Protected Health Information that would affect CONTRACTOR's performance of the Services, and CONTRACTOR shall thereafter restrict or limit its own uses and disclosures accordingly.
- B. The COUNTY shall obtain any authorizations necessary for the use or disclosure of Protected Health Information, so the CONTRACTOR can perform its obligations under this agreement.
- C. The COUNTY agrees that it will make its best efforts to promptly notify CONTRACTOR in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect CONTRACTOR's use of disclosure of Protected Health Information.
- D. COUNTY shall not request the CONTRACTOR to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule, except as may be expressly permitted by the Privacy Rule.

4. TERMS AND TERMINATION

- A. In addition to and notwithstanding the termination provisions set forth in this Contract, the COUNTY may terminate this agreement, effective immediately, without cause, if the COUNTY, in its sole discretion, determines that the CONTRACTOR has breached a material provision of the agreement. Alternatively, COUNTY may choose to provide CONTRACTOR with notice of the existence of an alleged material breach and afford CONTRACTOR with an opportunity to cure the alleged material breach. In the event the CONTRACTOR fails to cure the breach to the satisfaction of the COUNTY in a timely manner, the COUNTY reserves the right to immediately terminate the agreement.
- B. Upon termination for any reason or expiration of this Contract, CONTRACTOR shall return or destroy all Protected Health Information received from COUNTY, or created or received by CONTRACTOR on behalf of COUNTY. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of CONTRACTOR. CONTRACTOR shall retain no copies of the Protected Health Information.
- C. In the event that CONTRACTOR determines that returning or destroying the Protected Health Information is infeasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make it infeasible. If return or destruction is infeasible, CONTRACTOR shall extend the protections of this Contract to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as CONTRACTOR maintains such Protected Health Information.

5. MISCELLANEOUS

A. No Third Party Beneficiaries

Nothing in this Contract shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

B. Use of Subcontractors and Agents

CONTRACTOR shall require each of its agents and subcontractors receiving Protected Health Information from CONTRACTOR, or creating Protected Health Information for CONTRACTOR, on behalf of the COUNTY, to execute a written agreement obligating the agent or subcontractors to comply with all the terms of this Exhibit E.

C. Relationship to Agreement Provisions

In the event that a provision of this Exhibit E is contrary to any other provision of this Contract, the provision of this Exhibit E shall control.

D. Regulatory References

A reference in this Contract to a section in the Privacy Regulations means the section as in effect or as amended.

E. Interpretation

Any ambiguity in this Contract shall be resolved in favor of a meaning that permits COUNTY to comply with the Privacy Regulations.

F. Amendment

The parties agree to take such action as is necessary to amend this Contract from time to time as is necessary for COUNTY to comply with the requirements of the Privacy Regulations.

I hereby certify that I have thoroughly read Exhibit E – Contractor's Obligations Under HIPAA and understand that I must comply with all provisions contained herein.

Name of Contractor: _____

Contractor's Signature: _____

Date: _____

AGENCY — GROUP HOME AGREEMENT
 Child Placed by Agency in Group Home

Name of Child	Parent's Name
Birthdate of Child	Date Placed
Case Number	

Anticipated duration of placement is _____ months.

The agency will pay \$ _____ per _____ for room and board, clothing, personal needs, recreation, transportation, education, incidentals, supervision and social services. First payment to be made within 45 days after placement with subsequent payments to be made monthly.

If additional amounts are to be paid, the reason, amount and conditions shall be set forth here: _____

Special problems: Yes No If yes, explain. _____

Agency Agrees To	Group Home Agrees To
<ol style="list-style-type: none"> 1. Provide the group home with knowledge of the background and needs of the child necessary for effective care. This shall include a social work assessment, medical reports, educational assessment, psychological/psychiatric evaluations, and identification of special needs when necessary. This shall be made available to group home within 14 days from date of placement. 2. Work with the group home toward development of a treatment plan. 3. Work toward termination of child's placement with group home staff. 4. Continue paying for this child's care as long as eligible and the group home maintains child on an active status or until the agency requests that placement be terminated. 5. Assist in the maintenance of this child's constructive relationships with parents and other family members, and to involve parents in future planning for this child. 6. Contact this child in the group home at least once a month. If case plan would indicate less frequent contact, the group home will be informed. 7. Inform group home if child has any tendencies toward dangerous behavior. 8. Provide a Medi-Cal card or other medical coverage at the time of placement. 9. Provide authorization for medical treatment, signed by this child's parents or legal guardian. 10. Provide a clothing allowance as permitted to meet initial clothing needs. 11. Provide assistance with emergencies. Telephone number for after-hours or weekends is: _____ 	<ol style="list-style-type: none"> 1. Provide this child with the nurture, care, clothing, treatment and training suited to his needs. 2. Follow admission requirements related to medical screening, physical examination, medical testing and immunization. 3. Develop an understanding of the responsibilities, objectives and requirements of the agency in regard to the care of this child and work with the agency in planning for this child. 4. Encourage the maintenance of the natural parent-child relationship and include the child's parents in the treatment plan when possible. 5. Not use corporal punishment, punishment before the group, deprivation of meals, monetary allowances, visits from parents, home visits, threat of removal or any type of degrading or humiliating punishment and to use constructive alternative methods of discipline. 6. Respect and keep confidential information given about the child and his family. 7. Work toward termination of placement on a planned basis with maximum involvement of the child, parents and the agency. 8. Conduct a staffing or review on this child at least quarterly. 9. Submit an initial diagnostic summary to the agency within three(3) months from the date of placement. This summary shall include information listed on the reverse side of this agreement form. 10. Submit ongoing written evaluations to the agency quarterly. These evaluations shall include information listed on the reverse side of this agreement form. 11. Immediately notify agency of significant changes in this child's health, behavior or location. 12. Submit copies of any pertinent information such as school reports, medical reports and psychological/psychiatric reports as completed. 13. Give agency prior notice of at least 7 days of intent to discharge this child unless it is agreed upon with the agency that less notice is necessary. 14. Conform to the licensing requirements. 15. Provide state and federal agencies access to documentation when documentation is maintained on children in their care. 16. Notify the agency immediately if an application is made on behalf of this child for any kind of income. Examples of income include, but are not limited to, child support payments, Veterans Benefits, Railroad Retirement, Social Security, RSHDI, and Supplemental Security Income/State Supplemental Program (SSI/SSP). 17. Remit to Department of Public Social Services any income received on behalf of this child while in foster care up to the full cost of board and care plus medical cost. In addition, I will cooperate to have the Social Security Administration, or the appropriate agency, make the Department of Public Social Services the payee for any funds received on behalf of this child.

I have read the foregoing and agree to conform to these requirements. The terms of this agreement shall remain in force until changed by mutual agreement of both parties or this child is removed from the group home.

Signature of Children Placement Worker		Signature of Authorized Group Home Representative	
Title	Name of Agency	Title	Name of Group Home
Address		Address	
Phone Number	Date	Phone Number	Date

cc: To group home, child's(ren's) social service record.

Initial diagnostic summary shall include:

- A. Medical and dental needs
- B. Psychological/psychiatric evaluations obtained
- C. Staffing review summaries
- D. Educational assessment
- E. Peer adjustment
- F. Relationship to staff
- G. Involvement in recreation program
- H. Behavioral problems
- I. Short-term treatment objectives (goals established for next 3 months)
- J. Long-range goals including anticipated length of placement
- K. Tasks planned to reach objectives and goals and staff who will be performing these tasks, including agency service activity
- L. Identification of unmet needs
- M. Involvement of child and his parents in the treatment program

Quarterly evaluations shall include:

- A. Current status of child's physical and psychological health
- B. Reassessment of child's adjustment to the group home, program, peers, school and staff
- C. Progress toward short-term objectives and long-range goals including tasks which have been performed to reach these objectives and goals
- D. Reassessment of unmet needs and efforts made to meet these needs
- E. Modification of treatment plan, tasks to be performed and anticipated length of placement
- F. Involvement of child and his parents in treatment program

NOTICE OF ACTION

COUNTY OF _____

STATE OF CALIFORNIA
HEALTH AND HUMAN SERVICES AGENCY
CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

Notice Date: _____
Case Name: _____
Worker Number: _____
Worker Name: _____
Case Number: _____
Telephone: _____
Address: _____

(ADDRESSEE)

Questions? Ask your Worker.

This is to inform you that you were overpaid AFDC-Foster Care benefits for _____ for the period of _____ to _____.

(NAME OF CHILD)
(MM/DD/YYYY) (MM/DD/YYYY)

Reason for the overpayment:

- Child left your facility/home on _____ and you were not entitled to payments for him/her on or after this date; or
- The child's parents resided in your home during the period of time for which you were paid; or
- Improper use of federal/state foster care funds (MPP 11-404)
- Other: (Describe) _____

Total amount you received: \$ _____
Total amount you should have received: \$ _____
Total amount of Overpayment: \$ _____
Date of Discovery: _____

You are required to repay the overpayment amount of \$ _____.

Please pay by check or money order, made payable to:

Send to

If you disagree with the overpayment or the amount of the overpayment, please see reverse for hearing instructions.

If you agree with the overpayment amount you must do one of the following within 90 calendar days from the day the county gave or mailed you this notice:

- Make a one time payment of the total amount;
- Reach an arrangement with the county for a written repayment agreement or a written voluntary grant offset.

If you fail to repay your overpayment in lump sum or enter into a voluntary repayment agreement, you will be subject to an involuntary repayment of the overpaid amount.

If you have any questions regarding the overpayment computation or repayment arrangements, please contact the worker at the top of this form.

Regulations cited: Sections 10553 and 10554, Welfare and Institutions Code. Reference: Section 11466.24. EAS Section 45-304, 45-305, 45-306 and 22-009.

YOUR HEARING RIGHTS

You have the right to ask for a hearing if you disagree with any county action. You have only 90 days to ask for a hearing. The 90 days started the day after the county gave or mailed you this notice.

State Hearing: If you think this action is wrong, you can ask for a hearing. Your benefits may not be changed if you ask for a hearing before this action takes place.

To request a Hearing:

If you think this action is wrong, you can ask for either an informal hearing provided by the County or a formal State hearing. Your benefits may not be changed if you ask for a hearing before this action takes place.

In order to request an informal hearing, your request must be made no later than 30 calendar days after this notice was mailed to you. You may send your request by any of the following methods.

In writing: _____ Email requests: _____

Address _____ Phone requests: _____
Address _____

Your request should state why you want the informal hearing and if you will need a free interpreter. If so, please indicate what language or dialect you speak.

You may appeal the informal hearing decision at a formal State hearing. You may request the formal State hearing within 90 calendar days after the informal hearing decision is mailed to you. If the informal hearing is requested but not held, the 90 days will begin 31 calendar days from the date of this notice.

If you choose a formal State hearing, please note that you must request that State hearing within 90 calendar days of the receipt of this notice.

If you have any questions, contact the worker at the top of the first page of this form.

TDD - For Hearing Impaired

TO ASK FOR A HEARING:

- Fill out this page.
- Make a copy of the front and back of this page for your records. If you ask, your worker will get you a copy of this page.
- Send or take this page to:

OR

- Call toll free: 1-800-952-5253 or for hearing or speech impaired who use TDD, 1-800-952-8349.

To Get Help: You can ask about your hearing rights or for a legal aid referral at the toll-free state phone numbers listed above. You may get free legal help at your local legal aid or welfare rights office.

If you do not want to go to the hearing alone, you can bring a friend or someone with you.

HEARING REQUEST

I want a hearing due to an action by the Welfare Department of _____ County about my:

Overpayment _____

Here's Why: _____

If you need more space, check here and add a page.

I need the state to provide me with an interpreter at no cost to me. (A relative or friend cannot interpret for you at the hearing.)

My language or dialect is: _____

NAME OF PERSON WHOSE BENEFITS WERE DENIED, CHANGED OR STOPPED

BIRTH DATE _____ PHONE NUMBER _____

STREET ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

SIGNATURE _____ DATE _____

NAME OF PERSON COMPLETING THIS FORM _____ PHONE NUMBER _____

I want the person named below to represent me at this hearing. I give my permission for this person to see my records or go to the hearing for me. (This person can be a friend or relative but cannot interpret for you.)

NAME _____ PHONE NUMBER _____

STREET ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

Initial Placement Checklist

Social Worker Name:	Date: / /
Identification	
Group Home:	RCL:
Person Contacted:	
Facility Phone Number: () -	Emergency Phone Number: () -

FOR CPU USE ONLY

Administration Address:	Administration Number:() -
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Facility and Environment:			
(Common living areas are well maintained Title 22, Division 6, Chapter 1, 80087, 80088)			
Interior Observations:			
		Meets County Expectation	
		Yes	No
A	Facility walls and ceilings are clean and in good repair? Comments: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
B	Floors and floor coverings are clean and in good repair? Comments: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
C	Furniture and fixtures are in good repair? Comments: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
D	Facility sinks, bathroom tubs, toilets and showers are clean and operable? Comments: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
E	Does the facility have an appropriate quantity and quality of books, supplies, and other materials (including computers) readily available to the resident? (Title 22, Division 6, Chapter 5, #84287.2, #84288) Comments: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
Exterior Observations:			
A	The front/back yard lawns are healthy and trimmed (green grass, trimmed and raked)? Comments: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
B	Back/front yard areas are free from litter and debris? Comments: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>

Client Rooms: (Title 22, Division 6, Chapter 5, #84188, #84287.2)			
		Meets County Expectation	
		Yes	No
A	All bed sheets, pillow cases, mattress pads, blankets, bedspreads, bath and wash towels are in good condition and sufficient in number? Comments: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
B	Mattresses, box springs and pillow(s) are in good condition? Comments: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
C	There is adequate dresser and closet space for client's clothing and personal belongings. (A minimum of two drawers or eight cubic feet of drawer space is provided for each child)? Comments: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
Food Service: (Title 22, Division 6, Chapter 5, #84288)			
A	Two-day supply of perishables and seven-day supply of non-perishables are available in the facility? Comments: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
B	Snacks and beverages are available in the facility (powdered milk is not used as a beverage)? Comments: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
C	Food storage and preparation areas (i.e. pantries, cupboards, freezers, stoves, microwaves, refrigerators and counters) are clean? Comments: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
Educational and Emancipation Service:			
A	Does the facility provide assistance and resources (tutoring, IEP's, etc.) to meet the academic needs of the residents? Comments: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
Recreation and Activities:			
A	Are residents exposed to local community organizations for recreation and program resources? (Title 22, Division 6, Chapter 5, #84079) Comments: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
B	Are residents allowed to participate in self-selected activities if they choose to do so? (Title 22, Division 6, Chapter 5, #84079) Comments: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
Psychotropic/Other Medication:			
A	Are emergency medical providers posted? (Hospital, emergency room, urgent care psychiatric services/ETS, Loma Linda etc). Comments: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>

Personal Rights:			
		Meets County Expectation	
		Yes	No
A	Child's rights are posted in a prominent, publicly accessible location in the facility? Comments: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
B	Are residents allowed to call their social workers, probation officers, DMH case manager, CASA, and attorneys in a reasonable time frame? (Title 22, Division 6, Chapter 1, #80072, Chapter 5, 84072; Foster Youth Bill of Rights) Comments: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
C	Are residents allowed to make and receive private telephone calls and mail according to their personal rights? (Title 22, Division 6, Chapter 1, #80072, Chapter 5, 84072; Foster Youth Bill of Rights) Comments: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
D	Are residents provided with appropriate supervision per child to staff ratio of 1:3? (Title 22, Division 6, Chapter 5, #84065.5) Comments: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
Clothing/Hygiene/Personal Belongings:			
A	Are residents provided with clothing for special occasions/activities? Comments: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
B	Are residents provided with personal care items appropriate to their ethnic needs and are these items readily accessible? Comments: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
Allowances:			
A	Are residents provided with monetary allowances proportionate to daily chores? Comments: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
B	Are residents free to spend their allowances as they choose? Comments: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
Emancipation Services:			
A	Are residents taught activities for daily living, self-help and survival skills (job experience, cooking meals, clothes shopping, food shopping, assisting with planning the menu)? Comments: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>

Program:			
Records: (Title 22, Division 6, Chapter 5, #80076)			
		Meets County Expectation	
		Yes	No
A	Is the license posted in a prominent, publicly accessible location in the facility? (Title 22, Division 6, Chapter 5, #80076) Comments: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
B	Is the current client roster available? Comments: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
C	Is transportation provided to meet the residents' needs (To include but not limited to medical appointments, recreational activities, school, visits, court, etc)? (Title 22, Division 6, Chapter 1, #80074) Comments: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>

Placing/Assigned Social Worker Signature: _____ Date: / /

Group Home Representative Signature: _____ Date: / /

Riverside County Department of Public Social Services
 Contracts Administration Unit
 10281 Kidd Street
 Riverside, CA 92503

PROFESSIONAL SERVICES AGREEMENT: (CONTRACT NUMBER)
 CONTRACTOR: (CONTRACTOR NAME)
 AGREEMENT TERM: July 1, 2010 through June 30, 2011

WHEREAS, the Department of Public Social Services hereinafter referred to as DPSS, desires to enter into a **Master Agreement with Foster Family Agencies** to accept placements from DPSS to provide children with Residential Care and Treatment Services;

WHEREAS, (CONTRACTOR) is qualified to accept placements and provide children with Residential Care and Treatment Services;

WHEREAS, DPSS desires (CONTRACTOR), hereinafter referred to as the Contractor, to perform these services in accordance with the TERMS and CONDITIONS (T&C) attached hereto and incorporated herein by this reference. The T&C specify the responsibilities of DPSS and the Contractor;

NOW THEREFORE, DPSS and the Contractor do hereby covenant and agree that the Contractor shall provide said services in return for monetary compensation, all in accordance with the terms and conditions contained herein of this Agreement.

Authorized Signature for County:	Authorized Signature for Contractor:
Printed Name of Person Signing: Mark Whitesell	Printed Name of Person Signing:
Title: Procurement Contract Specialist	Title:
Address: 10281 Kidd Street Riverside, CA 92503	Address:
Date Signed:	Date Signed:

FORM APPROVED COUNTY COUNSEL
 BY: Larisa R. McKenna 10/9/10
 LARISA R-MCKENNA DATE

FOSTER FAMILY AGENCY

RESIDENTIAL CARE AND TREATMENT SERVICES

PROFESSIONAL SERVICES AGREEMENT

TERMS AND CONDITIONS

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- Exhibit B – Contractor’s Responsibilities - CLIENT SERVICES
- Exhibit C – Riverside County Facility Quarterly Progress Report Form
- Exhibit D - Confidentiality Statement
- Exhibit E - Contractor’s Obligations Under HIPAA
- Exhibit F – Foster Family Agency Agreement (CDSS Form SOC 154A)
- Exhibit G– Notice of Action Form
- Exhibit H –Initial Placement Checklist

CONTRACT TERMS AND CONDITIONS

I. ABBREVIATIONS/DEFINITIONS

- A. "CASA" refers to the Court Appointed Special Advocate. The CASA volunteers to advocate for foster children to ensure their needs are met.
- B. "CCR" refers to provisions contained in California Code of Regulations Title 22, Division 6, Chapters 1 and 8.8 under the authority of the State of California, Department of Social Services, Community Care Licensing Division.
- C. "Certified Family Home" refers to a family residence certified by a licensed foster family agency and issued a certificate of approval by that agency as meeting licensing standards, and used only by that foster family agency for placements.
- D. "Certified Parent" refers to the adult(s) residing in the home certified by the foster family agency to provide care and supervision to children placed exclusively by that foster family agency.
- E. "Client" refers to each individual child placed with the foster family agency.
- F. "Community Care Licensing Division" or "CCLD" refers to the Division of the California Department of Social Services that licenses community care facilities including Foster Family Agencies. They also monitor compliance with Title 22 regulations.
- G. "Concurrent" refers to the process of planning for one of two eventualities, the child being returned to his/her birth parent(s) or becoming available to adoptive or other permanent placement.
- H. "CONTRACTOR" refers to any employee, agent or representative of the contract company used in conjunction with the performance of the contract. For the purposes of this agreement, CONTRACTOR and FFA may be used interchangeably.
- I. "Corrective Action Plan" or "CAP" refers to a document that serves as the Contractor's commitment to remedy deficiencies in response to findings uncovered during investigations, monitoring visits, and audits.
- J. "COUNTY" refers to the Department of Public Social Services on behalf of the County of Riverside and its Board of Supervisors.
- K. "CPR" refers to Cardiopulmonary Resuscitation, a first aid technique used to attempt revival of unconscious persons.
- L. "CSD" refers to the Children's Services Division of the Riverside County Department of Public Social Services.

- M. "CSSW" refers to the Department of Public Social Services, Children's Social Services Social Worker assigned to each dependent child.
- N. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement.
- O. "Emancipation" refers to successful passage of foster youth to adulthood, including becoming a responsible and contributing member of the Community.
- P. "Emancipation Planning" refers to services designed to enable Placed Children age 14 years or older to successfully develop competencies in areas that will enhance their passage to adulthood once jurisdiction of case status has terminated.
- Q. "Expended Funds" or "Expended" or "Expenditures" refers to AFDC-FC funds, received through this contract that are subsequently spent by the Contractor for the care and services of Placed Children. Expended funds must be reasonable and allowable in accordance with --Use of Funds Exhibit
- R. "FFA" refers to Foster Family Agency, which means any organization engaged in the recruiting, certifying, and training of, and providing professional support to, certified parent(s), or in finding homes for placement of children for temporary or permanent care who require that level of care as an alternative to a group home in compliance with Title 22, Division 6, Chapters 1 and 8.8, For purposes of this Agreement FFA and Contractor shall be used interchangeably.
- S. "FR" refers to a formal plan of activities and events intended to lead to family reunification of foster children with their birth or other parents or guardians.
- T. "Hold Status" means a suspension of referrals of children to the Contractor by placing the Contractor on Hold Status in accordance with CCL regulations and Riverside County DPSS internal policies and procedures. The Foster Family Agency (FFA) and/or FFA certified family homes may be placed on temporary or permanent Hold at any time findings are uncovered during investigations, monitoring visits, and audits.
- U. "Independent Living Program" or "ILP" refers to the program authorized under 42 U.S.C. 677 of the Social Security Act for services and activities to assist/prepare Placed Children age 16 or older to make the transition from out-of-home care to independent living. ILP services may be provided to former foster youth up to age 21 and is a major component of Emancipation Planning.
- V. "OHI" refers to Out of Home Investigations Unit of DPSS. This unit conducts investigations on allegations of abuse and neglect involving Riverside County's relative caregivers, small family homes, group homes, non-related extended family members, and licensed/certified foster homes or facilities (FFAs). This may include homes located in Riverside County with any dependent child in placement and homes located outside of Riverside County with Riverside Dependents in

placement. An OHI referral is to be made immediately if a safety concern is identified.

- W. "Written plan identifying the specific needs and services of the child (**Also Known as the Needs and Services Plan**)" refers to a comprehensive, individualized, time-limited, goal oriented plan that identifies the specific needs of an individual child placed with the Foster Family Agency. The Plan shall include, but is not limited to, those items specified in Title 22, that delineates those services necessary in order to meet the child's identified needs.
- X. "Permanence" refers to a stable living situation for children along with the preservation and continuity of their family relationships, culture, and connections. Term used to describe the activities and outcomes used to support a child's move to a permanent placement.
- Y. "Placed Child" or "Placed Children" refers to any child or children placed by the County receiving services from the Contractor pursuant to this Contract.
- Z. "Program Statement" refers to the standardized Foster Family Agency Program Statement that was prepared for county placement, Community Care Licensing Division, and Aid to Families with Dependent Children- Foster Care (AFDC-FC) rate setting.
- AA. "Quarterly Progress Report" refers to a report provided by the FFA that notes each child's progress and milestones achieved for the 90 day period being reported.
- BB. "Rate" refers to the Foster Family Agencies rate of payment, as determined by the California Department of Social Services, Foster Care Rates Bureau.
- CC. "Safety" refers to protecting children from abuse and neglect in their own homes whenever possible and minimizing the risk of harm to children. The absence of imminent or immediate threat of moderate-to-serious harm to a child.
- DD. "Subcontractor" refers to an organization or individual that enters into a Contract with the Contractor to provide specific program services. Such individuals are not considered employees of the Contractor or the County. In foster care, a Subcontractor usually provides hourly or fixed fee services based on the number of Placed Children in the program.
- EE. "TILP" refers to a youth's Transitional Independent Living Plan, and is used to identify skills needing development by a youth. The TILP is updated every six months to monitor a youth's progress in developing identified skill-sets and identifying those skills needing more development.
- FF. "Treatment Services" refers to the provision of therapeutic services to children who reside in certified foster family homes. These services, may include, but are not limited to, assessing children's needs for the following: education and mental health services, sexual or physical abuse counseling, alcohol or drug abuse counseling, and vocational training, and determining the appropriate individual

case plan to ensure those needs are met. Treatment services shall be structured to help the child overcome their problems and achieve the goals specified in the written plan identifying the specific needs and services of the child.

- GG. "Well Being" refers to preserving the well-being of children and families which includes: 1) families having enhanced capacity to provide for their children; 2) school-age children attaining appropriate education achievements; and 3) children receiving adequate services to meet their physical and mental health needs, safety and injury prevention, and child development.

II. DPSS RESPONSIBILITIES

DPSS shall:

- A. Understand that the State of California, Department of Social Services, Community Care Licensing Division remains the ultimate authority for establishing regulations and enforcing compliance for foster care providers.
- B. Without interfering with the role and/or obligation of the State, offer additional oversight of foster care providers who provide services throughout Riverside County. The role of Riverside County DPSS is secondary to the State, and should not be misconstrued as a substitute authority under any circumstances.
- C. Ensure that the terms of this Agreement are met, and are consistent with the provisions contained in California Code of Regulations Title 22, Division 6, Chapters 1 and 8.8 under the authority of the State of California, Department of Social Services, Community Care Licensing Division.
- D. Assign DPSS Placement staff to be the liaison between the Contractor and Riverside County DPSS.
- E. Refer children between the ages of 0 – 17 to the Contractor for temporary residential care and treatment services on an as needed basis. DPSS reserves the right to decide if placements with the Contractor are appropriate, and does not guarantee that placements will be made with the Contractor.
- F. Provide the Contractor with as much complete and accurate information as is available to DPSS, and include in the placement packet for each child. At minimum, DPSS shall provide the FFA with the placement screening form, court minute order containing medical/dental/psychological and placement authorizations, case plan, visitation plan (who, limits, etc.) and placement agreement within 10 business days from the placement start date.
- G. Complete the most current version of the required State of California Placement Agency – Foster Family Agency Agreement (SOC 154A Form) **as designated by CDSS, attached hereto and incorporated herein by this reference as Exhibit F.**

- H. Share information with provider upon initial placement regarding medical, dental, vision, psychological, child abuse history, case plan, and visitation plan. The CSSW shall provide updated information to the provider on an on-going basis, including but not limited to the most current minute order and court reports.
- I. Develop the Case Plan, Needs and Services Plan, and when applicable, TILP within the first 30 days of placement in a collaborative meeting. Meeting participants should include a representative of the FFA, the FFA Social Worker CSSW, Child, Foster Parent(s), Biological Parent(s), Court-Appointed Special Advocate (CASA), and when appropriate, all other supplemental service providers.
- J. The Needs and Services Plan shall contain both long-term and short-term goals. The plan shall focus on treating the identified needs of the child and contain goals that are outcome-based, specific, measurable, attainable, and has specific time frame for achievement of each deliverable. The written plan identifying the specific needs and services of the child and all updates to the Plan shall be signed by the CSSW, the child, and the Contractor. The Plan shall be updated no less than bi-annually, and a copy shall be provided to the Contractor no later than 15 days following the end of each six month period.
- K. Develop a plan to comply with the orders of the Juvenile Court and Title 22 Regulations in reference to visitation with family members and lifelong connections/mentors, taking into consideration any recommendations from the child's Attorney and Court Appointed Special Advocate (CASA). Assist in monitoring and coordinating family visits.
- L. Complete and sign an **Initial Placement Checklist** attached hereto and incorporated herein by this reference as **Exhibit H** at the time of initial placement of any Riverside County child placed with the Contractor. The Contractor is responsible for making the Initial Placement Checklist available to the Placing CSSW and for maintaining originals in a binder for future reference.
- M. Monitor/review the performance of the Contractor's compliance in meeting the terms, conditions, and services contained within this Contract, the Program Statement, and all applicable laws and regulations through any means deemed appropriate including but not limited to:
 - 1. DPSS Placement Manager or designee shall be responsible for the enforcement of this Contract on behalf of the County and shall be assisted therein by those officers and employees of the County having duties in connection with the administration thereof to assess contract compliance.
 - 2. DPSS Placement Manager reserves the right to assign personnel as needed in order to inspect and review the Contractor's performance of and compliance with all contractual services, duties, obligations,

responsibilities, administrative procedures and staffing as set forth in this Contract.

3. The County may, but is not obligated to evaluate the Contractor's performance under this contract on an annual basis. Such evaluation will include assessing the Contractor's compliance with all of the Contract's terms and performance standards. The County, at its sole discretion, may monitor the performance of the Contractor through any combination of periodic on-site visits, annual inspections, evaluations, and Contractor self-monitoring.
 4. In the event that formal action is taken against the Contractor, the Board of Supervisors will be notified. The notification may include the Contractor's response to these deficiencies and improvement/corrective action measures taken by the County. The County may terminate this contract or take any action necessary in accordance with CCL regulations and DPSS internal policies and procedures.
 5. The County retains the right, but is not obligated to inspect, monitor and conduct investigations of the Contractor's program, fiscal operations, performance and contract compliance without prior notice to Contractor seven days a week, 24 hours a day. Unannounced audits, monitoring, and investigations may occur without prior notice when the County, in its sole discretion, deems it necessary. For routine audits, monitoring, and inspections, the Contractor will be given reasonable prior notice.
 6. The County may request the Contractor to provide photocopies of records and documents, including Placed Children records, days of care records, personnel, and certified foster parent records, unless prohibited by federal, state, or local laws. The Contractor shall be responsible for the cost of providing photocopies to the County.
 7. Notify the Contractor in writing within 72 hours of DPSS' decision to place the Contractor on temporary or permanent HOLD status. Verbal notification of such actions will be provided prior to or at the time of Contractor's placement on HOLD Status to the extent possible.
- N. Ensure that the Contractor is paid only for the days of care provided to children placed by DPSS. Take immediate action upon the discovery of an overpayment.
- O. Issue a Notice of Action for overpayments in accordance with Sections 10553-10554 of the Welfare and Institutions Code, and CDSS Manual Eligibility and Assistance Standards (EAS) Chapter 45-300. The current version of the Notice of Action is **attached hereto and incorporated herein by this reference as Exhibit G**. The most updated version of the Notice of Action form issued from CDSS shall be utilized for the purposes of overpayment collection.

III. HOLD STATUS AND/OR CORRECTIVE ACTION PLAN

The County may place Contractor on Hold Status and/or Corrective Action Plan when the County reasonably believes, in its sole discretion, that the Contractor has engaged in conduct which may jeopardize placed children; there has been a serious event or identified risk involving abuse or neglect; or there has been noncompliance with a significant fiscal/programmatic requirement of the Contract.

A. Hold Status

Riverside County retains the right to temporarily or permanently suspend referrals of children to the Foster Family Agency (FFA) by placing the Contractor on Hold status at any time during investigations, auditing, or monitoring if there is reasonable belief that the FFA or any of its Certified Foster Family Homes have engaged in conduct which may jeopardize placed children; there has been a serious event that may implicate the Contractor in issues of abuse or neglect; there is serious risk of abuse or neglect; or noncompliance with a significant administrative/fiscal/programmatic requirement of this Contract for which the Contractor failed to take corrective action (when appropriate).

B. Correction Action Plan (CAP)

Riverside County DPSS shall provide written notice to the FFA describing the deficiencies requiring correction. The FFA shall provide evidence of deficiency correction according to guidelines set forth by Riverside County DPSS within the corrective action plan. At the sole discretion of DPSS, failure to correct deficiencies may result in cessation of any current or future placements with the deficient FFA and/or certified foster family home.

The FFA understands and agrees that continued deficiencies and/or failure to comply with the terms and conditions of this contract may lead to the cessation of placements with some of the FFA's homes, and/or removal of the facility from Riverside County's approved Foster Family Agency list, resulting in no future placements from Riverside County.

IV. CONTRACTOR RESPONSIBILITIES

The Foster Family Agency (FFA) shall certify that foster parent(s) and the foster parent's home are in compliance with: CDSS Community Care Licensing Division regulations, Title 22, Division 6, Chapter 1, General Licensing Requirements, and Title 22, Division 6, Chapter 8.8, Foster Family Agency regulations.

A. ADMINISTRATIVE

The Contractor shall perform ADMINISTRATIVE RESPONSIBILITIES as outlined in Exhibit A attached hereto and incorporated herein by this reference.

B. CLIENT SERVICES

The Contractor shall provide and/or certify that Foster family homes operating under the authority of the FFA will provide CLIENT SERVICES as outlined in Exhibit B attached hereto and incorporated herein by this reference.

V. REPORTING PROVISIONS

The Contractor shall submit the following reports:

A. Special Reporting

The Contractor shall report the following information, as well as all other information as required by CCR, to the child's CSSW or other designated DPSS CPS liaison by telephoning, mailing a report, or electronically transmitting a report of the incident within the time periods specified by CCR.

1. In compliance with CCR, a Special Incident Report needs to be completed and directed to the assigned DPSS Representative within 24-hours of occurrence when a child is restrained or if there is an appearance of maltreatment of the child.
2. If Contractor staff makes a Child Protective Services (CPS) referral on a particular child, a full written report concerning allegations, therapeutic intervention, diagnosis, prognosis, contact with the parents, parents' willingness to cooperate, etc., shall be completed and submitted to CPS within 48-hours.
3. Report any illnesses requiring treatment, injuries, accidents, unusual incidents, unauthorized absences (runaways or abductions) involving a child placed with the Contractor to the CSSW and Community Care Licensing Division, immediately, but no later than 24-hours of incident.
4. Notify DPSS prior to any placement changes. All placement moves must be processed and approved by DPSS Placement in order to be considered authorized.
5. Inform DPSS Placement staff of any substantial program changes and/or reclassification of rate(s), as defined in CCR, within 24-hours of occurrence.
6. Provide the DPSS Placement staff with a list containing the name, position, address, telephone number, and e-mail address for all Program Administrators, Corporate Officers, and members of the Board of Directors **along with the signed Agreement**. In the event that any of this information changes, the Contractor shall provide the DPSS Placement staff with an updated copy within three business days.

7. Provide service and fiscal records and reports as requested by authorized representatives of the County of Riverside.

B. Initial Placement Checklist

The Contractor shall ensure that both blank and completed copies of the Initial Placement Checklist are maintained in an organized fashion and are available to Riverside County staff at all times. The Contractor shall submit copies of all completed checklists along with corresponding Quarterly Progress Report as detailed below.

C. Quarterly Reports

Quarterly Progress Reports are due to the child's case carrying CSSW no later than 15 days following the end of each quarter of a child's placement with the Contractor. In the event a child leaves placement with the Contractor prior to the 90-day period of placement, the Contractor shall submit a Quarterly Progress Report for the portion of the 90-day period the child was in the Contractor's care and supervision. For example, Quarterly Progress Report for the months of July – September is due on or before October 15th. This report shall contain the information identified in the **Riverside County Facility Quarterly Progress Report Format attached hereto and incorporated herein by this reference as Exhibit C.**

In addition, the following information shall be submitted along with the Quarterly Progress Report for each child:

- a. Initial placement checklist for monitoring purposes;
- b. Documentation of family visits;
- c. Child's achievements for the quarter;
- d. Receipts (signed by child) and other records of clothing purchases during the quarter;
- e. Clothing and personal property inventory; and
- f. Educational services provided during the quarter.

D. Semi-Annual Report

In accordance with CCR, the written plan identifying the specific needs and services for each child shall be updated every six months. Any significant changes to the Plan shall be included with the quarterly report. A copy of the updated report shall be furnished to the child's CSSW. In addition, the child's updated semi-annual photo shall be submitted with each Plan.

VI. FISCAL PROVISIONS

A. METHOD, TIME, AND SCHEDULE/CONDITION OF PAYMENTS

1. DPSS shall pay the Contractor, in arrears, the rate of reimbursement established by the State of California, for each child receiving services

during the preceding calendar month. Payments shall accrue from the date child is placed, and terminate the day prior to discharge. Foster care reimbursement shall be contingent upon the Contractor maintaining a license in good standing.

2. The Contractor shall be liable to repay DPSS for all overpayments to which it is not entitled in accordance with CDSS Manual Eligibility and Assistance Standards (EAS) Chapter 45-300: AFDC-FC Payee, Payment and Delivery. An Overpayment Demand letter shall be issued to the Contractor for each rate reimbursement the Contractor has been overpaid.
3. In the event the Contractor is non-responsive to the Demand Letter or becomes delinquent in making the agreed upon payments, DPSS shall reserve the right to take the necessary actions to recoup the overpayment, including, but not limited to: placing the Contractor on HOLD status, removing the facility from Riverside County's approved Foster Family Agency list, which will result in no future placements from Riverside County; and/or pursuing legal action.
4. The Contractor shall be liable for expenses incurred that are not in compliance with the laws and regulations governing the foster care programs under Federal Office of Management and Budget (OMB) Circular A-122 (Cost Principles for Non-Profit Organizations).

B. FINANCIAL RESOURCES

The Contractor warrants that during the term of this Agreement, the Contractor shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Agreement. Further, the Contractor warrants that there has been no adverse material change in the Contractor, Parent, or Subsidiary business entities, resulting in negative impact to the financial condition and circumstances of the Contractor since the date of the most recent financial statements.

C. RECORDS, INSPECTIONS, AND AUDITS

1. The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement as stipulated in CCR. The Contractor shall maintain all child-specific, programmatic, personnel, fiscal, and other information affecting rate setting and Aid to Families with Dependent Children–Foster Care (AFDC-FC) payments for five (5) years after final payment has been made or until all pending County, State, and Federal audits, if any, are completed, whichever is later.
2. Any authorized representative of the County of Riverside, the State of California, and the Federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Agreement, for the

purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Agreement and the premises in which it is being performed.

3. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for five (5) years after final payment is made, or until all pending County, State, and Federal audits are completed, whichever is later.
4. Should the Contractor disagree with any audit conducted by DPSS or designee, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with DPSS a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Agreement. The Contractor shall not be reimbursed by DPSS for such an audit.
5. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting such an audit.

D. SUPPLANTATION

The Contractor shall not supplant any federal, state, or county funds intended for the purpose of this Agreement with any funds made available under any other Agreement. The Contractor shall not claim reimbursement from DPSS for, or apply any sums received from DPSS, with respect to the portion of its obligations, which have been paid by another source of revenue. The Contractor agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or county funds under any county programs without prior approval of DPSS.

VII. GENERAL PROVISIONS

A. EFFECTIVE PERIOD

This Agreement is effective July 1, 2010 through June 30, 2011 and shall automatically renew for successive one-year periods, unless terminated as provided herein.

B. CONFLICT OF INTEREST

The Contractor covenants that it presently has no interest, including, but not limited to, other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which are, or which the Contractor believes to be, incompatible in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed or retained by it under this Agreement.

C. NOTICES

All notices, claims, correspondence, reports, and/or statements authorized or required by this Agreement shall be addressed as follows:

DPSS:

1. All Administrative Reports, as well as any Requested Service and Fiscal Reports shall be addressed to:

Department of Public Social Services
Placement Region
10281 Kidd Street, 2nd Floor
Riverside, CA 92503

2. All Child Related Correspondence, Quarterly Progress Reports, and Special Incident Reports (SIRs) shall be Addressed and Sent to:

The Child's CSSW at the address listed on the PLACEMENT paperwork

3. All Claims shall be addressed to:

Department of Public Social Services
Foster Care Services
10281 Kidd Street, 2nd Floor
Riverside, CA 92503

CONTRACTOR: (INSERT NAME & ADDRESS OF CONTRACTOR)

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports and/or statements authorized or required by this Agreement, addressed in any other fashion will not be acceptable.

D. CONFIDENTIALITY

1. The Contractor shall maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.
2. Each party shall ensure that case record information is kept confidential when it identifies an individual by name, address, or other information. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.
3. The parties to this Agreement shall keep all information that is exchanged between them in the strictest confidence, in accordance with Section 10850 of the Welfare and Institutions Code. All records and information concerning any and all persons referred to the FFA shall be considered and kept confidential by the FFA, its staff, agents employees and volunteers. The Contractor, shall require all of its employees, agents, subcontractors and volunteer staff who may provide services under this agreement with the County of Riverside before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to the FFA by Riverside County.
4. The confidentiality of Juvenile Court records is established under section 827 and 828 of the Welfare and Institutions Code, California Rules of Court, Rule 5.552 and case law. The Juvenile Court has exclusive jurisdiction over juvenile records and information. It has the responsibility to protect the interests of children and their families in the confidentiality of any records and information concerning children involved in the justice system. The Juvenile Court is responsible for providing a reasonable method for release of these records and information in appropriate circumstances.
5. No person will publish, disclose, use, permit, or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this Agreement. The Contractor agrees to inform all persons directly or indirectly involved in administration of services provided under this Agreement of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor. The Contractor shall obtain signatures of all employees on Exhibit D – Confidentiality Statement to acknowledge receipt and understanding.
6. The parties agree to the terms and conditions set forth as attached hereto and referenced herein, as **Exhibit D - Confidentiality Statement**.

E. EMPLOYMENT PRACTICES

1. The Contractor shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement, and to the extent they shall apply, with the provisions of the Fair Employment and Housing Act (Gov. Code 12900 et seq), and the Federal Civil Rights Act of 1964 (P. L. 88-352).
2. In the provision of benefits, the Contractor shall certify and comply with Public Contract Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.

For the purpose of this section Domestic Partner means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

F. CLIENT CIVIL RIGHTS COMPLIANCE

1. Vendor Assurance of Compliance

The Contractor assures it will comply with Title VI of the Civil Rights Act of 1964 as amended: Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; Government Code (GC) Section 11135, as amended; California Code of Regulations (CCR) Title 22 Section 98000-98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act; Section 1808 Removal of Barriers to Inter Ethnic Adoption Act of 1996 and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of race, color, national origin, political affiliation, religion, martial status, sex, age, or disability be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state assistance; and give assurance it will immediately take any measures necessary to effectuate this agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and the Contractor gives assurance that administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives

of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

By accepting this assurance the contractor agrees to compile data, maintain records, and submit reports as required to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-39, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

This assurance is binding on the Contractor directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

2. Client Complaints

The Contractor shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from Riverside County DPSS Civil Rights Coordinator of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. The Contractor must distribute to social service clients that apply for and receive services, "Your Rights Under California Welfare Programs" brochure (Publication 13). For a copy of this brochure, visit the following website at www.cdss.ca.gov/cdssweb and perform a search for "Publication 13."

Civil Rights Complaints should be referred to:

Civil Rights Coordinator
Riverside County Department of Public Social Services
10281 Kidd Street
Riverside, CA 92503
(951) 358-3030

3. Services, Benefits and Facilities

Contractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, sex, age, sexual preference, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed.

For the purpose of this Section, discrimination means denying a participant or potential participant any service, benefit, or accommodation that would be provided to another and includes, but is not limited to, the following:

- a. Denying a participant any service or benefit or availability of a facility.
- b. Providing any service or benefit to a participant which is different, or is provided in a different manner, or at a different time or place from that provided to other participants on the basis of race, color, creed or national origin.
- c. Restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit. Treating a participant differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.

4. Cultural Competency

Contractor shall make available bilingual professional staff or qualified interpreter to ensure adequate communication between clients and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services.

For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the client in both languages.

G. HOLD HARMLESS/INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

H. INSURANCE

Without limiting or diminishing the Contractor's obligation to indemnify or hold the County harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage during the term of this Agreement.

Workers' Compensation:

If Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. **Policy shall be endorsed to waive subrogation in favor of the County of Riverside;** and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. **Policy shall name, in the following manner, "the County of Riverside, its Agencies, Districts, and Special Districts, their respective directors, officers, Board of Supervisors, elected or appointed officials, employees, agents or representatives as Additional Insureds."** Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

Professional Liability:

If, at any time during the duration of this Agreement and any renewal or extension hereof, the Contractor, its employees, agents or subcontractors provide professional counseling for issues of medical diagnosis, medical treatment, mental health, dispute resolution or any other services for which it is the usual and customary practice to maintain Professional Liability Insurance, the Contractor shall procure and maintain Professional Liability Insurance (Errors & Omissions), providing coverage for performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Consultant's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made insurance policy Consultant shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with at retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificate of Insurance that Consultant has maintained continuous coverage with the same or original insurer. Coverage provided under items: Workers' Compensation, Commercial General Liability or Professional Liability will continue for a period of five (5) years beyond the termination of this Agreement.

Vehicle Liability:

If Contractor's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. **Policy shall name, in the following manner, "the County of Riverside, its Agencies, Districts, Special Districts, their respective directors, officers, Board of Supervisors, elected or appointed officials, employees, agents, or representatives as Additional Insureds."**

General Insurance Provisions – All lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII(A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
2. The Contractor's insurance carrier(s) must declare self-insured retentions. If such self insured retentions exceed \$500,000 per occurrence retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retention's unacceptable to the County, and at the election of

the County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such self-insured retentions as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

3. The Contractor shall cause insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and original copies of Endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. ***CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.***
4. It is understood and agreed to by the parties hereto and the CONTRACTOR'S insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
5. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
6. Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.
8. Contractor agrees to notify the County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

I. LICENSES AND PERMITS

In accordance with the provisions of the Business and Professions Code concerning the licensing of Contractors, all Contractors shall be licensed, if required, in accordance with the laws of this State and any Contractor not so licensed is subject to the penalties imposed by such laws.

The Contractor warrants that it has all necessary permits, approvals, certificates, waivers, and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this agreement. The Contractor shall be a Foster Family Agency in good standing in accordance with CCR. **The Contractor shall submit a copy of current license(s)/certification(s) along with the signed Agreement.**

J. INDEPENDENT CONTRACTOR

It is understood and agreed that the Contractor is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Contractor and/or Contractor's employees shall not be entitled to any benefits payable to employees of the County including, but not limited to, County Worker's Compensation benefits. County shall not be required to make any deductions for employees of Contractor from the compensation payable to Contractor under the provision of this Agreement.

As an independent contractor, Contractor hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. As part of the foregoing indemnity, the Contractor agrees to protect and defend at its own expense, including attorney's fees, the County, its officers, agents and employees in any legal action based upon any such alleged existence of an employer-employee relationship by reason of this Agreement.

K. SUBCONTRACT FOR SERVICES

No agreement shall be made by the Contractor with any party to furnish any of the services herein contained **without the prior written approval of DPSS**. The Contractor shall require all subcontractors that it enters into agreements with to furnish services under this Agreement meet CCR. Contractor shall also

ensure that all subcontractors possess the required licenses and/or permits and that they are in good standing.

The Contractor must ensure that all subcontractors provide services that comply with all applicable provisions of the California Welfare and Institutions Code, all applicable laws and regulations of the United States and State of California, and all administrative regulations, rules and policies adopted thereunder, as each and all may now exist or be hereinafter amended or changed.

All subcontracts must include the HOLD HARMLESS and INSURANCE language contained in this Agreement and should provide the County of Riverside the same protections and indemnification as the Contractor.

This provision shall not require the approval of agreements of employment between the Contractor and personnel assigned for services hereunder.

L. ASSIGNMENT

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of DPSS. Any attempt to assign or delegate any interest hereunder without said consent shall be void and of no force or effect.

M. PERSONNEL DISCLOSURE

For the safety and welfare of the children to be served under this Contract, the Contractor agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent contractors, volunteers or Subcontractors who may come in contact with placed children in the course of their work, volunteer activity or performance of the Subcontract and shall maintain such records in the file of each such person.

The Contractor shall comply with the requirements for fingerprint clearances, criminal record statements, and Child Abuse Index checks as specified in Title 22, Division 6, Chapter 1, Article 3, Sections 80019, 80019.1, and 80019.2 and in Chapter 8,8, Sections 88019 and 88019.2 and Health and Safety Code Section 1522.

The Contractor is mandated to perform background checks and obtain criminal clearance on all employees providing services under this agreement prior to contact with placed children.

Upon request by DPSS, the Contractor agrees to make available to DPSS a current list of personnel that are providing services under this Agreement who have contact with children or adult clients. The list shall include:

1. All staff who work full or part-time positions by title, including volunteer positions; and

2. A brief description of the functions of each position and hours each position worked; and
3. The professional degree, if applicable, and experience required for each position.

No employee will work under this contract who has been convicted of any crimes involving sex, drugs or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12.

The Contractor shall require that individuals report any subsequent arrest, conviction, and probation or parole violation, to Contractor and CCLD within 48 hours. The Contractor shall immediately notify the County, If Contractor learns, from a Child Abuse Index check or other means, of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff and Subcontractor who may come in contact with Placed Children while providing services under this Contract when such information becomes known to the Contractor.

N. CHILD ABUSE REPORTING

The Contractor shall establish a procedure acceptable to DPSS to ensure that all employees, volunteers, consultants, subcontractors or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code, Section 11166. This procedure shall also be in compliance with CCR. The Contractor shall require such employees, volunteers, consultants or agents to sign a statement acknowledging the child abuse reporting requirements set forth in Section 11166 of the California Penal Code and certifying that they will comply with all provisions of the Penal Code.

O. DEBARMENT AND SUSPENSION

As a sub-grantee of federal funds under this Agreement, the Contractor certifies that it, and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.

Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and

Have not within a 3-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

P. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS, AND DIRECTIVES

The Contractor shall comply with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable state agencies, and funding sources which impose duties and regulations upon DPSS, which are equally applicable and made binding upon the Contractor as though made with the Contractor directly.

Q. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

The Contractor in this Agreement is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. The Contractor hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. The Contractor further agrees that it shall be in compliance, and shall remain in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

The Board of Supervisors Policy B-23 requires the County and Contractor to acknowledge that HIPAA mandates them to enter into an agreement in order to safeguard protected health information that may be accessed during the performance of this Agreement. **The parties agree to the terms and conditions set forth as attached hereto and referenced herein, as Exhibit E, Contractor's Obligations Under HIPAA.**

All social service privacy complaints should be referred to:

Department of Public Social Services
HR/Administrative Compliance Services Unit
10281 Kidd Street
Riverside, CA 92503
(951) 358-3030

R. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed by Agreement, shall be disposed by DPSS which shall furnish the decision in writing. The decision of DPSS shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Contractor shall

proceed diligently with the performance of the Agreement pending DPSS' decision.

S. SANCTIONS

Failure by the contractor to comply with any of the provisions covenants, requirements, or conditions of this Agreement including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Agreement. In such event, DPSS may immediately terminate this Agreement and may take other remedies available by law, or otherwise specified in this Agreement. DPSS may also:

1. Afford the Contractor a time period within which to cure the breach, the period of which shall be established at the sole discretion of DPSS;
2. Not place any additional children with the agency; and/or
3. Based upon the seriousness of the breach, immediately remove all children placed with the agency, and suspend future placements.

T. TERMINATION

This Agreement may be terminated without cause by either party by giving thirty (30) days written notification to the other party. However, DPSS may immediately terminate this Agreement if evidence is made available to DPSS that the terms and conditions of this Agreement have been violated or that the FFA is placing children in unsafe homes. In the event DPSS elects to abandon, indefinitely postpone, or terminate the Agreement, DPSS shall make payments for all services performed up to the date that written notice was given in a prorated amount.

U. GOVERNING LAW

This Agreement shall be interpreted according to the laws of the State of California. Jurisdiction and venue shall be agreed upon in the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.

V. MODIFICATION OF TERMS

No addition to or alteration of the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in writing and formally approved and executed by both parties.

W. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein.

FOSTER FAMILY AGENCY CONTRACTOR RESPONSIBILITIES – ADMINISTRATIVE

The FFA is expected to perform all administrative responsibilities outlined below in accordance with California Code of Regulations, Title 22, Division 6, Chapters 1 and 8.8 under the authority of the State of California, Department of Social Services, Community Care Licensing Division.

Policies and Procedures	Quality Assurance	Fiscal Accountability	Record Keeping	Document Submission to DPSS
<ul style="list-style-type: none"> ❖ Comply with State of California, Community Care Licensing Division (CCLD), Title 22, Division 6, Chapters 1 and 8.8 requirements regarding General Licensing and Operational Requirements. Comply with all applicable State licensing standards and any other standards or criteria established by the State to assure quality of services. ❖ Placements are contingent upon the Contractor maintaining license in good standing. ❖ Ensure that policies and procedures adhere to appropriate laws, regulations, program statement, and all County mandates. ❖ Establish policies and procedures that ensure that all requests for information or requests for corrective action issued from Riverside County are handled immediately. ❖ <u>Read Section III. "Hold And/Or Corrective Action Plan" provisions of the agreement to ensure thorough understanding and communicate expectations with FFA staff and certified foster family homes.</u> ❖ The County may place the Contractor on Hold Status and/or Corrective Action Plan when the County reasonably believes, in its sole discretion, that the Contractor has 	<ul style="list-style-type: none"> ❖ Cooperate fully with all State, County, and Federal Government representatives during site visits, inspections, or evaluations of program, records, and procedures. ❖ Maintain all the requirements regarding staffing levels/hours, training, and qualifications as stipulated within CCR, Manual of Policies and Procedures (MPP), and Contractor's Program Statement. ❖ Maintain an organizational structure that ensures the achievement of the services and goals specified in the Contractor's program statement and the terms of this Agreement. ❖ Ensure that children are NOT moved from one Certified Family Home to another within the foster family agency <u>without prior approval from DPSS Placement</u>. All placement moves must be processed and approved by DPSS Placement in order to be considered authorized. ❖ Provide in-service training and education for staff; and require staff to attend and participate in all mandated training and activities necessary to retain the proper licensure/certification to include CPR 	<ul style="list-style-type: none"> ❖ The Contractor shall maintain accurate and complete financial records of all its activities and operations relating to this Contract in accordance with generally accepted accounting principles and which meet the requirements of contract accounting described in CDSS Manual of Policies and Procedures (MPP) 11-402.82. ❖ Maintain a record of each payment received for each placed child upon receipt of payment from Riverside County. ❖ If required by law, Contractors will ensure that an independent fiscal audit is done annually and provide a copy to DPSS Placement. ❖ In the event that an audit of the Contractor is conducted, specifically regarding this Contract by any Federal or State Auditor, or by any auditor employed by the Contractor or otherwise, then the Contractor shall provide a copy of the audit to Riverside County DPSS immediately. 	<ul style="list-style-type: none"> ❖ Implement a record keeping process to ensure that administrative, programmatic, and fiscal documentation is maintained to substantiate related decisions and actions. ❖ Maintain and retain accurate records on each Placed Child as required by California Code of Regulations, Title 22, Division 6, Chapter 1, Section 80070, Chapter 8.8, Section 88070 and 88070.1; and the relevant provisions of this Contract. ❖ Such records shall <u>include</u>, but are not limited to: <ul style="list-style-type: none"> • The Written Plan identifying the specific Needs and Services of the child; • Placement and Termination/Discharge Documents; • A daily record of schedule of care including the correct spelling of youth's name, DOB, date the youth entered the home, and the date of exit from the home; 	<ul style="list-style-type: none"> ❖ Submit a copy of current license(s)/certification(s) to Riverside County Placement upon signing of this agreement. ❖ Provide DPSS with a copy of LIC9185 form "Foster Family Agency Certified Home: Monthly Log of Newly Certified and De-certified Homes" or comparable approved form within 15 days. ❖ Provide DPSS, in writing, with the name, address, and phone number of the person who has primary responsibility for being the liaison between the Contractor and DPSS. In the event that this information changes throughout the term of this Agreement, the Contractor is to provide DPSS with the updated information, in writing, within 72 hours of the occurrence. ❖ Provide documentation of family visits as part of the Quarterly Progress report for the child. ❖ Complete all Incident Reports

FOSTER FAMILY AGENCY CONTRACTOR RESPONSIBILITIES – ADMINISTRATIVE

The FFA is expected to perform all administrative responsibilities outlined below in accordance with California Code of Regulations, Title 22, Division 6, Chapters 1 and 8.8 under the authority of the State of California, Department of Social Services, Community Care Licensing Division.

Policies and Procedures	Quality Assurance	Fiscal Accountability	Record Keeping	Document Submission to DPSS
<p>engaged in conduct which may jeopardize placed children; there has been a serious event or identified risk involving abuse or neglect; or there has been noncompliance with a significant fiscal/programmatic requirement of the Contract.</p> <ul style="list-style-type: none"> ❖ The County retains the right to temporarily or permanently suspend referrals of children to the Contractor by placing the Contractor on Hold status or Corrective Action Plan at any time during investigations, auditing, or monitoring. ❖ Failure to correct identified deficiencies may result in cessation of any current or future placements with the deficient FFA and/or certified foster family home. In addition, the facility may be removed from Riverside County's approved Foster Family Agency list, resulting in no future placements from Riverside County. ❖ Contractor is expected to respond to Notices of Action, Corrective Action Plans, and requests for information in a timely manner. ❖ The Contractor is to <u>develop, implement, and provide the following policies and procedures to DPSS Placement upon request</u>, including but not limited to: <ul style="list-style-type: none"> • An on-going self-monitoring process for assessing, addressing, and 	<p>and First-Aid and maintain current CPR certifications.</p> <ul style="list-style-type: none"> ❖ Provide in-service training and education for foster parents; and require foster parents to attend and participate in all mandated training and activities necessary to retain the proper licensure/certification. Training shall be in accordance with CCR and Program Statement. DPSS requires Foster Parents to meet their training requirement through classroom-type instruction. Training shall include, but is not limited to: <ul style="list-style-type: none"> • A minimum of 30 hours of pre-placement training using Model Approach to Partnership in Parenting (MAPP), P.R.I.D.E., or equivalent training for each foster parent prior to the placement of children. This will include, but is not limited to the following topics: cultural diversity, discipline techniques, child development, and parenting skills. After the first year, each foster parent shall receive at least 15 hours of training annually. ❖ Staff and certified foster parents shall be trained to perform CPR and First- 	<ul style="list-style-type: none"> ❖ The Contractor shall be liable to repay DPSS for all overpayments to which it is not entitled in accordance with CDSS Manual Eligibility and Assistance Standards (EAS) Chapter 45-300: AFDC-FC Payee, Payment and Delivery. ❖ In the event that the Contractor is non-responsive to demand letters or becomes delinquent in making agreed upon payments, DPSS shall reserve the right to take the necessary actions to recoup the overpayment, including, but not limited to: placing the Contractor on HOLD status, removing the facility from Riverside County's approved Foster Family Agency list, which will result in no future placements from Riverside County; and/or pursuing legal action. 	<ul style="list-style-type: none"> • Medical and Dental Records; • A Record of Court Orders Allowing Psychotropic Medication; • Placed Children's financial records including clothing, allowances, earnings, medical expenses, etc.; • Diagnostic Evaluations and Studies; • Placed Children's interviews; • Special Incident Reports (SIRs); • Social Worker Progress Notes (including treatment, school, extracurricular activities at school or in the Community, etc.); • Notes on Services provided by the various professional and paraprofessional staff (treatment, recreation, child care, etc.) ❖ The records shall be in sufficient detail to permit an evaluation of the services provided. 	<p>and S.I.R.s within 24 hours and submit to CSSW and CCL, ensuring that a certified copy is provided when situations involve a report to Law Enforcement and a hospital Emergency Room.</p> <ul style="list-style-type: none"> ❖ Provide services and fiscal records and reports upon request from authorized representatives of the County of Riverside.

FOSTER FAMILY AGENCY CONTRACTOR RESPONSIBILITIES – ADMINISTRATIVE

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Policies and Procedures	Quality Assurance	Fiscal Accountability	Record Keeping	Document Submission to DPSS
<p>correcting service delivery concerns;</p> <ul style="list-style-type: none"> • A policy for zero tolerance of children being physically, emotionally and/or sexually abused and/or neglected while under the supervision of the Contractor. • A description of the placement failure prevention services that are in place and how they will be coordinated with CPS Social Worker and Therapist. • A policy on vehicle and equipment safety compliance for certified foster parents, including ensuring that keys to vehicles are in a secure location and inaccessible to children at all times. • Ensure that all staff involved in transporting children possess a valid California driver's license and current vehicle insurance card. • Verification of staff's driving record is an annual requirement. • A plan for addressing client transportation needs. A vehicle in good and safe working condition must be available to transport placed children at all times. 	<p>Aid and maintain current CPR certifications.</p> <ul style="list-style-type: none"> ❖ Riverside County DPSS requires that training be provided to staff through classroom-type instruction. ❖ Attend or send a representative to attend the Association of Foster Family Agency (AFFA) meetings and/or trainings deemed appropriate by the County. ❖ Provide bilingual professional staff or qualified interpreters as needed and as feasible, based on screening process. ❖ Apply the Reasonable and Prudent Parent Standard, meaning the standard characterized by careful and sensible parental decisions that maintain the child's health, safety, and best interest, when determining and selecting childcare options. ❖ If applicable to Contractor's Program Statement, provide personnel for in-person crisis intervention response within 2-hours of request, 24 hours per day, seven days per week. ❖ Ensure that the development, 		<ul style="list-style-type: none"> ❖ All records must be housed at the Contractor's office, kept confidential, and maintained in a locked file with access limited only to select staff who require it for needs and services planning. ❖ Maintain transportation records to verify that staff who transport children placed with the Contractor are in compliance with the following: <ul style="list-style-type: none"> • Maintain a valid driver's license with the Department of Motor Vehicles; and • Insure their vehicles, if used to transport children, are in compliance with the insurance coverage requirements set forth in the Insurance Provisions Section of this Agreement (Paragraph VII.H.). ❖ Maintain logs documenting time and date of entry and exit of each child placed in its care by DPSS, as well as proof of referral from DPSS. ❖ Maintain blank copies of the Initial Placement Checklist (Exhibit H). The Contractor shall provide the Placing CSSW with the checklist upon initial placement of all Riverside 	

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<ul style="list-style-type: none"> • Written policies and procedures on staff recruitment, screening, and background check requirements. • Policies must address the review and approval criteria for exempting criminal history of prospective caregivers. • A training plan to cover how staff will be trained on age appropriate and developmental needs of the children. • A plan for conducting initial, on-going and final inventories of each child's personal possessions and clothing. Policies should specify the frequency of which the on-going inventories will be conducted. • A description of how the children's monies and belongings are handled during placement and at discharge. • A procedure for how after hours placement and response to DPSS emergency requests for placements will be handled. ❖ Establish a written policy for protecting client confidentiality. The confidentiality of all clients shall be maintained at all times except where disclosure is 	<p>implementation, and day-to-day operation of the Contractor's data collection systems clearly demonstrate that the Contractor can correctly produce, and substantiate the validity of any required data.</p> <ul style="list-style-type: none"> ❖ Ensure that all staff, subcontractors, and volunteers that are providing services or who have contact with children placed with the agency possess the required criminal background and child abuse clearances, education, and experience as stipulated within CCR, prior to employment or contact with children. ❖ Ensure that all foster parents and adults living in the home possess the required criminal background and child abuse clearances prior to having any children placed with them. ❖ As needed, make available professional staff to offer crisis prevention, intervention, individual/family therapy, and/or psychiatric evaluations for medication assessments for all place children. If needed, utilize the CAT process and all other available resources, including a court order, to provide 		<p>County Placed Children.</p> <ul style="list-style-type: none"> ❖ Maintain completed originals of the Initial Placement Checklist (Exhibit H) that have been signed by both the Contractor and the Placing CSSW in a binder. Copies of completed checklists shall be submitted to DPSS along with corresponding quarterly progress report. ❖ Maintain individual case files for each child placed with the agency, and provide a copy to each facility that the child is placed with. These records should include, but are not limited to the following: <ul style="list-style-type: none"> • Court Orders; • Placement Agreements; • Needs & Services Plans; • Case Plan; • Visitation Plan • List of Adults authorized to visit child, frequency and dates • Semi-Annual picture of the Child; • Signed Acknowledgement of receipt of "Foster Youth Rights"; • Latest educational transcripts; • Current Individualized 	

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Policies and Procedures	Quality Assurance	Fiscal Accountability	Record Keeping	Document Submission to DPSS
<p>authorized by the State, contract provisions, prearranged agreement with the client, or as required by law or court order.</p> <ul style="list-style-type: none"> ❖ Establish a client grievance policy and procedure that describes the system by which clients of service shall have the opportunity to express and have considered their views, grievance, and complaints regarding the Contractor's delivery of services. 	<p>psychological evaluations for each child in care.</p> <ul style="list-style-type: none"> ❖ Partner with DPSS in facilitating the most legally and socially permanent status for placed children in a timely manner and in accordance with service plan goals. ❖ Identify an FFA liaison to establish and maintain an on-going relationship with the appointed School Foster Care Youth Liaison(s) and Local Education Agency (LEA) for all children placed with the agency in accordance with Assembly Bill 490, Chapter 862 of Statutes of 2003. 		<p>Education Plan (IEP), where applicable and/or special educational services provided;</p> <ul style="list-style-type: none"> • Immunization records, including current TB test • Medication Declarations; • Any other relevant medical, psychological, and educational records; • Clothing allowance inventory and receipts; • Child's allowance and signed receipts; • Quarterly progress reports; • Special Incident reports (S.I.R.s); • Child's accomplishments and milestones; • Life Book <ul style="list-style-type: none"> ❖ Complete clothing and personal property inventory for <u>each placed child on a quarterly basis</u>. Verify for fit, condition, need for replenishment, and repair. <ul style="list-style-type: none"> • No used underwear or shoes are allowed. • No community hygiene supplies are allowed. 	

FOSTER FAMILY AGENCY CONTRACTOR RESPONSIBILITIES – CLIENT SERVICES

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General Services	Case Management	Medical/Dental/Psychological Services	Educational Services	Independent Living Program Services
<ul style="list-style-type: none"> ❖ All reasonable efforts including family or team meetings shall be made to stabilize a child's placement and to determine with the CSSW whether any additional services may be provided to the child without resorting to removing the child from their current placement. ❖ Participate in concurrent/permanency planning meetings. ❖ Facilitate visits with parents and/or siblings of the children placed with the agency as directed by the CSSW. ❖ Family visits and telephone calls shall not be used as disciplinary tools. ❖ Keep Dependent Children separate from Wards. ❖ Take a photo of each child every 6 months (semi-annually), and maintain the photo in child's case file. A copy of the photo should be attached to the corresponding written plan identifying the specific needs and services of the child. ❖ Assist in facilitating receipt of services by ensuring transportation to children in placement to and from school, court, educational, medical, dental, therapeutic, job training, employment, extracurricular, recreational, family visitation, adoption-related, teen clubs, and ILP related activities 	<ul style="list-style-type: none"> ❖ The Contractor's staff shall know the whereabouts of each child placed with the agency at all times and be able to identify who is responsible for supervision. ❖ In the event of an emergency, which is defined as any situation that threatens the health and safety of placed children or others in the facility, the Contractor is to make immediate person-to-person contact with the CSSW, CSSW's Supervisor, or DPSS Placement at 951-358-5650 during business hours. After business hours, the Contractor is to contact the hotline at 1-800-442-4918. ❖ Assist DPSS with family reunification efforts by: <ul style="list-style-type: none"> • Placing the child in a home in his/her own neighborhood to the extent possible and in the child's best interest; • Facilitating visits of placed children with the family consistent with the written plan identifying the specific needs and services of the child; • Offering and/or supporting other reunification services such as family counseling. ❖ Submit a written discharge request at least 7 days prior to discharge to the child's CSSW and the CSSW's Supervisor unless it is agreed upon at the team meeting that less notice is necessary due to an immediate threat to the health or safety of the child or 	<ul style="list-style-type: none"> ❖ The FFA shall facilitate services ensuring that children's physical and mental health needs are met. ❖ Coordinate and ensure that routine physical, dental, and vision exams, any needed medical, dental and/or vision care, psychological, psychiatric, and therapy services are made available and provided to each child while they are placed with the agency as stipulated within CCR. ❖ This information shall be reported in the Quarterly Progress Report that is provided to the CSSW. The original documentation must be placed in the child's file. ❖ Medication Declarations shall be updated every six months and shall be maintained in each child's case file. ❖ Ensure that all children will be in compliance with the Center for Disease Control's recommended age appropriate immunization status, in accordance with Juvenile Court orders and/or parental authorization. ❖ Provide accommodations for special health care needs, if program is accepting children with special needs. ❖ Follow explicitly and support doctor's orders for psychiatric and other medications. 	<ul style="list-style-type: none"> ❖ The FFA shall facilitate services to best prepare school-aged children to attain appropriate educational achievement. ❖ Enroll all children in school immediately upon placement. The provider shall contact CSSW immediately (within 3 days upon placement) if problems arise preventing compliance with the enrollment timeline. ❖ Appoint an agency liaison to attend conferences and meetings concerning child's educational program and placement. ❖ Designate staff to collaborate with Local Education Agency (LEA) Liaison and court appointed responsible adult for each child. ❖ Ensure that 100% of children will have a plan for their educational and career goals, including, if applicable, accomplishing their Individualized Education Plan (IEP). ❖ Encourage children to maintain or improve their daily school 	<ul style="list-style-type: none"> ❖ To achieve the goal of preserving the well-being of children, the FFA shall facilitate services to best prepare them for independent living upon discharge from CSD. ❖ If the Contractor has children age 16 and older placed with the agency, the Contractor shall provide or make arrangements for the provision of the ILP services as part of their program milieu. ❖ Participate in the Ansell Casey Life Skills Assessment (ACLSA) of the youth prior to the development of the initial Transition Independent Living Plan (TILP). ❖ Participate in the development, implementation, and monitoring of a Transitional Independent Living Plan. ❖ The participation in any ILP activity shall not be denied as a disciplinary measure or tool. ❖ Offer the opportunity to learn basic living skills, and

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General Services	Case Management	Medical/Dental/Psychological Services	Educational Services	Independent Living Program Services
<p>and appointments in accordance with the written plan identifying the specific needs and services of the child.</p> <ul style="list-style-type: none"> ❖ Children shall be transported in properly insured vehicles in safe operating condition, by a driver complying with all applicable federal and state laws and regulations. ❖ Conduct initial and continual assessment of the needs of children in care and the effectiveness of services provided in achieving service plan goals. ❖ Obtain all necessary approvals from CCL and others for the child to continue receiving services past age seventeen. ❖ Requests for approval shall include: <ul style="list-style-type: none"> • A letter of support from the CSSW; • Verification that the child is still a dependent of the court (i.e., minute orders); and • An emancipation plan from the CSSW. ❖ Treatment services shall be structured to help the child overcome their problems and achieve the goals specified in the written plan identifying the specific needs and services of the child. ❖ Under no circumstances shall the total number of children receiving room and board exceed the number for which the Contractor is licensed. 	<p>others.</p> <ul style="list-style-type: none"> ❖ The Contractor may move a placed child to another foster family home <u>only after receiving prior authorization from DPSS Placement Staff or Placement Supervisor.</u> ❖ Unless there is an immediate safety issue, the FFA-SW or FFA Administrator must contact assigned CSSW to arrange for a team meeting to discuss request for a placement change. ❖ Contractor shall document and place in the child's case file the reason for the move, the date and name of the CSSW, as well as the Placement Staff and Placement Supervisor who approved the move. <p>Participate in a family and/or team decision making approach to treatment services.</p> <ul style="list-style-type: none"> ❖ In the event a child is removed from placement, the Contractor shall ensure that the child's clothing, personal belongings (including any medications, if applicable), and money accompany the child to the next placement. ❖ In the event a child becomes AWOL, the Contractor shall send all of the child's belongings to the CSSW in a container or tote bag (plastic bags are unacceptable). ❖ Each container should be labeled with the following information: Child's Name, DOB, SSN, Case Number, CSSW, Name of FFA, last day present prior to AWOL and listing of contents. If an AWOL child has no 	<ul style="list-style-type: none"> ❖ Ensure that all children receive therapy in accordance with the written plan identifying the specific needs and services of the child until successfully discharged or the goals of the Plan are met. ❖ Therapy services may resume at any time if an issue arises. ❖ Notify the DPSS CSSW if therapy will be terminated. ❖ Any change to the written plan identifying the specific needs and services of the child must be accomplished through a team meeting, and must include the DPSS CSSW as part of that team. ❖ If the County has identified the child's permanent family in the written plan identifying the specific needs and services of the child, the Contractor shall ensure that therapy services, as identified in the Plan are provided to the permanent family, if they are willing to participate. ❖ If the permanent family is unwilling to participate, this shall be documented in the case file and the CSSW shall be notified. ❖ Provide individual and family therapy as needed. ❖ Ensure that all children who are 	<p>attendance.</p> <ul style="list-style-type: none"> ❖ Oversee the completion of the child's homework through tutors, volunteers, or staff with the necessary skills to assist with homework. ❖ Arrange tutoring services for children who present low educational performance, are performing below grade level, or have an IEP. ❖ Case file should include a description of required tutorial services and who the required services will be provided by. ❖ The Contractor shall include in the Quarterly Progress Report all educational services provided, and the progress the client made during that reporting period. ❖ Make computers available to facilitate the educational process. ❖ If determined to be in the child's best interest, FFA shall ensure transportation to child's school, as directed by DPSS. 	<p>facilitate the child's participation in DPSS' Independent Living Program (ILP) and/or DPSS' ILP Contracted Vendor, including vocational training, work experience, and educational opportunities.</p> <ul style="list-style-type: none"> ❖ Develop a plan to assist the child, beginning at age 16 to establish connections in the community to which he/she will be going to meet his/her therapy, educational, medical, spiritual, cultural, and transportation needs. This plan should specify the type, frequency, by whom provided (position title), and duration of services, and be maintained in client case file. These community connections should be documented in the discharge plan. ❖ Help facilitate independent living skills through hands on training, goal setting, and an environment conducive to learning. ❖ Assist eligible children placed with the agency in establishing and maintaining an ILP approved savings

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General Services	Case Management	Medical/Dental/Psychological Services	Educational Services	Independent Living Program Services
<ul style="list-style-type: none"> ❖ Complete a written recommendation for needed services for each adjudicated child in placement and provide to DPSS within thirty (30) business days after admission to residential and/or treatment care. ❖ Provide services as written in program statement, the written plan identifying the specific needs and services of the child, and any other associated plans for each child and family. ❖ Inform all children of their personal rights as defined by the Foster Care Ombudsman Office and document in each case file. Provide each child with the latest copy of "Foster Youth Rights", which may also be obtained at: http://www.fosteryouthhelp.ca.gov/Rights2.html ❖ Customize and implement a structured environment and program to meet the specific needs of each individual child. ❖ Impart clear expectations and guidelines to the children placed with the agency to encourage their success. ❖ Provide reasonable access to the agency and appropriate private space for the CSSW and/or FFA Social Worker to meet with the children. ❖ Communicate openly and honestly with the CSSW regarding relevant issues pertaining to the child, their activities, and their progress in the program. 	<p>belongings, the Contractor shall provide a written explanation to the CSSW as to why there are no belongings.</p> <ul style="list-style-type: none"> ❖ Help develop and facilitate the completion of the Needs & Services Plan for each child in accordance with the case plan, including a Transitional Independent Living Plan (TILP) for all children age 16 years or older. ❖ The TILP is to be updated every six (6) months, and shall include progress made in each of the identified skill areas. ❖ Confer with the county DPSS CSSW a minimum of once monthly regarding the progress of the child. 	<p>emancipating receive routine physical and dental treatment and/or medications within the three month period prior to Emancipation.</p>		<p>account.</p> <ul style="list-style-type: none"> ❖ Establish an acceptable amount of money that each child may have stored on hand held by the FFA. ❖ Ensure that eligible children placed with the agency receive employment experience on either a paid or volunteer basis as long as such activity does not interfere with school, and adhere to all laws regarding children in the workforce.

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General Services	Case Management	Medical/Dental/Psychological Services	Educational Services	Independent Living Program Services
<ul style="list-style-type: none"> ❖ Mark the achievements and record the milestones for the children placed with the agency. These achievements are to be documented in the child's individual file and Quarterly Progress Reports. ❖ Encourage and facilitate the child's participation in extracurricular activities before, during and after school hours. It is the Contractor's responsibility to ensure the provision of adequate age appropriate activities for all clients. ❖ Allow and facilitate (including transportation if appropriate) the children to be free to attend religious services or activities of their choice and to receive visits from spiritual advisor of their choice. This includes the child's right not to attend religious services of any kind. ❖ Provide each child placed with the agency with an age appropriate weekly allowance as specified in the Contractor's program statement, or in accordance with DPSS' allowance rates as denoted below: <ul style="list-style-type: none"> • Ages 5-7: \$5.00 • Ages 8-11: \$8.00 • Ages 12-13: \$12.00 • Ages 14-Emancipation: \$17.00 ❖ The provision of the minimum allowance shall not be tied to or used as a tool to enforce discipline. The date the child received their allowance and the child's signature (when age appropriate) shall be documented in each 				

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General Services	Case Management	Medical/Dental/Psychological Services	Educational Services	Independent Living Program Services
<p>child's case file or in a log book which documents receipt of allowances.</p> <ul style="list-style-type: none"> ❖ Provide each child placed with the agency with appropriate monthly clothing allowance that is to be no less than the minimum standard quantity of clothing required by DPSS and/or CCL. ❖ Contractor shall forward all documentation (i.e., receipts, clothing tags, or other relevant records) for all clothing purchases for each child to the child's CSSW upon request by DPSS. ❖ At minimum, the clothing inventory for each child shall be <u>signed by the child for whom the clothing was purchased</u>, and maintained in the child's individual client files. An initial clothing inventory shall be due as part of the written plan identifying the specific needs and services of the child to be completed on the first day of placement. ❖ The Contractor shall not require the child to use his/her allowance or earnings to purchase items the Contractor is required to provide in accordance with DPSS' minimum requirements such as: <ul style="list-style-type: none"> • Clothing • Personal Care/Hygiene items • Activities • Diapers, baby clothes, babysitters, etc. for children placed with a minor parent, if Contractor receives infant supplement 				

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General Services	Case Management	Medical/Dental/Psychological Services	Educational Services	Independent Living Program Services
<p>money</p> <ul style="list-style-type: none"> • School Supplies • Meals <p>❖ Ensure that each child is able, as required by law, to make telephone contact with parents, siblings, and/or other caretakers, as specified by the placing CSSW.</p> <p>❖ There shall be no conditions that require the child to incur any of the expenses associated with making such telephone calls, including collect calls from family members, significant adults, and others as authorized by the DPSS CSSW.</p> <p>❖ Reasonable restrictions may be imposed by the Contractor or CSSW on calls and correspondence.</p> <p>Under no circumstances shall contact be used as a disciplinary tool.</p>				

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Policies and Procedures	Quality Assurance	Fiscal Accountability	Record Keeping	Document Submission to DPSS
<ul style="list-style-type: none"> ❖ Comply with State of California, Community Care Licensing Division (CCLD), Title 22, Division 6, Chapters 1 and 8.8 requirements regarding General Licensing and Operational Requirements. Comply with all applicable State licensing standards and any other standards or criteria established by the State to assure quality of services. ❖ Placements are contingent upon the Contractor maintaining license in good standing. ❖ Ensure that policies and procedures adhere to appropriate laws, regulations, program statement, and all County mandates. ❖ Establish policies and procedures that ensure that all requests for information or requests for corrective action issued from Riverside County are handled immediately. ❖ <u>Read Section III. "Hold And/Or Corrective Action Plan" provisions of the agreement to ensure thorough understanding and communicate expectations with FFA staff and certified foster family homes.</u> ❖ The County may place the Contractor on Hold Status and/or Corrective Action Plan when the County reasonably believes, in its sole discretion, that the Contractor has 	<ul style="list-style-type: none"> ❖ Cooperate fully with all State, County, and Federal Government representatives during site visits, inspections, or evaluations of program, records, and procedures. ❖ Maintain all the requirements regarding staffing levels/hours, training, and qualifications as stipulated within CCR, Manual of Policies and Procedures (MPP), and Contractor's Program Statement. ❖ Maintain an organizational structure that ensures the achievement of the services and goals specified in the Contractor's program statement and the terms of this Agreement. ❖ Ensure that children are NOT moved from one Certified Family Home to another within the foster family agency <u>without prior approval from DPSS Placement</u>. All placement moves must be processed and approved by DPSS Placement in order to be considered authorized. ❖ Provide in-service training and education for staff; and require staff to attend and participate in all mandated training and activities necessary to retain the proper licensure/certification to include CPR 	<ul style="list-style-type: none"> ❖ The Contractor shall maintain accurate and complete financial records of all its activities and operations relating to this Contract in accordance with generally accepted accounting principles and which meet the requirements of contract accounting described in CDSS Manual of Policies and Procedures (MPP) 11-402.82. ❖ Maintain a record of each payment received for each placed child upon receipt of payment from Riverside County. ❖ If required by law, Contractors will ensure that an independent fiscal audit is done annually and provide a copy to DPSS Placement. ❖ In the event that an audit of the Contractor is conducted, specifically regarding this Contract by any Federal or State Auditor, or by any auditor employed by the Contractor or otherwise, then the Contractor shall provide a copy of the audit to Riverside County DPSS immediately. 	<ul style="list-style-type: none"> ❖ Implement a record keeping process to ensure that administrative, programmatic, and fiscal documentation is maintained to substantiate related decisions and actions. ❖ Maintain and retain accurate records on each Placed Child as required by California Code of Regulations, Title 22, Division 6, Chapter 1, Section 80070, Chapter 8.8, Section 88070 and 88070.1; and the relevant provisions of this Contract. ❖ Such records shall <u>include</u>, but are not limited to: <ul style="list-style-type: none"> • The Written Plan identifying the specific Needs and Services of the child; • Placement and Termination/Discharge Documents; • A daily record of schedule of care including the correct spelling of youth's name, DOB, date the youth entered the home, and the date of exit from the home; 	<ul style="list-style-type: none"> ❖ Submit a copy of current license(s)/certification(s) to Riverside County Placement upon signing of this agreement. ❖ Provide DPSS with a copy of LIC9185 form "Foster Family Agency Certified Home: Monthly Log of Newly Certified and De-certified Homes" or comparable approved form within 15 days. ❖ Provide DPSS, in writing, with the name, address, and phone number of the person who has primary responsibility for being the liaison between the Contractor and DPSS. In the event that this information changes throughout the term of this Agreement, the Contractor is to provide DPSS with the updated information, in writing, within 72 hours of the occurrence. ❖ Provide documentation of family visits as part of the Quarterly Progress report for the child. ❖ Complete all Incident Reports

FOSTER FAMILY AGENCY CONTRACTOR RESPONSIBILITIES – ADMINISTRATIVE

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Policies and Procedures	Quality Assurance	Fiscal Accountability	Record Keeping	Document Submission to DPSS
<p>engaged in conduct which may jeopardize placed children; there has been a serious event or identified risk involving abuse or neglect; or there has been noncompliance with a significant fiscal/programmatic requirement of the Contract.</p> <ul style="list-style-type: none"> ❖ The County retains the right to temporarily or permanently suspend referrals of children to the Contractor by placing the Contractor on Hold status or Corrective Action Plan at any time during investigations, auditing, or monitoring. ❖ Failure to correct identified deficiencies may result in cessation of any current or future placements with the deficient FFA and/or certified foster family home. In addition, the facility may be removed from Riverside County's approved Foster Family Agency list, resulting in no future placements from Riverside County. ❖ Contractor is expected to respond to Notices of Action, Corrective Action Plans, and requests for information in a timely manner. ❖ The Contractor is to <u>develop, implement, and provide the following policies and procedures to DPSS Placement upon request</u>, including but not limited to: <ul style="list-style-type: none"> • An on-going self-monitoring process for assessing, addressing, and 	<p>and First-Aid and maintain current CPR certifications.</p> <ul style="list-style-type: none"> ❖ Provide in-service training and education for foster parents; and require foster parents to attend and participate in all mandated training and activities necessary to retain the proper licensure/certification. Training shall be in accordance with CCR and Program Statement. DPSS requires Foster Parents to meet their training requirement through classroom-type instruction. Training shall include, but is not limited to: <ul style="list-style-type: none"> • A minimum of 30 hours of pre-placement training using Model Approach to Partnership in Parenting (MAPP), P.R.I.D.E., or equivalent training for each foster parent prior to the placement of children. This will include, but is not limited to the following topics: cultural diversity, discipline techniques, child development, and parenting skills. After the first year, each foster parent shall receive at least 15 hours of training annually. ❖ Staff and certified foster parents shall be trained to perform CPR and First- 	<ul style="list-style-type: none"> ❖ The Contractor shall be liable to repay DPSS for all overpayments to which it is not entitled in accordance with CDSS Manual Eligibility and Assistance Standards (EAS) Chapter 45-300: AFDC-FC Payee, Payment and Delivery. ❖ In the event that the Contractor is non-responsive to demand letters or becomes delinquent in making agreed upon payments, DPSS shall reserve the right to take the necessary actions to recoup the overpayment, including, but not limited to: placing the Contractor on HOLD status, removing the facility from Riverside County's approved Foster Family Agency list, which will result in no future placements from Riverside County; and/or pursuing legal action. 	<ul style="list-style-type: none"> • Medical and Dental Records; • A Record of Court Orders Allowing Psychotropic Medication; • Placed Children's financial records including clothing, allowances, earnings, medical expenses, etc.; • Diagnostic Evaluations and Studies; • Placed Children's interviews; • Special Incident Reports (SIRs); • Social Worker Progress Notes (including treatment, school, extracurricular activities at school or in the Community, etc.); • Notes on Services provided by the various professional and paraprofessional staff (treatment, recreation, child care, etc.) ❖ The records shall be in sufficient detail to permit an evaluation of the services provided. 	<p>and S.I.R.s within 24 hours and submit to CSSW and CCL, ensuring that a certified copy is provided when situations involve a report to Law Enforcement and a hospital Emergency Room.</p> <ul style="list-style-type: none"> ❖ Provide services and fiscal records and reports upon request from authorized representatives of the County of Riverside.

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Policies and Procedures	Quality Assurance	Fiscal Accountability	Record Keeping	Document Submission to DPSS
<p>correcting service delivery concerns;</p> <ul style="list-style-type: none"> • A policy for zero tolerance of children being physically, emotionally and/or sexually abused and/or neglected while under the supervision of the Contractor. • A description of the placement failure prevention services that are in place and how they will be coordinated with CPS Social Worker and Therapist. • A policy on vehicle and equipment safety compliance for certified foster parents, including ensuring that keys to vehicles are in a secure location and inaccessible to children at all times. • Ensure that all staff involved in transporting children possess a valid California driver's license and current vehicle insurance card. • Verification of staff's driving record is an annual requirement. • A plan for addressing client transportation needs. A vehicle in good and safe working condition must be available to transport placed children at all times. 	<p>Aid and maintain current CPR certifications.</p> <ul style="list-style-type: none"> ❖ Riverside County DPSS requires that training be provided to staff through classroom-type instruction. ❖ Attend or send a representative to attend the Association of Foster Family Agency (AFFA) meetings and/or trainings deemed appropriate by the County. ❖ Provide bilingual professional staff or qualified interpreters as needed and as feasible, based on screening process. ❖ Apply the Reasonable and Prudent Parent Standard, meaning the standard characterized by careful and sensible parental decisions that maintain the child's health, safety, and best interest, when determining and selecting childcare options. ❖ If applicable to Contractor's Program Statement, provide personnel for in-person crisis intervention response within 2-hours of request, 24 hours per day, seven days per week. ❖ Ensure that the development, 		<ul style="list-style-type: none"> ❖ All records must be housed at the Contractor's office, kept confidential, and maintained in a locked file with access limited only to select staff who require it for needs and services planning. ❖ Maintain transportation records to verify that staff who transport children placed with the Contractor are in compliance with the following: <ul style="list-style-type: none"> • Maintain a valid driver's license with the Department of Motor Vehicles; and • Insure their vehicles, if used to transport children, are in compliance with the insurance coverage requirements set forth in the Insurance Provisions Section of this Agreement (Paragraph VII.H.). ❖ Maintain logs documenting time and date of entry and exit of each child placed in its care by DPSS, as well as proof of referral from DPSS. ❖ Maintain blank copies of the Initial Placement Checklist (Exhibit H). The Contractor shall provide the Placing CSSW with the checklist upon initial placement of all Riverside 	

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<ul style="list-style-type: none"> • Written policies and procedures on staff recruitment, screening, and background check requirements. • Policies must address the review and approval criteria for exempting criminal history of prospective caregivers. • A training plan to cover how staff will be trained on age appropriate and developmental needs of the children. • A plan for conducting initial, on-going and final inventories of each child's personal possessions and clothing. Policies should specify the frequency of which the on-going inventories will be conducted. • A description of how the children's monies and belongings are handled during placement and at discharge. • A procedure for how after hours placement and response to DPSS emergency requests for placements will be handled. ❖ Establish a written policy for protecting client confidentiality. The confidentiality of all clients shall be maintained at all times except where disclosure is 	<p>implementation, and day-to-day operation of the Contractor's data collection systems clearly demonstrate that the Contractor can correctly produce, and substantiate the validity of any required data.</p> <ul style="list-style-type: none"> ❖ Ensure that all staff, subcontractors, and volunteers that are providing services or who have contact with children placed with the agency possess the required criminal background and child abuse clearances, education, and experience as stipulated within CCR, prior to employment or contact with children. ❖ Ensure that all foster parents and adults living in the home possess the required criminal background and child abuse clearances prior to having any children placed with them. ❖ As needed, make available professional staff to offer crisis prevention, intervention, individual/family therapy, and/or psychiatric evaluations for medication assessments for all place children. If needed, utilize the CAT process and all other available resources, including a court order, to provide 		<p>County Placed Children.</p> <ul style="list-style-type: none"> ❖ Maintain completed originals of the Initial Placement Checklist (Exhibit H) that have been signed by both the Contractor and the Placing CSSW in a binder. Copies of completed checklists shall be submitted to DPSS along with corresponding quarterly progress report. ❖ Maintain individual case files for each child placed with the agency, and provide a copy to each facility that the child is placed with. These records should include, but are not limited to the following: <ul style="list-style-type: none"> • Court Orders; • Placement Agreements; • Needs & Services Plans; • Case Plan; • Visitation Plan • List of Adults authorized to visit child, frequency and dates • Semi-Annual picture of the Child; • Signed Acknowledgement of receipt of "Foster Youth Rights"; • Latest educational transcripts; • Current Individualized 	

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Policies and Procedures	Quality Assurance	Fiscal Accountability	Record Keeping	Document Submission to DPSS
<p>authorized by the State, contract provisions, prearranged agreement with the client, or as required by law or court order.</p> <ul style="list-style-type: none"> ❖ Establish a client grievance policy and procedure that describes the system by which clients of service shall have the opportunity to express and have considered their views, grievance, and complaints regarding the Contractor's delivery of services. 	<p>psychological evaluations for each child in care.</p> <ul style="list-style-type: none"> ❖ Partner with DPSS in facilitating the most legally and socially permanent status for placed children in a timely manner and in accordance with service plan goals. ❖ Identify an FFA liaison to establish and maintain an on-going relationship with the appointed School Foster Care Youth Liaison(s) and Local Education Agency (LEA) for all children placed with the agency in accordance with Assembly Bill 490, Chapter 862 of Statutes of 2003. 		<p>Education Plan (IEP), where applicable and/or special educational services provided;</p> <ul style="list-style-type: none"> • Immunization records, including current TB test • Medication Declarations; • Any other relevant medical, psychological, and educational records; • Clothing allowance inventory and receipts; • Child's allowance and signed receipts; • Quarterly progress reports; • Special Incident reports (S.I.R.s); • Child's accomplishments and milestones; • Life Book <ul style="list-style-type: none"> ❖ Complete clothing and personal property inventory for <u>each placed child on a quarterly basis</u>. Verify for fit, condition, need for replenishment, and repair. <ul style="list-style-type: none"> • No used underwear or shoes are allowed. • No community hygiene supplies are allowed. 	

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General Services	Case Management	Medical/Dental/Psychological Services	Educational Services	Independent Living Program Services
<ul style="list-style-type: none"> ❖ All reasonable efforts including family or team meetings shall be made to stabilize a child's placement and to determine with the CSSW whether any additional services may be provided to the child without resorting to removing the child from their current placement. ❖ Participate in concurrent/permanency planning meetings. ❖ Facilitate visits with parents and/or siblings of the children placed with the agency as directed by the CSSW. ❖ Family visits and telephone calls shall not be used as disciplinary tools. ❖ Keep Dependent Children separate from Wards. ❖ Take a photo of each child every 6 months (semi-annually), and maintain the photo in child's case file. A copy of the photo should be attached to the corresponding written plan identifying the specific needs and services of the child. ❖ Assist in facilitating receipt of services by ensuring transportation to children in placement to and from school, court, educational, medical, dental, therapeutic, job training, employment, extracurricular, recreational, family visitation, adoption-related, teen clubs, and ILP related activities 	<ul style="list-style-type: none"> ❖ The Contractor's staff shall know the whereabouts of each child placed with the agency at all times and be able to identify who is responsible for supervision. ❖ In the event of an emergency, which is defined as any situation that threatens the health and safety of placed children or others in the facility, the Contractor is to make immediate person-to-person contact with the CSSW, CSSW's Supervisor, or DPSS Placement at 951-358-5650 during business hours. After business hours, the Contractor is to contact the hotline at 1-800-442-4918. ❖ Assist DPSS with family reunification efforts by: <ul style="list-style-type: none"> • Placing the child in a home in his/her own neighborhood to the extent possible and in the child's best interest; • Facilitating visits of placed children with the family consistent with the written plan identifying the specific needs and services of the child; • Offering and/or supporting other reunification services such as family counseling. ❖ Submit a written discharge request at least 7 days prior to discharge to the child's CSSW and the CSSW's Supervisor unless it is agreed upon at the team meeting that less notice is necessary due to an immediate threat to the health or safety of the child or 	<ul style="list-style-type: none"> ❖ The FFA shall facilitate services ensuring that children's physical and mental health needs are met. ❖ Coordinate and ensure that routine physical, dental, and vision exams, any needed medical, dental and/or vision care, psychological, psychiatric, and therapy services are made available and provided to each child while they are placed with the agency as stipulated within CCR. ❖ This information shall be reported in the Quarterly Progress Report that is provided to the CSSW. The original documentation must be placed in the child's file. ❖ Medication Declarations shall be updated every six months and shall be maintained in each child's case file. ❖ Ensure that all children will be in compliance with the Center for Disease Control's recommended age appropriate immunization status, in accordance with Juvenile Court orders and/or parental authorization. ❖ Provide accommodations for special health care needs, if program is accepting children with special needs. ❖ Follow explicitly and support doctor's orders for psychiatric and other medications. 	<ul style="list-style-type: none"> ❖ The FFA shall facilitate services to best prepare school-aged children to attain appropriate educational achievement. ❖ Enroll all children in school immediately upon placement. The provider shall contact CSSW immediately (within 3 days upon placement) if problems arise preventing compliance with the enrollment timeline. ❖ Appoint an agency liaison to attend conferences and meetings concerning child's educational program and placement. ❖ Designate staff to collaborate with Local Education Agency (LEA) Liaison and court appointed responsible adult for each child. ❖ Ensure that 100% of children will have a plan for their educational and career goals, including, if applicable, accomplishing their Individualized Education Plan (IEP). ❖ Encourage children to maintain or improve their daily school 	<ul style="list-style-type: none"> ❖ To achieve the goal of preserving the well-being of children, the FFA shall facilitate services to best prepare them for independent living upon discharge from CSD. ❖ If the Contractor has children age 16 and older placed with the agency, the Contractor shall provide or make arrangements for the provision of the ILP services as part of their program milieu. ❖ Participate in the Ansell Casey Life Skills Assessment (ACLSA) of the youth prior to the development of the initial Transition Independent Living Plan (TILP). ❖ Participate in the development, implementation, and monitoring of a Transitional Independent Living Plan. ❖ The participation in any ILP activity shall not be denied as a disciplinary measure or tool. ❖ Offer the opportunity to learn basic living skills, and

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General Services	Case Management	Medical/Dental/Psychological Services	Educational Services	Independent Living Program Services
<p>and appointments in accordance with the written plan identifying the specific needs and services of the child.</p> <ul style="list-style-type: none"> ❖ Children shall be transported in properly insured vehicles in safe operating condition, by a driver complying with all applicable federal and state laws and regulations. ❖ Conduct initial and continual assessment of the needs of children in care and the effectiveness of services provided in achieving service plan goals. ❖ Obtain all necessary approvals from CCL and others for the child to continue receiving services past age seventeen. ❖ Requests for approval shall include: <ul style="list-style-type: none"> • A letter of support from the CSSW; • Verification that the child is still a dependent of the court (i.e., minute orders); and • An emancipation plan from the CSSW. ❖ Treatment services shall be structured to help the child overcome their problems and achieve the goals specified in the written plan identifying the specific needs and services of the child. ❖ Under no circumstances shall the total number of children receiving room and board exceed the number for which the Contractor is licensed. 	<p>others.</p> <ul style="list-style-type: none"> ❖ The Contractor may move a placed child to another foster family home <u>only after receiving prior authorization from DPSS Placement Staff or Placement Supervisor.</u> ❖ Unless there is an immediate safety issue, the FFA-SW or FFA Administrator must contact assigned CSSW to arrange for a team meeting to discuss request for a placement change. ❖ Contractor shall document and place in the child's case file the reason for the move, the date and name of the CSSW, as well as the Placement Staff and Placement Supervisor who approved the move. <p>Participate in a family and/or team decision making approach to treatment services.</p> <ul style="list-style-type: none"> ❖ In the event a child is removed from placement, the Contractor shall ensure that the child's clothing, personal belongings (including any medications, if applicable), and money accompany the child to the next placement. ❖ In the event a child becomes AWOL, the Contractor shall send all of the child's belongings to the CSSW in a container or tote bag (plastic bags are unacceptable). ❖ Each container should be labeled with the following information: Child's Name, DOB, SSN, Case Number, CSSW, Name of FFA, last day present prior to AWOL and listing of contents. If an AWOL child has no 	<ul style="list-style-type: none"> ❖ Ensure that all children receive therapy in accordance with the written plan identifying the specific needs and services of the child until successfully discharged or the goals of the Plan are met. ❖ Therapy services may resume at any time if an issue arises. ❖ Notify the DPSS CSSW if therapy will be terminated. ❖ Any change to the written plan identifying the specific needs and services of the child must be accomplished through a team meeting, and must include the DPSS CSSW as part of that team. ❖ If the County has identified the child's permanent family in the written plan identifying the specific needs and services of the child, the Contractor shall ensure that therapy services, as identified in the Plan are provided to the permanent family, if they are willing to participate. ❖ If the permanent family is unwilling to participate, this shall be documented in the case file and the CSSW shall be notified. ❖ Provide individual and family therapy as needed. ❖ Ensure that all children who are 	<p>attendance.</p> <ul style="list-style-type: none"> ❖ Oversee the completion of the child's homework through tutors, volunteers, or staff with the necessary skills to assist with homework. ❖ Arrange tutoring services for children who present low educational performance, are performing below grade level, or have an IEP. ❖ Case file should include a description of required tutorial services and who the required services will be provided by. ❖ The Contractor shall include in the Quarterly Progress Report all educational services provided, and the progress the client made during that reporting period. ❖ Make computers available to facilitate the educational process. ❖ If determined to be in the child's best interest, FFA shall ensure transportation to child's school, as directed by DPSS. 	<p>facilitate the child's participation in DPSS' Independent Living Program (ILP) and/or DPSS' ILP Contracted Vendor, including vocational training, work experience, and educational opportunities.</p> <ul style="list-style-type: none"> ❖ Develop a plan to assist the child, beginning at age 16 to establish connections in the community to which he/she will be going to meet his/her therapy, educational, medical, spiritual, cultural, and transportation needs. This plan should specify the type, frequency, by whom provided (position title), and duration of services, and be maintained in client case file. These community connections should be documented in the discharge plan. ❖ Help facilitate independent living skills through hands on training, goal setting, and an environment conducive to learning. ❖ Assist eligible children placed with the agency in establishing and maintaining an ILP approved savings

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General Services	Case Management	Medical/Dental/Psychological Services	Educational Services	Independent Living Program Services
<ul style="list-style-type: none"> ❖ Complete a written recommendation for needed services for each adjudicated child in placement and provide to DPSS within thirty (30) business days after admission to residential and/or treatment care. ❖ Provide services as written in program statement, the written plan identifying the specific needs and services of the child, and any other associated plans for each child and family. ❖ Inform all children of their personal rights as defined by the Foster Care Ombudsman Office and document in each case file. Provide each child with the latest copy of "Foster Youth Rights", which may also be obtained at: http://www.fosteryouthhelp.ca.gov/Rights2.html ❖ Customize and implement a structured environment and program to meet the specific needs of each individual child. ❖ Impart clear expectations and guidelines to the children placed with the agency to encourage their success. ❖ Provide reasonable access to the agency and appropriate private space for the CSSW and/or FFA Social Worker to meet with the children. ❖ Communicate openly and honestly with the CSSW regarding relevant issues pertaining to the child, their activities, and their progress in the program. 	<p>belongings, the Contractor shall provide a written explanation to the CSSW as to why there are no belongings.</p> <ul style="list-style-type: none"> ❖ Help develop and facilitate the completion of the Needs & Services Plan for each child in accordance with the case plan, including a Transitional Independent Living Plan (TILP) for all children age 16 years or older. ❖ The TILP is to be updated every six (6) months, and shall include progress made in each of the identified skill areas. ❖ Confer with the county DPSS CSSW a minimum of once monthly regarding the progress of the child. 	<p>emancipating receive routine physical and dental treatment and/or medications within the three month period prior to Emancipation.</p>		<p>account.</p> <ul style="list-style-type: none"> ❖ Establish an acceptable amount of money that each child may have stored on hand held by the FFA. ❖ Ensure that eligible children placed with the agency receive employment experience on either a paid or volunteer basis as long as such activity does not interfere with school, and adhere to all laws regarding children in the workforce.

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<ul style="list-style-type: none"> ❖ Mark the achievements and record the milestones for the children placed with the agency. These achievements are to be documented in the child's individual file and Quarterly Progress Reports. ❖ Encourage and facilitate the child's participation in extracurricular activities before, during and after school hours. It is the Contractor's responsibility to ensure the provision of adequate age appropriate activities for all clients. ❖ Allow and facilitate (including transportation if appropriate) the children to be free to attend religious services or activities of their choice and to receive visits from spiritual advisor of their choice. This includes the child's right not to attend religious services of any kind. ❖ Provide each child placed with the agency with an age appropriate weekly allowance as specified in the Contractor's program statement, or in accordance with DPSS' allowance rates as denoted below: <ul style="list-style-type: none"> • Ages 5-7: \$5.00 • Ages 8-11: \$8.00 • Ages 12-13: \$12.00 • Ages 14-Emancipation: \$17.00 ❖ The provision of the minimum allowance shall not be tied to or used as a tool to enforce discipline. The date the child received their allowance and the child's signature (when age appropriate) shall be documented in each 				

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<p>child's case file or in a log book which documents receipt of allowances.</p> <ul style="list-style-type: none"> ❖ Provide each child placed with the agency with appropriate monthly clothing allowance that is to be no less than the minimum standard quantity of clothing required by DPSS and/or CCL. ❖ Contractor shall forward all documentation (i.e., receipts, clothing tags, or other relevant records) for all clothing purchases for each child to the child's CSSW upon request by DPSS. ❖ At minimum, the clothing inventory for each child shall be <u>signed by the child for whom the clothing was purchased</u>, and maintained in the child's individual client files. An initial clothing inventory shall be due as part of the written plan identifying the specific needs and services of the child to be completed on the first day of placement. ❖ The Contractor shall not require the child to use his/her allowance or earnings to purchase items the Contractor is required to provide in accordance with DPSS' minimum requirements such as: <ul style="list-style-type: none"> • Clothing • Personal Care/Hygiene items • Activities • Diapers, baby clothes, babysitters, etc. for children placed with a minor parent, if Contractor receives infant supplement 				

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The FFA is expected to provide and/or certify that all foster family homes that are certified by the FFA provide the following client services in accordance with California Code of Regulations, Title 22, Division 6, Chapters 1 and 8.8 under the authority of the State of California, Department of Social Services, Community Care Licensing Division.

General Services	Case Management	Medical/Dental/Psychological Services	Educational Services	Independent Living Program Services
<p>money</p> <ul style="list-style-type: none"> • School Supplies • Meals <p>❖ Ensure that each child is able, as required by law, to make telephone contact with parents, siblings, and/or other caretakers, as specified by the placing CSSW.</p> <p>❖ There shall be no conditions that require the child to incur any of the expenses associated with making such telephone calls, including collect calls from family members, significant adults, and others as authorized by the DPSS CSSW.</p> <p>❖ Reasonable restrictions may be imposed by the Contractor or CSSW on calls and correspondence.</p> <p>Under no circumstances shall contact be used as a disciplinary tool.</p>				

RIVERSIDE COUNTY FACILITY QUARTERLY PROGRESS REPORT FORMAT

One Report Per Child Per Quarter is Required. Reports and questions should be addressed to the DPSS Case Carrying Social Worker no later than 15 days following the end of each quarter. Each report must contain each of the following data elements.

I. IDENTIFYING INFORMATION

- A. Facility name, address, phone number, writer of report, relationship of writer of report to child, and the reporting period.
- B. Child's name, DOB, sex, age, RCL/Rate level, placement start date, placement end date (if applicable), total # of days in placement for the quarter, and placement worker.

II. CURRENT ASSESSMENT OF CHILD'S FUNCTIONING/WELL-BEING (STRENGTHS AND NEEDS)

- A. Relationships with peers and staff;
- B. Relationships with parents, siblings, relatives (discuss frequency of and quality of interaction, contacts, and identify any resulting problems/issues);
- C. Age related physical/psycho-social development;
- D. Progress in school (name of school child is attending; enrollment dates; identify grade level; if applicable, specify number of high school credits; behavior issues);
- E. Medical/dental (including treatment information as to type, provider, dates, medications, etc.);
- F. If applicable, readiness for independent living (for children 16-18 evaluate child's abilities and needs for a successful transition); and
- G. Mental health status/functioning (include psychiatric provider and medications – attach declaration form).

III. SERVICE PROVISIONS DURING REPORTING PERIOD

- A. Counseling (identify treatment goals and objectives, individual, group, and family treatment, frequency of provisions, and assessment of progress);
- B. Special events/recreations/outings/etc.; and
- C. Evaluations/consults/testing/training/programs (include off site and on site work assignments; specify if child is paid and amount);
 - 1. Psychiatric, psychological, educational evaluations, I.E.P.
 - 2. Vocational training and/or job training
 - 3. Participation in Narcotics Anonymous, Alcoholics Anonymous, and Independent Living Programs.

IV. APPROPRIATENESS OF PLACEMENT

- A. Child's needs and ability of facility to provide for them;
- B. Appropriateness of level of care; and
- C. Readiness for less restrictive placement (Assess if and when child may transition and under what circumstances).

V. RECOMMENDATIONS TO THE PLACEMENT WORKER

- A. Services planned for next quarter;
- B. Changes in visitation plan;
- C. Changes in court ordered service plan;
- D. Changes in psychotropic medication; and
- E. Changes in placement.

CONFIDENTIALITY AGREEMENT

CONTRACTOR/CONSULTANT shall maintain the confidentiality of any and all information and records accessed or processed in accordance with the terms and intent of this Agreement, including protection of names and other identifying information from unauthorized disclosure. CONTRACTOR/CONSULTANT shall comply with all other statutory laws and regulations relating to privacy and confidentiality. **COUNTY requires CONTRACTOR/CONSULTANT’S officers, employees, and subcontractors providing services hereunder to execute an Employment Acknowledgement and Confidentiality Agreement prior to commencing work under this Agreement.**

CONTRACTOR/CONSULTANT EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME:

CONTRACT NUMBER:

Oath of Confidentiality

Each party shall ensure that case record information is kept confidential when it identifies an individual by name, address, or other information. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.

The parties to this Agreement shall keep all information that is exchanged between them in the strictest confidence, in accordance with Section 10850 of the Welfare and Institutions Code. All records and information concerning any and all persons referred to the Contractor shall be considered and kept confidential by the Contractor, its staff, agents, employees, subcontractors, and volunteers. The Contractor, shall require all persons who may provide services under this agreement with the County of Riverside before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics of information with respect to any and all participants referred to the Contractor by Riverside County

The foregoing obligations shall not apply to any information that (1) is at the time of disclosure, or thereafter becomes, part of the public domain through a source other than the receiving party, (2) is subsequently learned from a third party that does not impose an obligation of confidentiality on the receiving party, (3) was known to the receiving party at the time of disclosure, (4) is generated independently by the receiving party, or (5) is required to be disclosed by law, subpoena or other process.

The confidentiality of Juvenile Court records is established under section 827 and 828 of the Welfare and Institutions Code, California Rules of Court, Rule 5.552 and case law. The Juvenile Court has exclusive jurisdiction over juvenile records and information. It has the responsibility to protect the interests of children and their families in the confidentiality of any records and information concerning children involved in the justice system. The Juvenile Court is responsible for providing a reasonable method for release of these records and information in appropriate circumstances.

No person will publish, disclose, use, permit, or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this Agreement. The Contractor will inform all persons directly or indirectly involved in the administration of services provided under this Agreement and that any person deliberately violating these provisions is guilty of a misdemeanor. **The Contractor shall require each employee to thoroughly read Exhibit D – Confidentiality Statement and sign to acknowledge receipt and understanding.**

The parties agree to the terms and conditions set forth and referenced herein as Exhibit D, Confidentiality Statement.

Print Name of Contractor and/or Employee: _____

Contractor and/or Employee Signature: _____ **Date:** _____

2. OBLIGATIONS OF CONTRACTOR

A. Permitted Uses and Disclosures of Protected Health Information

- i. Use and Disclose Protected Health Information as necessary to perform the Scope of Services contained within the contract.
- ii. Disclose Protected Health Information to COUNTY upon request.
- iii. Use Protected Health Information and Disclose Protected Health Information if disclosure is required by Law and necessary for the proper management and administration of its business or carry out its legal responsibilities.

CONTRACTOR shall not Use or Disclose Protected Health Information for any other purpose.

B. Adequate Safeguards for Protected Health Information

CONTRACTOR warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Contract. CONTRACTOR agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

C. Reporting Non-Permitted Use or Disclosure

CONTRACTOR shall report to COUNTY each Use or Disclosure that is made by CONTRACTOR, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Contract. The initial report shall be made by telephone call to the appropriate Department, within forty-eight (48) hours from the time the CONTRACTOR first becomes aware of the non-permitted Use or Disclosure.

D. Mitigation of Harmful Effect

CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a Use or Disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Contract.

E. Availability of Internal Practices, Books and Records to Government Agencies

CONTRACTOR agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining COUNTY's compliance with the Privacy Regulations. CONTRACTOR shall immediately notify COUNTY of any requests made by the Secretary and provide COUNTY with copies of any documents produced in response to such request.

F. Access to Protected Health Information

CONTRACTOR shall, to the extent COUNTY determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by COUNTY available to the Individual(s) identified by COUNTY as being entitled to access and copy that Protected Health Information. CONTRACTOR shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from COUNTY. CONTRACTOR shall provide copies of that Protected Health Information within five (5) days after receipt of request from COUNTY.

G. Amendment of Protected Health Information

CONTRACTOR shall, to the extent the COUNTY determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by COUNTY. CONTRACTOR shall make such amendment within sixty (60) days after receipt of request from COUNTY in order for COUNTY to meet the requirements under 45 C.F.R. § 164.526.

H. Accounting of Disclosures

Upon COUNTY's request, CONTRACTOR shall provide to COUNTY an accounting of each Disclosure of Protected Health Information made by CONTRACTOR or its employees, agents, representatives or subcontractors. However, CONTRACTOR is not required to provide an accounting of Disclosures that are necessary to perform the Services if such Disclosures are for either payment or health care operations purposes, or both. Any accounting provided by CONTRACTOR under this sub-section shall include: 1) the date of the Disclosure; 2) the name, and address if known, of the entity or person who received the Protected Health Information; 3) a brief description of the Protected Health Information disclosed; and 4) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this sub-section, the CONTRACTOR shall document the information specified above, and shall securely maintain the information for six (6) years from the date of the Disclosure. CONTRACTOR shall provide to COUNTY, within thirty (30) days after receipt of request from COUNTY, information collected in accordance with this sub-section to permit the COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

3. OBLIGATION OF THE COUNTY

- A. The COUNTY OF RIVERSIDE shall notify CONTRACTOR of any current or future restrictions or limitations on the use of Protected Health Information that would affect CONTRACTOR's performance of the Services, and CONTRACTOR shall thereafter restrict or limit its own uses and disclosures accordingly.
- B. The COUNTY shall obtain any authorizations necessary for the use or disclosure of Protected Health Information, so the CONTRACTOR can perform its obligations under this agreement.
- C. The COUNTY agrees that it will make its best efforts to promptly notify CONTRACTOR in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect CONTRACTOR's use of disclosure of Protected Health Information.
- D. COUNTY shall not request the CONTRACTOR to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule, except as may be expressly permitted by the Privacy Rule.

4. TERMS AND TERMINATION

- A. In addition to and notwithstanding the termination provisions set forth in this Contract, the COUNTY may terminate this agreement, effective immediately, without cause, if the COUNTY, in its sole discretion, determines that the CONTRACTOR has breached a material provision of the agreement. Alternatively, COUNTY may choose to provide CONTRACTOR with notice of the existence of an alleged material breach and afford CONTRACTOR with an opportunity to cure the alleged material breach. In the event the CONTRACTOR fails to cure the breach to the satisfaction of the COUNTY in a timely manner, the COUNTY reserves the right to immediately terminate the agreement.
- B. Upon termination for any reason or expiration of this Contract, CONTRACTOR shall return or destroy all Protected Health Information received from COUNTY, or created or received by CONTRACTOR on behalf of COUNTY. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of CONTRACTOR. CONTRACTOR shall retain no copies of the Protected Health Information.
- C. In the event that CONTRACTOR determines that returning or destroying the Protected Health Information is infeasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make it infeasible. If return or destruction is infeasible, CONTRACTOR shall extend the protections of this Contract to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as CONTRACTOR maintains such Protected Health Information.

CONTRACTOR'S OBLIGATIONS UNDER HIPAA

Under this Contract, the CONTRACTOR provides services to the COUNTY of RIVERSIDE and CONTRACTOR receives, has access to, and/or creates Protected Health Information, as defined below, in order to provide those services. COUNTY is subject to the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated under HIPAA, including the "Standards for Privacy of Individually Identifiable Health Information" which are located in Title 45 of the Code of Federal Regulations, Parts 160 and 164 ("Privacy Regulations"). The Privacy Regulations mandate certain protections for the privacy and security of Protected Health Information. The Privacy Regulations also require COUNTY to enter into an agreement with CONTRACTOR in order to obtain satisfactory assurance from CONTRACTOR that CONTRACTOR will appropriately safeguard the Protected Health Information. Disclosure to or use of Protected Health Information by CONTRACTOR is prohibited if such an agreement is not in place. Therefore, the parties do hereby agree to the terms and conditions set forth and referenced herein as Exhibit E, Contractor's Obligations under HIPAA.

CONTRACTOR NAME:

CONTRACT NUMBER:

1. DEFINITIONS

"Disclose or Disclosure" means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside CONTRACTOR's internal operations, or to other than its employees.

"Individual" means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

"Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by CONTRACTOR from or on behalf of COUNTY. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by CONTRACTOR from or on behalf of COUNTY, or is created by CONTRACTOR, or is made accessible to CONTRACTOR by COUNTY.

"Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

"Services" has the same meaning as in this Contract.

"Use or Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within CONTRACTOR'S internal operations.

Terms used, but not otherwise defined, in this Contract shall have the same meaning as those terms in the Privacy Regulations.

PLACEMENT AGENCY - FOSTER FAMILY AGENCY AGREEMENT CHILD PLACED BY AGENCY IN FOSTER FAMILY AGENCY

NAME OF CHILD	FFA NAME
BIRTH DATE OF CHILD	DATE PLACED WITH FFA
CASE NUMBER	DATE FIRST ENTERED FOSTER CARE

The Placement Agency will pay \$ _____ per month in return for the above named child's care and supervision as defined in Welfare and Institutions Code 11460 and other applicable law and regulations. First payment to be made within 45 days after placement with subsequent payments to be made monthly.

PLACEMENT AGENCY AGREES TO	FOSTER FAMILY AGENCY AGREES TO
<ol style="list-style-type: none"> 1. Provide the Foster Family Agency (FFA) with knowledge of the background and needs of this child. This shall include but not be limited to the social work assessment, medical reports, educational assessments, psychiatric/psychological evaluations and identification of special needs. This shall be made available to the FFA within 14 days from date of placement. 2. Inform the FFA, before placement, of this child's behaviors and proclivities that might be harmful to others (including pets) in the home, school or neighborhood. 3. Work with the FFA in the development and progress of a needs and services plan. The county placing agency will notify and invite the FFA to participate in any child and family team meetings to discuss the child's needs and services plan. 4. Work with FFA staff toward successful completion of the child's needs and services plan, a positive placement outcome and timely permanency for the child. Provide the FFA a JV 220A, Prescribing Physician's Statement, if applicable, and subsequent renewals. 5. Work together with the FFA to develop and maintain positive relationships with the child's parents (or guardians) and other family members, and cooperate with the reunification process, e.g. provide written information regarding a child's medical and transportation needs. 6. Maintain contact with the child monthly or as specified in the child's approved case plan. 7. Continue paying for the child's care as long as the child remains in placement or in the absence of the child the placing agency asks the FFA to retain an open placement. 8. Provide a MediCal card or other medical coverage and a Medical Consent form signed by the child's parents, legal guardian or court at the time of placement. 9. Inform the FFA of its clothing allowance policy and provide the funding consistent with those policies or any revised policies. 10. Pay for medical costs incurred prior to the establishment of Medi-Cal eligibility. 11. Verify and remit/reconcile any underpayments within 45 days of FFA notification of such underpayments. 12. Notify the FFA within 12 months of suspected overpayments, in accordance with applicable laws and regulations. 13. Provide a contact telephone number for emergencies and after business hours: Emergency # _____ 	<ol style="list-style-type: none"> 1. Provide this child with foster parent(s) who have been certified to care for the child's needs in accordance with applicable laws and regulations. 2. Conform to applicable Title 22, Division 6 regulations and all laws governing foster care. 3. Notify the placing agency within 24 hours (unless there is a separate written agreement with the placing agency) by phone followed in writing of significant changes in the child's health, behavior or location as well as significant issues including suspected physical or psychological abuse, death, injury, unusual incidents, absence of a child, placement issues and school non-attendance and all items listed under Section 80061 of Title 22, Division 6. 4. Work together with the placing agency to encourage the maintenance of the familial-child relationship and include the child's family members, as indicated in the needs and services plan, in treatment planning and/or child and family teams whenever possible and cooperate with the reunification process. 5. Use constructive alternative methods of discipline; not use corporal punishment; deprivation of meals, monetary allowances, visits from parents, or home visits; threat of removal or any degrading or humiliating punishment. 6. Respect and keep confidential information given about this child and his/her family. 7. Work with the placing agency to develop and submit to them a needs and services plan that develops an understanding of the responsibilities, objectives and requirements of the agency in regard to the care of this child, including the information listed on the reverse side of this form, within 30 days of placement of the child. The needs and services plan shall be updated at least every six months. 8. Written progress reports shall be provided at least every six months or more frequently by mutual agreement. 9. Give placing agency 7 day notice of intent to discharge or move this child. Notify the placing agency of any intended move of this child between certified homes prior to the move. The FFA has the authority to move a child in the case of imminent risk to the child or family. The FFA shall notify the placing agency within 24 hours of such move. 10. FFA social worker shall visit this child in private in their foster home at least once per calendar month and provide documentation of these visits to the placing agency caseworker/probation officer on a flow basis every month as visits are completed. 11. Provide state and federal agencies access to records as provided by state and federal law. 12. Notify the placing agency if the child receives any source of income such as income from work, SSI, SSA, child support, etc. Notify the county of any property the child obtains, including bank accounts. (It will be the county's responsibility to verify the income/property.) 13. Follow any requirements associated with the county's clothing allowance policy and procedures. 14. Remit any overpayment in full to the county welfare department upon receipt of a notice of action or following the completion of due process. 15. Inform county upon discovery of any apparent overpayment.

Initial needs and services plan summary shall include:

- A. Medical and Dental needs
- B. Psychological/psychiatric evaluation obtained or scheduled
- C. Staffing review summaries
- D. Educational assessment
- E. Peer adjustment
- F. Relationship to adults
- G. Involvement in recreation programs
- H. Behavior Problems
- I. Short-term treatment objectives (goals established for next 3 months)
- J. Long-range goals including anticipated length of placement
- K. Tasks planned to reach objectives and goals and who will be performing these tasks, including agency service activity
- L. Identification of unmet needs
- M. Involvement of child and his parents in the treatment program

Periodic update of needs and services plan shall include:

- A. Current status of child's physical and psychological health as well as confirmation of medical and dental exams
- B. Reassessment of child's adjustment to the foster home, treatment program, peers and school
- C. Progress toward short-term objectives and long-range goals including tasks which have been performed to reach these objectives and goals
- D. Reassessment of unmet needs and efforts made to meet these needs
- E. Modification of treatment plan, tasks to be performed and anticipated length of placement
- F. Involvement of child and his parents in treatment program

By this signature I attest that I have read this agreement and agree to fulfill these requirements and I am authorized on behalf of my agency to sign this. The terms of this agreement shall remain in force until changed by mutual consent, in writing, of both parties.

CHILD'S PLACEMENT WORKER REPRESENTATIVE'S NAME		PHONE
PRINT:	SIGNATURE:	()
COUNTY AND NAME OF AGENCY	TITLE	DATE
FOSTER FAMILY AGENCY REPRESENTATIVE'S NAME		PHONE
PRINT:	SIGNATURE:	()
NAME OF AGENCY	TITLE	DATE
FFA ADDRESS		

NOTICE OF ACTION

COUNTY OF _____

STATE OF CALIFORNIA
HEALTH AND HUMAN SERVICES AGENCY
CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

Notice Date: _____
Case Name: _____
Worker Number: _____
Worker Name: _____
Case Number: _____
Telephone: _____
Address: _____

(ADDRESSEE)

Questions? Ask your Worker.

This is to inform you that you were overpaid AFDC-Foster Care benefits for _____ for the period of _____ to _____.

(NAME OF CHILD)
(MM/DD/YYYY) (MM/DD/YYYY)

Reason for the overpayment:

- Child left your facility/home on _____ and you were not entitled to payments for him/her on or after this date; or
- The child's parents resided in your home during the period of time for which you were paid; or
- Improper use of federal/state foster care funds (MPP 11-404)
- Other: (Describe)

Total amount you received: \$ _____
Total amount you should have received: \$ _____
Total amount of Overpayment: \$ _____
Date of Discovery: _____

You are required to repay the overpayment amount of \$ _____.

Please pay by check or money order, made payable to:

Send to

If you disagree with the overpayment or the amount of the overpayment, please see reverse for hearing instructions.

If you agree with the overpayment amount you must do one of the following within 90 calendar days from the day the county gave or mailed you this notice:

- Make a one time payment of the total amount;
- Reach an arrangement with the county for a written repayment agreement or a written voluntary grant offset.

If you fail to repay your overpayment in lump sum or enter into a voluntary repayment agreement, you will be subject to an involuntary repayment of the overpaid amount.

If you have any questions regarding the overpayment computation or repayment arrangements, please contact the worker at the top of this form.

Regulations cited: Sections 10553 and 10554, Welfare and Institutions Code. Reference: Section 11466.24. EAS Section 45-304, 45-305, 45-306 and 22-009.

YOUR HEARING RIGHTS

You have the right to ask for a hearing if you disagree with any county action. You have only 90 days to ask for a hearing. The 90 days started the day after the county gave or mailed you this notice.

State Hearing: If you think this action is wrong, you can ask for a hearing. Your benefits may not be changed if you ask for a hearing before this action takes place.

To request a Hearing:

If you think this action is wrong, you can ask for either an informal hearing provided by the County or a formal State hearing. Your benefits may not be changed if you ask for a hearing before this action takes place.

In order to request an informal hearing, your request must be made no later than 30 calendar days after this notice was mailed to you. You may send your request by any of the following methods.

In writing:

Email requests:

Address

Phone requests:

Address

Your request should state why you want the informal hearing and if you will need a free interpreter. If so, please indicate what language or dialect you speak.

You may appeal the informal hearing decision at a formal State hearing. You may request the formal State hearing within 90 calendar days after the informal hearing decision is mailed to you. If the informal hearing is requested but not held, the 90 days will begin 31 calendar days from the date of this notice.

If you choose a formal State hearing, please note that you must request that State hearing within 90 calendar days of the receipt of this notice.

If you have any questions, contact the worker at the top of the first page of this form.

TDD - For Hearing Impaired

TO ASK FOR A HEARING:

- Fill out this page.
- Make a copy of the front and back of this page for your records. If you ask, your worker will get you a copy of this page.
- Send or take this page to:

OR

- Call toll free: 1-800-952-5253 or for hearing or speech impaired who use TDD, 1-800-952-8349.

To Get Help: You can ask about your hearing rights or for a legal aid referral at the toll-free state phone numbers listed above. You may get free legal help at your local legal aid or welfare rights office.

If you do not want to go to the hearing alone, you can bring a friend or someone with you.

HEARING REQUEST

I want a hearing due to an action by the Welfare Department of _____ County about my:

Overpayment _____

Here's Why: _____

- If you need more space, check here and add a page.**
- I need the state to provide me with an interpreter at no cost to me. (A relative or friend cannot interpret for you at the hearing.)

My language or dialect is: _____

NAME OF PERSON WHOSE BENEFITS WERE DENIED, CHANGED OR STOPPED

BIRTH DATE _____ PHONE NUMBER _____

STREET ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

SIGNATURE _____ DATE _____

NAME OF PERSON COMPLETING THIS FORM _____ PHONE NUMBER _____

- I want the person named below to represent me at this hearing. I give my permission for this person to see my records or go to the hearing for me. (This person can be a friend or relative but cannot interpret for you.)**

NAME _____ PHONE NUMBER _____

STREET ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

Initial Placement Checklist

Social Worker Name:	Date: / /
Identification	
Group Home:	RCL:
Person Contacted:	
Facility Phone Number: () -	Emergency Phone Number: () -

FOR CPU USE ONLY

Administration Address:	Administration Number:() -
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Facility and Environment:			
(Common living areas are well maintained Title 22, Division 6, Chapter 1, 80087, 80088)			
Interior Observations:			
		Meets County Expectation	
		Yes	No
A	Facility walls and ceilings are clean and in good repair? Comments: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
B	Floors and floor coverings are clean and in good repair? Comments: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
C	Furniture and fixtures are in good repair? Comments: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
D	Facility sinks, bathroom tubs, toilets and showers are clean and operable? Comments: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
E	Does the facility have an appropriate quantity and quality of books, supplies, and other materials (including computers) readily available to the resident? (Title 22, Division 6, Chapter 5, #84287.2, #84288) Comments: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
Exterior Observations:			
A	The front/back yard lawns are healthy and trimmed (green grass, trimmed and raked)? Comments: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
B	Back/front yard areas are free from litter and debris? Comments: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>

Client Rooms: (Title 22, Division 6, Chapter 5, #84188, #84287.2)			
		Meets County Expectation	
		Yes	No
A	All bed sheets, pillow cases, mattress pads, blankets, bedspreads, bath and wash towels are in good condition and sufficient in number? Comments: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
B	Mattresses, box springs and pillow(s) are in good condition? Comments: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
C	There is adequate dresser and closet space for client's clothing and personal belongings. (A minimum of two drawers or eight cubic feet of drawer space is provided for each child)? Comments: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
Food Service: (Title 22, Division 6, Chapter 5, #84288)			
A	Two-day supply of perishables and seven-day supply of non-perishables are available in the facility? Comments: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
B	Snacks and beverages are available in the facility (powdered milk is not used as a beverage)? Comments: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
C	Food storage and preparation areas (i.e. pantries, cupboards, freezers, stoves, microwaves, refrigerators and counters) are clean? Comments: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
Educational and Emancipation Service:			
A	Does the facility provide assistance and resources (tutoring, IEP's, etc.) to meet the academic needs of the residents? Comments: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
Recreation and Activities:			
A	Are residents exposed to local community organizations for recreation and program resources? (Title 22, Division 6, Chapter 5, #84079) Comments: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
B	Are residents allowed to participate in self-selected activities if they choose to do so? (Title 22, Division 6, Chapter 5, #84079) Comments: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
Psychotropic/Other Medication:			
A	Are emergency medical providers posted? (Hospital, emergency room, urgent care psychiatric services/ETS, Loma Linda etc). Comments: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>

Personal Rights:			
		Meets County Expectation	
		Yes	No
A	Child's rights are posted in a prominent, publicly accessible location in the facility? Comments: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
B	Are residents allowed to call their social workers, probation officers, DMH case manager, CASA, and attorneys in a reasonable time frame? (Title 22, Division 6, Chapter 1, #80072, Chapter 5, 84072; Foster Youth Bill of Rights) Comments: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
C	Are residents allowed to make and receive private telephone calls and mail according to their personal rights? (Title 22, Division 6, Chapter 1, #80072, Chapter 5, 84072; Foster Youth Bill of Rights) Comments: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
D	Are residents provided with appropriate supervision per child to staff ratio of 1:3? (Title 22, Division 6, Chapter 5, #84065.5) Comments: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
Clothing/Hygiene/Personal Belongings:			
A	Are residents provided with clothing for special occasions/activities? Comments: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
B	Are residents provided with personal care items appropriate to their ethnic needs and are these items readily accessible? Comments: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
Allowances:			
A	Are residents provided with monetary allowances proportionate to daily chores? Comments: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
B	Are residents free to spend their allowances as they choose? Comments: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
Emancipation Services:			
A	Are residents taught activities for daily living, self-help and survival skills (job experience, cooking meals, clothes shopping, food shopping, assisting with planning the menu)? Comments: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>

Program:			
Records: (Title 22, Division 6, Chapter 5, #80076)			
		Meets County Expectation	
		Yes	No
A	Is the license posted in a prominent, publicly accessible location in the facility? (Title 22, Division 6, Chapter 5, #80076) Comments: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
B	Is the current client roster available? Comments: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
C	Is transportation provided to meet the residents' needs (To include but not limited to medical appointments, recreational activities, school, visits, court, etc)? (Title 22, Division 6, Chapter 1, #80074) Comments: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>

Placing/Assigned Social Worker Signature: _____ Date: / /

Group Home Representative Signature: _____ Date: / /