

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING, (MOU), is made and entered into this _____ day of _____, 2011, by and between the COUNTY OF SACRAMENTO, hereinafter referred to as "COUNTY," and XYZ, hereinafter referred to as "FFA."

RECITALS

WHEREAS, the Sacramento County Board of Supervisors approved Resolution Number 2011-0348 on May 24, 2011, authorizing the Department of Health & Human Services to enter into an agreement with Foster Family Agencies, for the purpose of clarifying the roles, responsibilities, activities and services related to providing out-of-home placement for children involved in the child welfare services system; and

WHEREAS, pursuant to the resolution cited above, the Department has developed this Memorandum of Understanding, in conjunction with local Foster Family Agencies; and

WHEREAS FFA is equipped, staffed and prepared to provide certified foster homes according to the terms and conditions set forth in this Agreement; and

WHEREAS, both COUNTY and FFA wish to enter into this agreement

NOW, THEREFORE, it is mutually agreed as follows:

I. TERM

This MOU shall be effective as of the date first written above and shall continue until terminated by either party.

II. OVERVIEW

The COUNTY, through the Department of Health and Human Services, hereinafter referred to as "COUNTY," is entering into this MOU to strengthen collaboration with FFAs and improve outcomes for Sacramento county foster children. It is the intent of the COUNTY to limit foster placements to those agencies willing and able to comply with this MOU. Participation in this MOU in no way affects or modifies any condition of licensure, FFA Program Statement, or requirements of Title 22 regulations.

This MOU requires participating agencies to:

- a. Meet the physical, emotional, and academic needs of children in their care;
- b. Participate fully in the child and family's case plan as established by the COUNTY;
- c. Comply with practice protocols that facilitate positive outcomes for children and families;
- d. Report client specific, as well as, aggregate data to the COUNTY on quarterly reports and FFA Outcomes and Data Report (to monitor progress toward outcomes for dependent youth; and,
- e. Support COUNTY's key three outcomes of improved safety, increased permanency and greater accountability.

Core Values:

The COUNTY values the critical role foster parents have in the lives of each and every child placed away from his/her birth parents. As such, COUNTY and FFA will work collaboratively to place children with foster parents who:

- Understand their role as members of a child-centered team;
- Partner with bio-families when appropriate and strive to maintain the child's connections with siblings, relatives, friends and other supports;
- Provide nurturing, age and developmentally appropriate parenting by utilizing available support and training;
- Support child's transitions with a goal toward permanency, including a willingness to expand family to include child for as long as needed.

This MOU reflects the following CPS Core Values:

Practice Excellence: We are committed to providing the highest quality services to children and families.

Children and Family Engagement: We are committed to actively involving children and families in case-planning and decision-making at all levels of the organization.

Accountability: We are committed to data driven management and continuous evaluation of our work.

Partnership: We are committed to working collaboratively with our partners to provide quality services to children and families.

Communication: We are committed to frequent and open communication with children, families, staff, partner agencies, and the community.

III. OUTCOMES AND ACCOUNTABILITY – Foster Family Agencies (FFAs) will measure and report client specific as well as aggregate client data to the COUNTY every six months to ensure progress toward outcomes for dependent youth. This document describes the protocols by which preferred outcomes are achieved, as well as, the data to be reported by the agencies for outcome measurement. Reporting periods are January 1 through June 30th due on September 1st and July 1st through December 31st due on March 1st of every year.

A. FFA REPORTING RESPONSIBILITIES

1. Provide timely incident (see Exhibit A for definition of an incident) reports to COUNTY social worker, as required by Community Care Licensing.
 - i. Report emergency incidents to the COUNTY Emergency Hotline (916-875-5491), immediately.
 - ii. Report non-emergency incidents within 24-hours by contacting the COUNTY social worker. If there is a question, report to the Hotline and social worker, and/or the social work supervisor if the social worker is unavailable.
 - iii. Provide a written report of incident to COUNTY social worker within seven (7) days of the incident.
2. Submit quarterly reports to COUNTY social worker addressing all elements of each child's functioning and adjustment. The format for the quarterly reports is at the discretion of the FFA, but must at a minimum include the domains: described in Section V, Case Management Protocols, FFA Responsibilities, b., iv.
3. Submit FFA Outcomes and Data Report (Exhibit B) semi-annually on safety, permanency and well-being outcomes to the Foster Home Licensing bureau.
4. Provide documentation of monthly contact to the COUNTY on a COUNTY approved form.

B. FFA OUTCOMES

FFAs will work collaboratively with COUNTY to monitor and achieve the following outcomes.

1. **Safety** – Children will be protected from abuse and neglect while placed in FFA foster homes. FFA social workers will conduct bi-monthly visits for each child placed with FFA.
 - a. 100% of children placed with FFA will be free from abuse and/or neglect while in placement
 - b. 100% of children placed with FFA for more than 30 days will have monthly safety assessments conducted by an FFA Social Worker.
2. **Permanency** – Children placed with FFA will have placement stability. FFA will explore the maximum potential for life-long connections between each child and their foster family. FFA and COUNTY will place children thoughtfully into homes that are best suited to meet each child's potential need for a permanent family. FFA foster parents will be the primary source of support for children in placement, and will work with each child in their care to achieve the following outcomes:
 - a. 80% of the children placed with FFA will experience no placement transfers from their original date of placement. (This percentage excludes children that have a placement transfer as a result of returning home).
 - b. 100% of the children placed with FFA, in need of a permanent family, will have the full participation of the FFA, the FFA foster parents, and COUNTY social worker in identifying the best permanent plan for each child.

- c. 90% of the youth discharged from FFA foster homes will have a permanent plan.
 - d. 100% of the children placed with FFA will have a Permanency Plan completed monthly and on file in the child's file.
3. **Well-Being** – Children placed with FFA will receive services to adequately meet their physical, mental health, educational and independent living needs. FFA Foster parents will be the main source of support for children in their care and will provide advocacy, transportation, and other services to achieve the following outcomes.
- a. Health
 - i. 100% of the children placed with FFA will receive regular preventative health examinations, at a minimum according to the following CHDP schedule.

Age	Medical Exam
Under 1 month	Once
1-6 months	Every 2 months
7-15 months	Every 3 months
16-23 months	Every 6 months
2-20 years	Once a year

- ii. 100% of the children placed with FFA will have current dental exams. A child's first dental appointment should be at one year of age or within six months after the eruption of the first tooth. Children should be seen twice a year after the first appointment.
 - iii. 100% of the children placed with FFA who are referred for mental health services will receive the services recommended by the mental health professional.
- b. Education
 - i. 100% of the children placed with FFA will have strong school attendance (higher than 95% excluding excused absences i.e. court hearings, visitation, etc.) at their educational placement.
 - ii. 100 % of children placed with FFA will have educational support services in place including a Student Study Team, IEP and FYS as appropriate
 - iii. 100% of children placed with FFA shall remain in their school of origin unless it is deemed not in the best interest of the child by the educational rights holder, the child's attorney or the court.

IV. QUALITY OF CARE PROTOCOLS

A. SAFETY

1. COUNTY Responsibilities

- a. COUNTY will notify FFA of any new information pertinent to the case, including dangerous propensities of the child or the adults in his/her life.
- b. COUNTY will work with FFA to develop a mutually agreeable alternative visitation plan for biological family members and significant others with dangerous propensities.
- c. Upon receiving a report of an emergency placement change, the COUNTY will schedule a Team Decision Making Meeting (TDM) to ensure the child is in an appropriate placement. the FFA, the foster parent, COUNTY Social Worker, and other service providers will be invited to participate in the TDM.

2. FFA Responsibilities

- a. FFA social worker will have two monthly contacts with each foster child placed with FFA.
 - i. The two monthly contacts will occur in the foster home
 - ii. Documentation of the contacts and narratives shall be kept in the agency file.

- iii. FFA will provide documentation of monthly contact to the COUNTY on a COUNTY approved form. A process for submitting documentation of monthly contacts to COUNTY will be implemented by July 1, 2011.
- c. A safety assessment shall be conducted by the FFA social worker monthly for each child placed with FFA. As part of the safety assessment, the FFA social worker will ask the child basic questions in private, regarding:
 - Discipline methods used by the foster parent,
 - Other adults coming into the home
 - Changes in caregivers, and
 - Other concerns the child may have about the home
- d. Provide COUNTY with all information on reported allegations of abuse or neglect pertaining to any child placed with FFA as required by Community Care Licensing.
- e. Notify COUNTY of any new information pertinent to the case, including dangerous propensities of the child or the adults in the child's life.
- f. In the case of an emergency, defined as a matter of immediate and urgent necessity related to the safety of the child or a crisis in the foster home, the FFA
 - i. May move a child to another certified home; and
 - ii. Notify the child's social worker by phone or fax during normal working hours; or
 - iii. After hours, notify the Hotline (916-875-5491) and leave a message with the COUNTY social worker; and
 - iv. Notify the COUNTY social worker, as soon as possible and no later than the next working day when a child is moved.

B. PERMANENCY

The ideal permanency plan for every foster youth is to return safely to their home of origin, when appropriate. COUNTY will work with FFA to engage the birth family in reunification efforts, ensure the progression of the visitation plan, and provide opportunities for the birth family to have positive and meaningful contact with the youth while in out-of-home care.

If reunification cannot be achieved, permanency will first be sought with the child's extended family or non-related extended family members. If however, there are no appropriate options for either reunification or placement of the foster child with a relative or non related extended family member, the COUNTY will work with FFA to evaluate and maximize each child's for permanency with his/her respective FFA foster family.

The Centralized Placement Services Unit (CPSU), in close collaboration with FFA, will thoughtfully place each child into homes that are best suited to meet each child's potential need for permanency. Foster parents will provide foster children with stability and will explore the maximum potential for life-long connections with each child. Foster parents will be the main source of support for foster children in their care, and will provide advocacy, transportation, and other services to achieve strong permanency outcomes for each child.

To avoid delays in establishing a permanent home, in a concurrent planning case, the COUNTY will initiate discussion with the FFA social worker regarding the foster parent's willingness and suitability to be a child's adoptive parent or guardian if relatives and non related extended family members are ruled out. The FFA and COUNTY social workers will agree on an appropriate timeframe and manner for discussing permanency options with foster parents.

1. COUNTY Responsibilities

- a. Develop a written visitation schedule for the child, in consultation with FFA, the child and family. The visitation schedule should take into account the case plan, existing court orders, and the child's best interests as well as the foster family's schedule and life style.
- b. If there is interest on the part of the foster family, COUNTY will conference with the FFA social worker and foster family, and provide legal, financial and other information relevant to adoption or guardianship. (A comparison of the regulations which govern the financial benefits of adoption, legal guardianship, and foster care are available at: http://calswec.berkeley.edu/CalSWEC/04_Guide_to_Permanency_Options_CWW.doc).

- c. Work with FFA to ensure an adoptive home study is completed for the foster home. The home study may be conducted by the FFA, if licensed as an adoption agency; by COUNTY; or by another agency.
- d. If the foster family is not interested in adoption or guardianship, COUNTY will initiate a search for a permanent family. COUNTY is responsible for finding the most permanent home for the child and will not assist with a guardianship if it has determined that adoption is the appropriate permanent plan.
- e. COUNTY social worker will complete and submit a court report, identifying the appropriate permanent plan.
- f. If adoption is the permanent plan, COUNTY is responsible for:
 - i. Preparing and submitting all required court documents to terminate reunification.
 - ii. Preparing and submitting all required court documentation to terminate parental rights, and, if the families agree, initiate mediation for open adoption.
 - iii. Preparing all required adoptive placement documents, once parental rights have been terminated or relinquished, including gathering all items to be disclosed.
 - iv. Working with FFA to set appropriate adoptive placement dates and prepare written verification of adoptive placement date, taking into account the best interests of the child and foster family.
 - v. Notifying the FFA (within 10 days of the effective date) that the child's status with foster family has changed to guardianship without dependency or the adoption has been finalized and providing the date these changes became effective.
 - vi. Notifying FFA of all dates of placement termination immediately.
 - vii. Helping with the preparation of adoption finalization paperwork, interfacing with court and attending juvenile court hearing as agreed upon with FFA and foster family.
 - viii. Preparing and submitting all paperwork to terminate dependency.
 - ix. Providing all documents needed by the FFA, if licensed as an adoption agency, to claim for Private Adoption Agency Reimbursement Program (PAARP) within 30 calendar days of the finalization.
 - x. Providing resource information to adoptive families.
- g. If guardianship is the permanent plan, COUNTY will:
 - i. Prepare and submit all required court documents.
 - ii. Terminate dependency as appropriate.
 - iii. Notify FFA in writing as to date guardianship is granted.
 - iv. Terminate FFA payment on the date guardianship was granted and initiate appropriate payment to the guardian family.

2. FFA Responsibilities

- a. FFA will ensure that foster parents are committed to the care of children placed in their home, up to and including being willing to serve as a permanent connection for the child.
- b. FFA and the foster parents will work with the birth parent(s) toward reunification by:
 - i. Sharing information about the child's educational and developmental milestones;
 - ii. Serving as mentor to the birth parents;
 - iii. Advising of and inviting birth parents to school events and/or medical appointments.
- c. Provide supervised visits between birth families, foster children and siblings, as appropriate.
 - i. When supervised visits are provided by the FFA:
 - FFA foster parents will supervise sibling visits and ensure that sibling visits are welcome.

- FFA will work with foster parents to ensure the child’s scheduled visits are timely and adhered to consistently.
 - FFA foster parents will look for all opportunities to support, strengthen, and preserve the relationship between the foster child and his/her biological family members (parents and siblings).
 - FFA foster parents will support and facilitate visitation between the foster child(ren) in their home and child’s siblings not placed in the same home.
- d. Place sibling groups together within the same foster home if at all possible. If this is not feasible, then FFA will ensure foster parents encourage and provide sibling contact and visitation.
 - e. Update the permanency plan as needed in quarterly reports drawing on feedback and input from COUNTY social worker.
 - f. If a relative or mentor is identified who is willing to provide permanency for the child, and the child needs to be transitioned out of the care of the foster family, the FFA shall work with COUNTY to develop a transition plan in line with the child’s best interests. On a case by case basis, and with the child’s best interests in mind, FFA will encourage the foster family to maintain contact with the child after the child is moved to a permanent placement.
 - g. Work with COUNTY in “family finding” activities for youth, to explore all potential but untapped permanent connections for the child.
 - h. For all children placed with FFA who do not already have an alternate permanent plan, the FFA and COUNTY social workers will jointly discuss with foster parents their willingness and ability to be the child’s adoptive or guardianship family. The FFA and COUNTY social workers will agree on an appropriate timeframe and manner for approaching the family about a permanent plan for the child.
 - i. Conference with the COUNTY social worker and foster parents regarding the legal, financial and other information relevant to adoption or guardianship, including Sacramento COUNTY adoption placement policies. (A financial benefit comparison between adoption, guardianship, and foster care may be found at: <http://calswec.berkeley.edu/CalSWEC/04 Financial chart Sups v1 1.doc>).
 - j. Work with COUNTY to ensure that an adoptive home study is completed for the identified family. The home study may be conducted by the FFA, if licensed as an adoption agency, the COUNTY, or another agency.
 - k. If the foster parents are not appropriate for or interested in adoption or guardianship, COUNTY may initiate a search for a family that can provide permanence for the child.
 - l. If appropriate, FFA will assist with and enlist the family’s cooperation in selecting an alternative permanent family for the child should the foster family be unwilling or inappropriate for adoption. This could include having the foster family participate in pre-adoption activities such as visits by prospective adoptive families, providing information regarding the care of the child, or transporting the child to Adoption Matching Picnics.
 - m. FFA will ask each foster family to consider committing to a life-long connection with the child, regardless of whether or not the family wants to maintain the child in their home permanently.
 - n. If adoption is the permanent plan and the FFA has conducted the adoptive home study, the FFA will:
 - i. Enter into a cooperative adoptive placement with the foster family and COUNTY.
 - ii. Advocate for and assist the foster family with the Adoption Assistance Program application.
 - iii. Cooperate with preparation of finalization paperwork and interface with court as decided upon with COUNTY and the foster parents.
 - iv. Assist the foster parents in the transition from foster to adoptive status.
 - v. Connect foster parent with relevant community resources and appropriate resource directory.
 - vi. Empower the foster parent to function independently, without FFA assistance.
 - o. If guardianship is the permanent plan, the FFA will:

- i. Work with the foster family to assist with transition from foster care to guardianship status.
- ii. Connect foster family with relevant community resources.
- iii. Empower the foster family to function independently without FFA assistance.

C. WELLBEING

1. Shared Responsibilities

- a. Share information and monitor practice and respond to concerns brought forth by either party.
 - b. Communicate on a regular basis in a positive manner regarding the best interest of dependent children.
 - c. Ensure that foster children are treated with respect and dignity and as equal members of the families with whom they are placed.
 - d. Ensure foster children are treated fairly in their placements and their needs are met.
 - e. Ensure all FFA staff and foster parents communicate with foster children in a nurturing, caring, and encouraging manner.
 - f. Ensure that foster children participate in family activities in and out of the home, such as family vacations, trips and outings.*
- *COUNTY requires 35 working days notice in advance of any planned out of state/country travel.
- g. Refrain from using respite care as a temporary placement for any dependent child. . If respite care if needed, FFA will discuss the reasons, the approximate length of care and obtain prior approval from COUNTY social worker.

2. County Responsibilities

- a. If the child is capable, County social worker contact must include a private discussion between the child and the social worker, held outside of the presence or immediate vicinity of the caregiver.
- b. Ensure that a clean and nurturing home environment is provided and that the foster child is treated with respect and dignity.
- c. Coordinate TDM meetings and TDM action plans with FFA and other agencies and individuals connected with the child, and follow the action plan developed during the TDM.
- d. Minimize (if reasonable) movement of any child by coordinating a TDM meeting or staffing with FFA and other agencies and individuals connected with the child.

3. FFA Responsibilities

- a. Work with foster parents to ensure collaboration with COUNTY and any other service provider involved with the child.
- b. Work with foster parents to ensure that the foster child receives positive feedback.
- c. Recommend that foster children receive a weekly allowance. The allowance should be given in the same manner that the foster parents' birth children receive it.
 - i. Recommended amounts for allowances:

Kindergarten through 3 rd grade	\$2/week
4 th grade through 7 th grade	\$5/week
8 th grade through 12 th grade	\$10/week
 - ii. Foster parents may also provide financial rewards for such things as extra household chores, good grades, etc.
- d. Ensure that FFA foster parents:
 - Participate in TDM meetings and implement TDM action plans finalized by COUNTY.
 - Participate in all Permanency Plan meetings; may include FFA social worker if so desired.

- Meet the foster child’s medical, dental and emotional needs (this includes making and keeping all necessary medical, dental, school and therapy appointments) and advocate for the child when necessary.
- Maintain the child in his/her medical/dental home by seeking medical and dental care for the child with the medical/dental provider of record.
- Obtain approval from COUNTY social worker prior to placing child in respite care; inform the COUNTY social worker why respite care is required and provide anticipated length of stay.

D. WELLBEING: MEDICAL, DENTAL AND MENTAL HEALTH

1. County Responsibilities

The COUNTY social worker will respond timely to requests for authorization to provide treatment (i.e., medical or dental needs), including securing signed releases, and initiating approval for psychotropic medication* to avoid disruption of child’s medication schedule.

NOTE: Timely response to client needs is dependent upon receipt of the JV 220 from the PRESCRIBING PSYCHIATRIST. It is the responsibility of the COUNTY social worker to secure the required documents.

- a. Work with FFA to ensure child is either receiving prescribed psychotropic medications or is linked to immediate psychiatric services.
- b. Provide a signed copy of the Application Regarding Psychotropic Medication (JV 220) to FFA.
 - i. Initiate approval process within 24 hours of request or by the next working day for emergency authorization.
 - ii. Initiate approval process within 7 calendar days for non-emergency authorization.
 - iii. Initiate approval process for psychotropic medications pursuant to standing court order.
- f. Address medical emergency situations as appropriate.
- g. Renew medication orders no less than every 6 months.
- h. Provide FFA with any changes or updates in therapeutic mental health treatment.

2. FFA Responsibilities

FFA will work with the foster parent(s) to ensure that the foster child’s medical, dental and emotional needs are met. Foster families shall schedule medical, dental and mental health appointments as necessary and ensure that scheduled appointments are kept.

E. WELLBEING: EDUCATION

1. Shared Responsibilities

COUNTY and FFA are jointly responsible for the education and stability of foster youth.

2. County Responsibilities

- a. The COUNTY social worker will:
 - i. Adhere to AB490 and make sure that the movement of a foster youth from one educational institution to another will not occur without consideration of:
 - The best interest of the child.
 - The proximity of the placement to the child’s current school.
 - The impact on the educational stability of the child.
 - ii. Notify the child’s attorney, consult the Foster Youth Educational Liaison, and coordinate an agreement, if appropriate, with the child and the Educational Rights holder.
 - iii. Take all necessary steps to assist the caregiver in obtaining relevant education information and seek to involve the child’s birth parent whenever possible/appropriate.
 - iv. Notify the appropriate Educational Liaison at least 24 hours prior to approval of a school change or immediately thereafter.

- v. Provide the Special Education Local Plan Area a 10-day notice if child is in special education or has a suspected disability.
- vi. Assist the FFA in acquiring and maintaining the following records for the foster child:
 - Transcripts
 - Attendance records
 - California High School Exit Examination Results
 - Individual Education Plan and Psycho-educational Report (most recent)
 - 504 Accommodation Plan (if applicable)
 - Calculation of Full and Partial Credits Earned
 - Discipline Records
 - Report Card
 - Immunization Records
 - Outstanding Fees Report
 - Enrollment and Disenrollment Dates
 - Student Study Team Meeting Notes
 - School and Home Communication

3. FFA Responsibilities

- a. Notify and seek approval from COUNTY prior to allowing foster children to change schools.
- b. Notify COUNTY if an Educational Rights Holder has not been identified.
- c. Monitor the educational progress of the child towards the goal of obtaining a high school diploma.
- d. Notify the COUNTY social worker if
 - i. The child has a grade point average of 2.0 or lower, and/or
 - ii. The child has 2 or more Fs on his/her report card, and/or
 - iii. The child is not making grade appropriate educational progress.
- e. Attend all school meetings relating to the needs for improving the child's academic success including behavioral modification. This includes, but is not limited to, participation with the Educational Rights Holder to discuss the development of the individual education plan, 504 plans or to discuss a plan to improve behavior that may be negatively influencing academic success. The FFA will also engage and support the child's birth parent's involvement and their advocacy for the child in the educational setting, if appropriate.
- f. Assume financial responsibility to ensure that each child is provided school and/or team photos, graduation photos, field trips, clothing, or uniforms as needed to participate fully in school activities in the same manner as other children. FFA must provide a minimum of 1 set of photos per year (a copy of the photos must be given to COUNTY social worker) and find funding for other activities.
- g. Participate in the child's school activities, such as Back-to-School nights, open house and holiday programs
- h. Foster parents shall keep all special items for the child, such as report cards, pictures, letters, awards, special school assignments, etc., in the child's life folder, or life book. Special scrapbooks or other creative ways to showcase the child's special memories or milestones are recommended.
- i. Foster parents shall attempt to acquire and maintain the following records:
 - i. Transcripts
 - ii. Attendance records
 - iii. California High School Exit Examination Results
 - iv. Individual Education Plan and Psycho-educational Report (most recent)
 - v. 504 Accommodation Plan (if applicable)
 - vi. Calculation of Full and Partial Credits Earned
 - vii. Discipline Records

- viii. Report Card
- ix. Immunization Records
- x. Outstanding Fees Report
- xi. Enrollment and Disenrollment Dates
- xii. Student Study Team Meeting Notes
- xiii. School and Home Communication

F. WELLBEING: INDEPENDENT LIVING SKILLS

1. COUNTY Responsibilities

- a. Beginning at age 15 ½ years offer the youth linkage to ILP services at least once every six months while in foster care. (ILP services are optional and based on the youth accepting such services.)
- b. Support educational attainment for all eligible foster youth through academic support and educational coaching.
- c. Assure that all youth have equal opportunities to participate in extracurricular activities and milestone events with their peers.
- d. Provide ILP youth opportunities to develop independent living skills including academic and employment skills, budgeting and fiscal management, healthy and safe behaviors, housing options, self care, and making life-long connections.
- e. Complete a Transitional Independent Living Plan (TILP) with the youth when services are initiated for needs identification and goal setting, with a plan update every six months to measure progress toward goals.
- f. Identify and enroll those youth aged 18 to 21 for whom after care services, such as housing, health or employment services will be required.
- g. Conduct an emancipation conference with youth on or around to the youth’s 17th birthday and a 90 day transition plan 90 days prior to emancipation to assure each youth has a purposeful plan for self care when exiting the foster care system.
- h. Assess if teen moms should be under a family shared plan and provide paperwork.

2. FFA Responsibilities

- a. Ensure that foster families provide for those youth aged 14 years and older, transportation to and from school and social activities, up to and including, public bus passes.
- b. Prepare youth ages 16 and older for emancipation by strengthening their independent living skills prior to exiting the foster care system as follows:
 - i. Complete intake assessments within 30 days of placement for children aged 16-18 that include the age appropriate Ansell Casey Life Skills Assessment, available at <http://www.caseylifeskills.org/>.
 - ii. **Self-Care** – Prepare youth for maintaining proper hygiene, understanding how to access health, dental, and mental care when needed.
 - iii. **Daily Living** – Prepare youth to understand nutritional value and healthy life style eating habits, how to prepare meals, clean kitchen, do laundry, learn proper table manners, how to access the Internet and maintain personal safety.
 - iv. **Housing and Money Management** – Teach youth how to open a bank account, develop a budget to plan for expenses, and balance an account.
 - v. **Social Relationship** – Provide guidance to youth on how to share feelings with others, practice positive interactions with others, and seek outside counseling as needed.
 - vi. **Career Planning** – Prepare youth for career planning by monitoring and aligning educational goals with career goals, improve youth’s reading and math skills, introduce educational opportunities and resources, and develop job seeking skills.
 - vii. **Work Life** – Prepare youth for work life by providing reasonable household chores demonstrating the importance of completing a task, stress punctuality on the job, and common courtesy practiced in the work place.

- c. Provide the following for pregnant or parenting teens:
 - i. Support the teen’s development as a parent by strengthening the teen’s ability to bond, care for and secure appropriate medical care for his/her child.
 - ii. Participate in the Whole Family Foster Care program by obtaining and completing the shared responsibility paperwork with COUNTY.
 - iii. Help foster parents provide good medical care for pregnant teens and opportunities for the teen to develop parenting skills.
 - iv. Help foster parents identify other appropriate supportive resources and provide advocacy for the teen in her educational setting.

V. CASE MANAGEMENT PROTOCOLS

1. INITIAL PLACEMENT

The primary goal of COUNTY is to keep children with relatives or non-related extended family members, or COUNTY foster homes in the same community from which the child comes. If COUNTY is unable to place with relatives or non-related extended family members, or with COUNTY homes due to the special needs of the child, then COUNTY may refer to FFA for a suitable placement. Placements may be as short as one day, or as long as the child is a dependent of the Juvenile Court.

a. COUNTY Responsibilities

- i. CPSU will utilize School Connect database to find an appropriate placement.
- ii. If no placement can be found in the School Connect Database, CPSU will contact FFAs directly via email or phone to find a placement.
- iii. COUNTY shall confirm the primary language spoken in the foster home prior to placement. Child(ren) of any age may be placed in a home in which the foster parents primary language matches the foster child’s primary language.
- iv. For consideration of placement acceptance, as soon as possible and within a mutually agreed upon time frame, but no less than 48 hours, COUNTY shall provide potential foster parents complete background information including but not limited to:
 - Educational history, including current school address and cross streets
 - Medical history
 - Placement history
 - Family and behavioral history
 - Suspected or known dangerous propensities
 - Extended family and/or significant adults in the child’s life.
 - Reason for initial and current removal.
- v. On placement acceptance, COUNTY shall:
 - Sign all required Sacramento COUNTY and FFA forms, including the clothing inventory, and provide copies to FFA staff.
 - Provide emergency numbers to FFA to secure an immediate response to crisis calls.
 - Ensure internal documentation of placement in CWS/CMS, the placement agreement and SOC 158 form and/or 1173 form are initiated and submitted to Sacramento County Department of Human Assistance Eligibility Worker so that payment will occur in a timely manner.
 - Assist the FFA in obtaining the child’s school records, including special education records and information.
 - Provide foster parents with the “Child’s Folder” which will be maintained by each FFA and shared with each subsequent FFA or other placement provider by COUNTY.

- Assist the FFA social worker to complete the Needs and Services Appraisal (State Form LIC625), the outcomes desired, including concurrent plan when applicable.
- Provide FFA social worker with the child's TDM Action Plan.
- On request, provide the FFA with the name and phone number of the child's legal counsel.
- COUNTY HEARTS for Kids program (funded by the First 5 Sacramento Commission) shall screen each child aged 0-5, using the Ages and Stages Questionnaire or Ages and Stages Questionnaire-Social Emotional (ASQ/ASQ-SE).

b. FFA Responsibilities

- i. Ensure that the maximum number of children in a foster home, including biological and adoptive children, does not exceed six in compliance with California Regulation Section 89328
- ii. Update and keep current the information about foster homes in the School Connect Database.
- iii. Provide the COUNTY CPSU with an email address to receive Placement Requests.
- iv. Call the CPSU if a placement option is identified subsequent to a Placement Request.
- v. Place children into any specific foster homes only upon approval by COUNTY.
- vii. Provide complete information about the prospective foster parents at the time the child is referred for placement consideration.
- viii. Be fully knowledgeable about FFA families, particularly at the time of placement consideration, and ensure that foster parents are able to perform all the parenting activities that each child placed in their home would require.
 - Ensure the foster parent's primary language spoken in day-to-day activities matches the child's primary language.
 - FFA must disclose to COUNTY upon consideration for placement:
 - If the home also maintains a daycare.
 - Any obligation that the family has, such as the number and needs of other children already in the home, including sports/school schedules.
 - Any challenge which would prohibit the family from being fully available to the new foster child who will have his/her own set of needs and requirements.
 - If the potential foster family has had no prior foster placements. (This would not preclude placement, but alerts the COUNTY that extra support and communication with this family may be necessary.)
- ix. At the time of placement, FFA will:
 - Complete an assessment of each child
 - Complete an inventory of the child's clothing and belongings
 - Assist the foster family in purchasing any clothing needed to bring the child's clothing items up to the required inventory. Minimum clothing inventory is listed in the child's folder.
 - Establish a mechanism by which the FFA social worker shall maintain a QUARTERLY clothing inventory checklist to be provided to COUNTY on request.
 - Ensure that clothing in the child's home fit the child, are in good condition, and meet basic inventory requirements.
 - Ensure that the placement agreement documentation is completed and signed by the placing COUNTY social worker.
- x. Assist foster parents in making arrangements for transportation and supervision of foster children to and from: school of origin or current school; all medical and dental appointments; and, visitation with immediate family or non-extended family members.
- xi. Complete a Needs and Service plan within 30 days of placement.

- xii. Provide information necessary for COUNTY social worker to obtain authorization for treatment; i.e., psychotropic medications, surgery and any other treatment outside the scope of routine medical treatment.
- xiii. Ensure authorization via court order is obtained prior to any non-routine, non-emergency medical, psychological, or psychiatric treatment, including psychotropic medications.
- xiv. FFA Social Worker will conduct assessments as follows:
 - Supplemental pregnant or parenting assessment is required, where appropriate.
 - Subsequent quarterly reports will use the same tools as the initial placement assessment.
- xv. Foster parents shall participate with The HEARTS for Kids program (Funded by the First 5 Sacramento Commission) to complete an ASQ/ASQ-SE for each child aged 0-5 in their home within 30 days of placement
- xvi. FFA will review Foster Youth Rights with each child at placement.
<http://www.fosteryouthhelp.ca.gov/publications.htm>.

2. **PLACEMENTCHANGES**

a. **COUNTY Responsibilities**

- i. It is the COUNTY’s responsibility to know the whereabouts of all children and youth in their care and to have in place policies and procedures that ensure all children can be located and accounted for in the event of a natural or man-made disaster.
- ii. Within 7 working days, hold a TDM staffing that includes the FFA, the FFA foster parent, COUNTY Social Worker, child’s therapist and others, to ensure that the child is in an appropriate placement.

b. **FFA Responsibilities**

Except in the case of emergency, the FFA will not move any foster child without prior authorization from the COUNTY social worker and participation in staffing or TDM.

- i. In the case of an emergency, defined as a matter of immediate and urgent necessity related to the safety of the child or a crisis in the FFA home, the FFA may move a child to another certified home and notify the COUNTY social worker as soon as possible and no later than the next working day when a child is moved.
 - Notify the child’s social worker of the move by phone during normal working hours (8 a.m. to 5 p.m.).
 - Notify the COUNTY Hotline (916-875-5497) in the event of an after-hours emergency AND leave a phone message for the COUNTY social worker.
 - Attend and participate in a team decision making staffing that includes the FFA, the FFA foster parent, COUNTY Social Worker, child’s therapist and others, to ensure that the child is in an appropriate placement.
- ii. Refrain from using respite care as a temporary measure to hold a child while pending another placement. If respite care is necessary, FFA must discuss reasons, provide anticipated length of stay and obtain prior approval from COUNTY social worker.

iii. 3. **TERMINATION/DISCHARGE FROM PLACEMENT**

a. **COUNTY Responsibilities**

Placement terminations may occur as the result of reunification, emancipation, a move to a permanent placement, or due to the child running away. Communication protocols are intended to facilitate these transitions for youth and to minimize disruption for youth and their families.

- i. A TDM is the preferred planning method to develop a mutually agreeable pre-placement plan (TDM Action Plan), and will be scheduled whenever possible prior to a placement status change.
- ii. When a 7 day notice is given by FFA, develop a transition plan and terminate placement timely.
- iii. Assist foster parents to maintain connections with the child after placement termination, when appropriate, in consultation with FFA.
- iv. Notify the FFA social worker when the foster placement has officially ended.
- v. Review the clothing inventory form with the FFA social worker and take possession of children's abandoned clothing and ensure the property is passed on appropriately.
- vi. If placement is terminated due to the child running away, FFA and COUNTY shall negotiate the bed closure date immediately. This shall be recorded in CWS/CMS.

b. FFA Responsibilities

- i. Provide immediate notice to the COUNTY social worker regarding the termination of placement.
- ii. Complete an assessment
- iii. Attend a TDM prior to placement change to assess the possibility of stabilizing the current placement or to develop a transition plan to another foster home within the FFA, another FFA or other type of placement.
- iv. Provide seven (7) calendar days notice, if requesting non-emergency removal. **EXCEPTION:** In cases where COUNTY has failed to disclose information of a dangerous propensity of the child or when the placement creates a safety risk, a seven-notice will not apply.
- v. Assist in the implementation of COUNTY plans that lead to discharge and termination of placement within FFA and transitioning to reunification or to a permanent placement.
- vi. Provide a written discharge summary with all pertinent information within 14 calendar days from the date of discharge. The summary must contain information about the child's functioning in the following domains: school, home, community, behavior towards others, mood/emotions, self-harmful behavior, substance abuse, AND cognitive functioning.
- vii. Ensure the child's personal belongings, personal property, medical information, Child's Folder, and documents etc. are provided to COUNTY social worker at the time of discharge.
- viii. Ensure that the child's clothing is provided to the child on discharge and complete the final clothing inventory.

4. CASE PLANS

a. COUNTY Responsibilities

- i. Provide a copy of the CWS Case Plan to the FFA
- ii. Collaborate with the FFA social worker in the development of the needs and service plan.
- iii. Provide information regarding changes in treatment needs and service plan for the child and work with the FFA and foster parents to implement modified service plans.
- iv. Attach a copy of the FFA quarterly progress report to the COUNTY Review of Dependency Status (RFS) report prior to the submission of the report to the juvenile court.
- v. Discuss possible modifications on request of the FFA social worker and work with the FFA to implement modified case plans as needed.

b. FFA Responsibilities

- i. Provide services as described in the FFA's Program Statement and in compliance with Title 22 in the California Code of Regulations.
- ii. Provide quarterly reports to the COUNTY social worker detailing the child's progress in his/her treatment plan and overall growth and development each quarter.
 - Reports shall utilize a standardized assessment tool, or, at a minimum, address the child's functioning according to the following domains: school, home, community, behavior towards others, mood/emotions, self-harmful behavior, substance use, cognitive functioning, etc.
 - Provide information regarding changes in the case plan and treatment needs and work with COUNTY to modify the treatment and case plans.
- iii. Work with COUNTY and the foster parents to implement COUNTY's modified case plans and agree to discuss additional modifications on request of COUNTY social worker.

5. COURT

Information from the FFA and foster parents is crucial to the court hearing process. COUNTY and FFA shall collaborate to ensure the inclusion of their information in the court reports. The foster family and FFA social worker are encouraged to attend court hearings.

a. COUNTY Responsibilities

- i. Send notice to FFA and the foster parents within 15 days prior to court hearing date.
- ii. Notice the FFA, foster parents and minor child 10 years or older of his or her right to attend and participate in the scheduled court hearings.
- iii. Include FFA quarterly reports in court reports, as well as any other pertinent information provided by the FFA.
- iv. Prepare recommendations to the court and provide the FFA necessary and appropriate information for the care of the child.
- v. Provide appropriate minute orders from the hearings. Examples of appropriate minute orders are those that indicate that the foster parent has been given the educational rights of the child, or can seek medical treatment.
- vi. Encourage foster parents to attend court hearings.
- vii. Provide JV 290

b. FFA Responsibilities

- i. Develop the needs and service plan in collaboration with the COUNTY social worker.
- ii. Bring any foster child, aged 10 years or older, if he/she would like to attend the hearing and/or not prohibit any foster child, aged 10 years or older, from attending a hearing if he/she wants to attend.
- iii. If the FFA can not arrange transportation for a foster child, aged 10 years or older, to attend the hearing, the FFA shall contact the COUNTY social workers to develop a plan for transportation.
- iv. Provide quarterly reports to the COUNTY social worker. Information pertinent to the child shall include at a minimum, the child's functioning according to the following domains: school, home, community, behavior towards others, mood/emotions, self-harmful behavior, substance use, cognitive functioning.

VI. PARTNERSHIP PROTOCOLS

A. COUNTY Responsibilities

1. The COUNTY will co-host with an FFA facilitator a monthly meeting to promote communication between the counties and FFAs and as a means for information sharing.
2. Provide an outcome report template to the FFA.
3. COUNTY reserves the right to make unannounced home visits to FFA homes if there are concerns of safety or wellbeing. In such instances, the FFA social worker will be notified immediately following the visit, either by phone or e-mail to clearly outline the reason for the unplanned visit, and the results of the visit.

B. FFA Responsibilities

1. Permit unannounced visitation by COUNTY social worker as needed.

VII. CONFLICT RESOLUTION PROTOCOLS

A. Disagreements in the areas outlined above should be taken "up the administrative line," between the FFA and COUNTY, but FFA and COUNTY anticipate that all disagreements will be resolved between the parties in question, and that they will be made at the lowest administrative level possible.

1. Case-specific issues should be resolved at the line worker and supervisor level. Issues that are difficult to resolve at this level will be referred to the DHHS-CPS Program Manager.
2. Problems that are systemic shall be referred to the Steering Committee, defined below, for discussion and resolution.

B. The Steering Committee will meet periodically to review the effectiveness of this MOU. The Steering Committee will be comprised of six representatives delegated by the FFA body on a rotating basis and four DHHS-CPS representatives.

VIII. ADMINSTRATIVE PRACTICE AND PROTOCOLS

A. Shared Responsibilities

1. COUNTY and FFA will work together to maintain compliance with practice and regulatory requirements to include, but are not limited to:
 - a. Community Care Licensing (California Code of Regulations, Title 22).
 - b. California Department of Social Services, Foster Care Rates Bureau.
 - c. California Department of Social Services, Manual of Policy and Procedures, Division 31, Child Welfare Services Regulations.
 - d. Educational legislation pertaining to foster youth, including but not limited, to Assembly Bill 490 (Steinberg 2003-2004).
 - e. The Foster Care Non-Discrimination Act (Assembly Bill 448).
 - f. Foster Youth Rights including but not limited to AB 899 (2001) <http://www.fosteryouthhelp.ca.gov/publications.htm>
2. Release of Information:
 - a. A release of information form will be completed by each foster home for licensing or certification history. The COUNTY and FFA will share information with each other according to the provisions of the release prior to the certification.

B. COUNTY Responsibilities

1. Share information with FFA as required **and permitted** pursuant to California Welfare Institutions Code Section 827.
2. Return phone calls from FFA staff and foster parents within 24 hours.

3. Provide the FFA an employee roster that includes social worker name, telephone number, and COUNTY email address.
4. Notify FFA of training opportunities that may impact FFA.

C. FFA Responsibilities

1. Provide the COUNTY with information updates on its certified family homes (i.e., telephone numbers, and composition of the home) in School Connect Database.
2. Maintain licensure in good standing in accordance with all State requirements, including all applicable statutes and regulations.
3. Adhere to the Rollover Policy (Exhibit D)

IX. TERMINATION AND INDEMNIFICATION

A. TERMINATION

1. Either party may terminate this MOU without cause upon thirty (30) days written notice to the other party, or sooner upon mutual written agreement of the parties. Notice shall be considered given on the date of mailing. If notice of termination for cause is given by COUNTY to FFA and it is later determined that FFA was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (1).
2. COUNTY may terminate this MOU for cause immediately upon giving written notice to FFA, should FFA materially fail to perform any of the covenants contained in this MOU in the time and/or manner specified. If notice of termination for cause is given by COUNTY to FFA and it is later determined that FFA was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (1) above.

B. INDEMNIFICATION – FOR USE WITH PROFESSIONAL COVERAGE

1. For work or services provided under this Agreement which are not professional services, FFA shall indemnify, defend, and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of this Agreement, regardless of whether caused in part by a party indemnified hereunder, except for loss caused by the sole negligence of COUNTY, its Board of Supervisors, officers, directors, agents, employees and volunteers.
2. For professional services provided under this Agreement, FFA shall defend, indemnify and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against any and all demands, claims, actions, losses, liabilities, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the negligent performance of professional services provided under this Agreement.

X. INSURANCE

Without limiting CONTRACTOR's indemnification, CONTRACTOR shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit C. It is the responsibility of CONTRACTOR to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms, and other insurance requirements specified in Exhibit C. It is understood and agreed that COUNTY shall not pay any sum to CONTRACTOR under this Agreement unless and until COUNTY is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this Agreement may be grounds for material breach of contract.

XI. CONFLICT OF INTEREST

CONTRACTOR and CONTRACTOR's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

XII. SCHEDULE OF FEDERAL FUNDS

This is a zero dollar MOU and there are **no** Federal funds in this contract.

XIII. ADDITIONAL PROVISIONS

The additional provisions contained in Exhibits A, B, C and D attached hereto are part of this Agreement and are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

COUNTY OF SACRAMENTO, a political subdivision of the State of California FOSTER FAMILY AGENCY???

By _____
Ann Edwards, Director, Department of Health and Human Services. Approval delegated pursuant to Sacramento County Code Section 2.61.012 (h)

By _____
XYZ, Executive Director

Date: _____

Date: _____

CONTRACT AND CONTRACTOR TAX STATUS
REVIEWED AND APPROVED BY COUNTY COUNSEL

By: _____ Date: _____

**Exhibit A to Memorandum of Understanding (MOU)
Between the SACRAMENTO COUNTY DHHS-CPS
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Hereinafter referred to as “COUNTY, and
XYZ, hereinafter referred to as ‘FFA’”**

DEFINITIONS

Adoptive Home – A foster family home that has an approved adoptive home study completed.

Ansell Casey Life Skills Assessment – An assessment tool which provides information about a youth’s functional independent living skills. The assessment provides templates for children in the foster care system, aged 8-18 and after emancipation.

Ages and Stages Questionnaire (ASQ) – A questionnaire designed to serve as a tool to screen and identify potential developmental delays for children ages 0-5.

Ages and Stages Questionnaire/Social Emotional (ASQ-SE) – A questionnaire designed to serve as a tool to screen and identify potential social-emotional developmental delays for children ages 0-5.

Aid to Families with Dependent Children-Foster Care (AFDC-FC) – Aid provided on behalf of needy children in foster care who meet the eligibility requirements as specified in the California State Department of Children & Family Services Eligibility and Assistance Standards Manual and applicable state and federal laws.

Certified Family Homes – 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 the certifying Foster Family Agency for placements.

Child(ren) – A dependent of the Juvenile Court whose situation dictates out-of-home placement.

Decertification – A family home whose certification is cancelled/withdrawn by the licensing agency due either to non-compliance or request by the family home.

Dependency/Dependent Children – Persons under the age of 18 years who come within the jurisdiction of the Juvenile Court of the County of Sacramento in accordance with Section 300 of the Welfare and Institutions Code. Dependent children falling within the categories that are defined in Welfare and Institutions Code Section 601 and 602, commonly referred to as “court wards”, are not “dependent children” for the purposes of this Agreement.

Detained Children – Person under the age of 18 years who have been taken into temporary custody pursuant to Welfare and Institutions Code Sections 305 through 307.5. Children taken into temporary custody pursuant to Welfare and Institutions Code Section 625, et seq. are not “detained children” for the purposes of this Agreement.

Duplicated Client – A child who has previously received the services stated in this Agreement from the provider during 12 consecutive months following the effective date of this Agreement.

Educational Rights Holder – In general the parent or guardian holds educational rights for the child unless the Court had approved otherwise. Determination of the child’s educational needs must include participation by the educational rights holder.

Emergency – A matter of immediate and urgent necessity related to the safety of the child or a crisis in the certified foster family home.

Family Finding – Activities aimed at the location and engagement of relatives of children living in foster care.

Foster Family Agency (FFA) – Any individual or organization engaged in the recruiting, certifying, and training of, and providing professional support to, foster parents, or in finding homes or other places for placement of children for temporary or permanent care who require that level of care as an alternative to a group home. Private foster family agencies shall be organized and operated on a nonprofit basis.

Foster Parent Resources (FPR) Liaison – A social worker assigned to the Foster Parent Resources unit who will serve as a non-partisan party to the Foster Family Agency and Department of Children and Family Services. The FPR Liaison will act as a conduit to maintain open lines of communication between both agencies.

Foster Youth Services (FYS) – A program that is part of a statewide system of programs established to make educational support services available to every California child or youth residing in a group home or licensed foster home.

Icebreaker – An initial meeting between the birth parent, resource family, and the social worker held for the purpose of free exchange of information regarding the child in care between the birth parent, resource family and social worker. Ice Breakers can occur if the child has subsequent moves.

Incident - Any injury to a child or unusual occurrence that impacts the child’s wellbeing.

Individualized Education Plan (IEP): A written plan and legal document that states a child's present level of functioning; specific areas that need special services; annual goals; short-term objectives; services to be provided; and the method of evaluation to be implemented for children 3 to 21 years of age who have been determined eligible for special education

Needs and Service Plan – An appraisal, completed jointly with the FFA social worker (with input from the DCFS social worker), foster parent, and child, if age appropriate, to identify the child’s individual needs and develop a service plan to meeting those needs. The needs and services appraisal will be completed within 30 days of placement, and at minimum of once a year after the initial appraisal.

Parent Engagement – A reunification process of engaging birth parents with foster parents, service providers, and County staff in activities that will result in a successful reunification with their child(ren).

Respite – Short-term care for a foster child(ren) and designed to prevent burn out from the foster parents.

Staffing – A meeting to share information for decision making, case planning, or developing other recommendations regarding services, placement, or other action on behalf of a child or family.

Team Decision Making (TDM) – A meeting that brings together birth parents, foster parents, service providers, agency staff, and facilitators held to make immediate decisions regarding a child’s placement or respond to findings of imminent risks.

TDM Action Plan – An action plan developed in collaboration with the birth parents, foster parents, service providers, and agency staff to meet the needs of the child and support realistic goals for reunification.

Study Student Team – A group formed within the school to further examine a student’s academic, behavioral and social-emotional progress. The SST team can propose interventions for the student. The team usually consists of a teacher, administrator, and support personnel from the school. The student and parent are also a part of the team.

Supervised Visit – A face-to-face contact between the child, child’s family, and the out-of-home care provider. If deemed appropriate by the County or juvenile court, this may include the child’s parent(s), guardian(s), siblings, grandparents, or others.

Whole Family Foster Home – A family home, approved relative caregiver, non-related extended family member’s home, or certified family home that provides foster care for a minor parent and his/her child, and is specifically recruited and trained to assist the minor parent in developing the skills necessary to provide a safe, stable, and permanent home for his/her child.

Unduplicated Client – A child who receives the services stated in the Agreement from the provider for the first time during this contract period.

**Exhibit B to Memorandum of Understanding (MOU)
Between the SACRAMENTO COUNTY DHHS-CPS
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Hereinafter referred to as "COUNTY, and
XYZ, hereinafter referred to as 'FFA'"**

**County of Sacramento
Foster Family Agencies Outcomes Data Report**

Foster Family Agency Name: _____

Reporting Period: _____ Date Report Submitted: _____

Outcome Data Report: *(include only Sacramento County placements in Data)*

- 1a. Total number of children in placement as of the last day of reporting period. _____
- 1b. Total number of short term placements (less than 72 hours) during reporting period. _____
- 1c. Total number of intakes during reporting period. _____
- 1e. Total number of discharges during reporting period. _____
- 1f. Total number of transfers within agency during reporting period. (exclude respite) _____
- 1g. Average length of stay for children in placement during reporting period. _____
(excluding 1b)

Safety Standards

- 2a. Total number of children with new allegations of abuse or neglect during reporting period. _____
- 2b. Total number of children with substantiated allegations of abuse or neglect during reporting period. _____
- 2c. Total number of substantiated CCL violations during reporting period. _____
(exclude those reported in 2a and 2b)

Permanency Standards *(Do not include short term/emergency placements in data)*

- 3a. Total children placed who experienced no placement change from their original date of placement. _____
- 3c. Number of discharges by category:

Reason	#	Reason	#	Reason	#	Reason	#
Reunification		Relative/NREFM		Emancipated		Complaint	
Adoption		To reside with siblings		7 Day Notice		Admin Discharge	
Guardianship		Higher level of Care		AWOL		Other	

Well-Being Standards

- 4a. Total children placed with current physical exams (as per periodicity table). _____
- 4b. Total children placed with current dental exams (as per periodicity table). _____
- 4c. Total number of children in structured extra curricular activities. (for school age children) _____
- 4d. Average number of foster children in each foster home. _____
- 4e. Average number of all children (under 18) in each foster home. _____
- 4f. Total number of children who received a clothing and property inventory review during the final quarter of the reporting period. _____

Narrative:

5a. _____

**Exhibit C to Memorandum of Understanding (MOU)
Between the SACRAMENTO COUNTY DHHS-CPS
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Hereinafter referred to as "COUNTY, and
XYZ, hereinafter referred to as 'FFA'"**

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting CONTRACTOR's indemnification, CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by CONTRACTOR, its agents, representatives, or employees. COUNTY shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the County Risk Manager, insurance provisions in these requirements do not provide adequate protection for COUNTY and for members of the public, COUNTY may require CONTRACTOR to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. COUNTY's requirements shall be reasonable, but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

I. VERIFICATION OF COVERAGE

CONTRACTOR shall furnish COUNTY with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provided certificates.** The County Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of COUNTY and the general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by County before performance commences. COUNTY reserves the right to require that CONTRACTOR provide complete, certified copies of any policy of insurance offered in compliance with these specifications.

II. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- A. **General Liability:** Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by the County Risk Manager.
- B. **Automobile Liability:** Insurance Services Office's Commercial Automobile Liability coverage form CA-0001.
 - 1. Commercial Automobile Liability: Auto coverage symbol "1" (any auto) for corporate/business-owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
 - 2. Personal Lines automobile insurance shall apply if vehicles are individually owned.
- C. **Workers' Compensation:** Statutory requirements of the State of California and Employer's Liability Insurance.
- D. **Professional Liability** or Errors and Omissions Liability insurance appropriate to CONTRACTOR's profession.
- E. **Umbrella** or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

III. MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain limits no less than:

- A. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage:	\$ 100,000

Building Trades Contractors and Contractors engaged in other projects of construction shall have their general liability Aggregate Limit of Insurance endorsed to apply separately to each job site or project, as provided for by Insurance Services Office form CG-2503 Amendment-Aggregate Limits of Insurance (Per Project).

B. Automobile Liability:

1. Commercial Automobile Liability for Corporate/business-owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
2. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

C. Workers' Compensation: Statutory.

D. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

E. Professional Liability or Errors and Omissions Liability: \$1,000,000 per claim and aggregate.

III. DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insured retention that apply to any insurance required by this Agreement must be declared and approved by COUNTY.

IV. CLAIMS MADE PROFESSIONAL LIABILITY INSURANCE

If professional liability coverage is written on a Claims Made form:

- A. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by CONTRACTOR.
- B. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
- C. If coverage is canceled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, CONTRACTOR must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

V. OTHER INSURANCE PROVISIONS

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provision:

A. All Policies:

1. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII. The County Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of COUNTY and the general public are adequately protected.
2. MAINTENANCE OF INSURANCE COVERAGE: The Contractor shall maintain all insurance coverages and limits in place at all times and provide the County with evidence of each policy's renewal ten (10) days in advance of its anniversary date.

Contractor is required by this Agreement to immediately notify County if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. Contractor shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

VII. COMMERCIAL GENERAL LIABILITY AND/OR COMMERCIAL AUTOMOBILE LIABILITY

- A. Additional Insured Status: COUNTY, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insured as respects: liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR; or automobiles owned, leased, hired, or borrowed by CONTRACTOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to COUNTY, its officers, directors, officials, employees, or volunteers.
- B. Civil Code Provision: Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
- C. Primary Insurance: For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be endorsed to be primary insurance as respects: COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, directors, officials, employees, or volunteers shall be excess of CONTRACTOR's insurance and shall not contribute with it.
- D. Severability of Interest: CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- E. Subcontractors: CONTRACTOR shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by CONTRACTOR's subcontractor.

VIII. PROFESSIONAL LIABILITY

Professional Liability Provision: Any professional liability or errors and omissions policy required hereunder shall apply to any claims, losses, liabilities, or damages, demands and actions arising out of or resulting from professional services provided under this Agreement.

IX. WORKERS' COMPENSATION

Workers' Compensation Waiver of Subrogation: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, directors, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers'

compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, directors, officials, employees, agents, or volunteers.

X. PROPERTY

- A. Course of Construction (COC) Waiver of Subrogation: Any Course of Construction (COC) policies maintained by CONTRACTOR in performance of the Agreement shall contain the following provisions:
 - 1. COUNTY shall be named as loss payee.
 - 2. The Insurer shall waive all rights of subrogation against COUNTY.
- B. Inland Marine Waiver of Subrogation: Any Inland Marine insurance policies maintained by CONTRACTOR in performance of the Agreement shall be endorsed to state that the insurer shall waive all rights of subrogation against COUNTY.

NOTIFICATION OF CLAIM

If any claim for damages is filed with CONTRACTOR or if any lawsuit is instituted against CONTRACTOR, that arise out of or are in any way connected with CONTRACTOR's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect COUNTY, CONTRACTOR shall give prompt and timely notice thereof to COUNTY. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

**Exhibit D to Memorandum of Understanding (MOU)
Between the SACRAMENTO COUNTY DHHS-CPS
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Hereinafter referred to as "COUNTY, and
XYZ, hereinafter referred to as 'FFA'"**

Rollover Policy

All foster family agencies and Sacramento County agree to adhere to a policy of **no solicitation or active recruitment** of homes that are certified or licensed by another agency. However, in the event that a currently licensed or certified family contacts your agency and requests information regarding your program, the following steps will occur:

1. The family will be provided basic information regarding your program and their questions will be answered.
 - A. The family will be encouraged to attempt to resolve their issues with their current agency or county
 - B. If this is unsuccessful, the family is encouraged to notify their current agency or county of their intent to pursue certification with another agency.
2. They will receive more in-depth information regarding your agency and foster placement program
3. They will be provided with a copy of this policy
4. Once your agency is reasonably certain that a family intends to pursue certification with your agency and your agency has determined that the family is likely to meet your agency's standards, the following steps must be taken:
 - A. The prospective agency will send a Release of Information to be signed by the family, letting them know that it will be used to obtain information from their current agency. If the family chooses not to sign such an authorization, the prospect agency will not proceed further with the family.
 - B. The signed release form will be sent to the current agency. The prospective agency will contact any current licensing or certifying agencies to discuss the family's desire to pursue certification with their agency. They will also obtain any pertinent information regarding the family, including the backgrounds of any children in placement and the placing agency's opinions about what is in the best interest of the child.
 - C. The prospective agency will contact any placing agencies involved to gather information regarding the current situation of the foster family.
 - D. In all cases where children are currently placed prior to the application with the prospective agency, the review and discussion with the current licensing or certifying agency and with the placing agency must assess the following:
 - a. Is certification of the family by the prospective agency in the best interests of the children placed?
 - b. Is there a plan for an orderly agreed upon transition of the family?
 - c. If the county or other placing agency agrees to the rollover, the current agency will support and help facilitate a smooth transition to the prospective agency. This includes not making threats to remove children due to a possible rollover.
 - d. Families who are currently under investigation for any referral(s) or violation(s) of Community Care Licensing regulations will not be permitted to be certified by the prospective agency until the investigation is finalized.
 - e. The prospective agency will notify the current agency at least seven days prior to the actual date of rollover.
 - f. Staffing

* Health and Safety Code Section 1506.8 Reference Checks. Before certifying a family home, a foster family agency shall contact any foster family agencies by whom an applicant has been previously certified and any state or county licensing offices that have licensed the applicant as a foster parent, and shall conduct a reference check as to the applicant.