

**PUBLIC COMMENTS RECEIVED IN RESPONSE TO POSTING OF
DRAFT FOSTER FAMILY AGENCY (FFA) AND GROUP HOME (GH)
FOSTER CARE SERVICES CONTRACTS**

On April 19, 2007, the Department of Children and Family Services posted draft Foster Family Agency and Group Home Foster Care Services contracts for public comment. Interested parties were invited to review the draft contracts and provide comment beginning April 19, 2007 and ending on May 11, 2007 at 5:00 p.m.

The following comments reflect the feedback received regarding the draft contracts. The comments were edited for format only, and to ensure the anonymity of the sender.

**FFA/GH DRAFT CONTRACT
PUBLIC COMMENTS RECEIVED BY DCFS**

Section Number	PUBLIC COMMENT
FOSTER FAMILY AGENCY MASTER CONTRACT FOR FOSTER CARE	
General Comment	Is there a summary of substantive differences between this contract and the preceding version?
Ts & Cs, Section 6.1.4	We are under the impression that the County does not want us to repay any overpayment until the County specifically requests them, in which case we should not be penalized if the County does not promptly request us to repay these amounts.
SOW, Part C, Performance Outcome Summary Section 2.0 Permanency	Requiring 90% of children to maintain placement stability is an unrealistic goal. As a contractor we can't control life issues (retirement, fatigue, death, divorce) and therefore, shouldn't be held accountable for children being moved from home to home, when there are those circumstances affecting a child's movement. In situations where a child's behavior has challenged a foster family to the point of possible disruption, a progressive solution to the problem would be for DCFS to develop a Foster Wraparound model, which would address changes and possibly prevent disruptions.
SOW, Part C, Performance Outcome Summary Section 3.0 Well-Being	Our Foster children, who are higher risk, should be held to the same graduation rate as LAUSD or the District in which they live.
SOW, Part C, Section 3.1.4	Requiring that Contractors provide intake Services 24 hours per Day, seven Days per week will provide a disservice to the child and the family. If our goal for the child is stability then we must allow the contractor to find the best suitable home for the child and allow the family to have adequate preparation time.
SOW, Part C, Section 3.1.5	The pre-placement visits contradict section 3.1.4, which requires contractors to provide intake Services 24 hours per Day, seven Days per week. Since DCFS is opposed to unnecessary disruptions, then our goal should be to find permanent placement over crisis placement

**FFA/GH DRAFT CONTRACT
PUBLIC COMMENTS RECEIVED BY DCFS**

Section Number	PUBLIC COMMENT
SOW, Part C, Section 3.1.7	If we are required to provide intake Services 24 hours per Day, seven Days per week, how will the contractor be able to comply with Denial of Placement?
SOW, Part C, Section 3.2.3	Will DCFS be able to assist in the monitoring of the visits? If not, will the FFA be compensated for monitoring the visit?
SOW, Part C, Section 3.3.4	If Contractors are going to be required to attend all DCFS Team Decision Making and Permanency planning conferences, a 3-day notice should be provided; otherwise, best efforts should be made depending on scheduling for work and childcare.
Part D, Performance Requirements Summary	Within the same FFA or across the FFA's the 90% goal of placement stability should be more realistic. DCFS is not taking into consideration things that are out of the Contractor's control (i.e. death, divorce, retirement, birth). Additionally, Foster Children should not be held to a higher academic standard than the other children in their school district.

**FFA/GH DRAFT CONTRACT
PUBLIC COMMENTS RECEIVED BY DCFS**

Section Number	PUBLIC COMMENT
MASTER CONTRACT FOR GROUP HOME FOSTER CARE SERVICES	
General Comment	<p>I would like to request additional time for DCFS to receive comments after reviewing these materials. The materials have been available to the public for only two weeks, and since the materials cover nearly 500 pages, a complete and adequate review in such a short time period is very difficult, especially when providers had no idea of the timing of the draft.</p> <p>We are care providers first and foremost, with many responsibilities to our clients and agencies.</p> <p>I would respectfully request an additional 30 days to allow providers to give input on a complex set of changes proposed to this program.</p>
General Comment	<p>As was the case in the last RFSQ process, will potential contractors that receive approval to have their group home program developed by the DCFS and move on to the pre-contracting phase, be subject to losing DCFS support at any time prior to receiving a letter of support from the County, should the County's out-of-home care placement needs change? If so, will the County attach a disclaimer to the RFSQ this time, so that potential contractors will be forewarned prior to making substantial time and financial investments upon receiving approval of their program concept.</p>
General Comment	<p>Unlike the last RFSQ process, will there be a clear procedure on how to obtain a letter of support from the County, and if so, will there be staff in place in the Contracts Management Department that have the ability to correctly interpret and convey said procedure to prospective contractors?</p>
General Comment	<p>What preference, in any, will be afforded to prospective contractors that received then lost County support for program development in the last RFSQ process due to the aforementioned "placement needs change"?</p>

**FFA/GH DRAFT CONTRACT
PUBLIC COMMENTS RECEIVED BY DCFS**

Section Number	PUBLIC COMMENT
General Comment	What is DCFS' perception of how the last RFSQ process was handled by Contracts Management, whereas, some 25 or so group home programs in development never received their support letters due to staff turnover and/or confusion on the procedures for obtaining County support letters?
General Comment	I am writing to request consideration for carving a special niche for non-profit group homes serving the developmentally disabled, so that these facilities are not unnecessarily burdened by the additional requirements of the DCFS GH Contracts, and still provide assurance to the county that the children's needs are being met.
Ts & Cs, Sub-section 17.2	It would be extremely helpful and beneficial to everyone involved in working with placed youth if the County would take the time to make one standard form that all group homes would use as a format for Quarterly Reports and Needs and Service Plans. This one area is so critical to the most effective treatment of youth and from reading the auditor controller reports online, it appears most group homes fail to get it right. It is also frustrating that the current form is so ineffective and useless yet group homes are required to use it as it is a CCL form. Its time to update! The quality of reports is so different from home to home yet this is an easy fix with a "standard" form that contains all the required info.
SOW	County should clarify issue regarding youth who AWOL from a facility and how many days they must be away from the facility before payment for them stops. Right now, when a child runs away, the home is required to keep their bed open for 7 days in case they return yet if the child is replaced the next day at some other home by command post and the CSW fails to notify the agency where the child ran away, the child's bed is kept open but the group home is not paid since the child was replaced. CSW's who fail to notify an agency to close a bed due to replacement during AWOL should allow for payment of that bed until closed.

**FFA/GH DRAFT CONTRACT
PUBLIC COMMENTS RECEIVED BY DCFS**

Section Number	PUBLIC COMMENT
SOW, Part C, Section 3.4.5	County should clarify responsibility of the group home in administering and obtaining psychotropic authorization forms for medication to clients. The psychiatrists prescribe the meds and sign the form. The psychiatrist faxes the form to the court. The Group homes are being held liable for not having court log numbers despite their lack of authority in:: making::: the psychiatrist do his job??? Group homes should not be cited when they have in good faith made every attempt to obtain this documentation and have evidence of their efforts. If a child requires med's, that should be the doctors call, not delayed because of paperwork. Psychiatrists who accept Medi-cal are rare and this is causing a major issue for placed youth and complying with requirements.
SOW, Part C, Section 3.2.7	Emancipation funds to high school graduates are not being administered in a timely manner. This delay is causing youth to pay a higher amount for items like caps, gowns, rings, pictures, etc because the money is taking on average 3-4 months longer than it should. Many clients are unable to buy books for college because ILP has not released funds owed. It is very difficult and frustrating to get the attention of ILP workers and it takes several phone calls to get a return call or action. This is inexcusable and County should make it a priority to make certain youth have what they need to move to the next step at the time of graduation.
SOW, Part C, Section 3.1.4	Children are not coming into placement with any binders or black folders and County stopped this step and never notified the providers. It would be most helpful if children have his/her own binder with County identification that will follow them from placement to placement. This is not happening.
SOW, Part C, Section 3.7	Transportation is a big issue! Small group homes are unable to provide transportation to court hearings and all day events as other children in the home require being picked up from school, etc. CSW's are routinely requiring group homes to transport to court hearings (for prior criminal offenses) and even bring the children to DCFS offices to do visits. This should not be forced upon placements.
SOW, Part C, Section 3.1.1 (d)	In providing County Worker with the information requested in this section is there a time frame as to how far back this has to go? Is this limited to licensing citations; include closed cases, or on-going investigations? The wording is such that it can leave it open to a very wide interpretation and needs to be clarified.

**FFA/GH DRAFT CONTRACT
PUBLIC COMMENTS RECEIVED BY DCFS**

Section Number	PUBLIC COMMENT
SOW, Part C, Section 3.1.1 (f)	To what extent would this infringe on the rights of the clients? Are we just discussing with the CSW the general make up of the cottage and if we had any concerns with mixing certain types of clients together (ie. Someone who violent acts out in a mom/baby cottage)?
SOW, Part C, Section 3.2.5 (d)	In this case the use of the word “sufficient” is vague and is open to interpretation. Please clarify.
SOW, Part A, Section 5.3.2 (b):	If each social worker’s caseload is not to exceed 12 Placed Children, what is the policy if a social worker is sick or on vacation? We want to be able to temporarily increase caseloads in time of illness, vacation or recruiting for staff openings.
SOW, Part A, Section 6.3 ¶ 2:	Please define what you mean by criminogenic needs?
SOW, Part A, Section 6.4:	If the child does not have CANS at intake, what is the timeline for the contractor to provide?
SOW, Part B, Sections 2.3 & 2.4 (2):	Our current RCL Rates don’t cover mental health treatment services. Specific mental health services are currently provided through a DMH contract. This piece should be stricken from the contract unless DCFS is planning to fund it with increased dollars.
SOW, Part C, Performance Outcome Summary Section 1.0 (Child-to-child injuries...)	The current population presents with greater acuity of problems including severe impulsivity and aggression. The outcome measurement criterion doesn’t take such volatility into account but rather will place blame on the agency even when children are well supervised. Requiring the group home injuries not to exceed 2% is setting the group home up for failure.
SOW, Part C, Section 1.5.1 (c) footnote 5:	How many children under the age of 18 residing in Group Homes currently have domestic partners or significant others? Does significant other suggest that a boyfriend or a girlfriend can participate? This footnote appears to be an adult regulation that was not modified to address the current child population.

**FFA/GH DRAFT CONTRACT
PUBLIC COMMENTS RECEIVED BY DCFS**

Section Number	PUBLIC COMMENT
SOW, Part C, Section 1.5.3 (a):	Can CCL recommend a model on how protect staff from violent children, who may or may not be HIV+, who spit blood and mucus into the faces of staff during a restraint?
SOW, Part C, Performance, Section 2.0 Outcome Summary (Stability of children in family...)	As a service provider we should not be held responsible for what we can't control. Once a child has been successfully discharged and the family has been provided with a Needs & Service Plan, the family or caregiver should carry responsibility for engaging services in the community to maximize the gains made while the child was in out of home care.
SOW, Part C, Section 2.1.1 (b) (4):	A blanket requirement that group home staff should monitor the visits as needed is an unrealistic expectation due to staffing and the amount of overtime, which would be incurred. We do not have the staff to provide monitoring services; however, if the County would reimburse the agency for such services, plans could be made that would not compromise the staffing needs for the other children in care.
SOW, Part C, Section 2.1.1 (c) ¶ 2	This should not be the role of the Contractor. Adoption is a specialized service and should be addressed by those with an expertise in the area of permanence. The County should be the responsible party providing counseling, support and education of the Placed Child, especially in the intricacies of the Adoption Assistance Program.
SOW, Part C, Section 2.1.1 (d):	Will the county be providing additional financial help to an agency to ensure that all monitoring visits don't compromise the supervision of the other children in care?
SOW, Part C, Section 2.1.1 (e):	If agency staff "shall" attend TDM meetings, we would like to request a 3-day advance notice. The requirement does not respect the staffing issues in-group care.
SOW, Part C, Section 2.1.1 (f):	Should also state, at the end of the paragraph, "which does not exhaust agencies' resources".

**FFA/GH DRAFT CONTRACT
PUBLIC COMMENTS RECEIVED BY DCFS**

Section Number	PUBLIC COMMENT
SOW, Part C, Section 2.1.2 (a):	Who would we submit our Needs and Services Plan/Quarterly Report format to, in order to get pre-approval? What is the turn around time for the pre-approval process?
SOW, Part C, Section 2.2.3 (m):	Transportation should be provided within reason.
SOW, Part C, Section 2.3:	Can our current staff be assigned to serve in this capacity?
SOW, Part C, Performance Outcome Summary Section 3.0 (Placed children enrolled...)	With regard to the target range of 83% of Placed Children increasing scores/attendance, the Contractors should not be held responsible for the local schools' performance, when we are required to send Placed Children to off-ground schools if they do not have an IEP. However we can insure that the Placed Child will be transported to the off-grounds school.
SOW, Part C, Section 3.1.2 (e)	Requiring Contractors to provide intake Services 24 hours per Day, seven Days per week will compromise the safety of the child, and the safety of the other children in the facility. Because we are a treatment program, not a crisis intervention program, we would be unable to effectively assess the child needing care. This requirement also contradicts point (c) which states that, the contractor should determine if the Group Home can meet the needs of the child before accepting them
SOW, Part C, Section 3.3.4 (d):	The line should also state, "as long as the Placed Child is not being a danger to self or others".
SOW, Part C, Section 3.11.5 (b):	Define clothing loss. If a child loses a sock and a t-shirt within the six-month period are we required to report it? Should the missing items carry a certain value prior to notification and documentation?
SOW, Part C, Section 3.11.6 ¶ 3:	Can the personal belongings be mailed to the Probation Officer at County's expense? After 60 days of storing the personal belongings, and making diligent effort to contact parents can the items be destroyed without liability on the provider's parts?

**FFA/GH DRAFT CONTRACT
PUBLIC COMMENTS RECEIVED BY DCFS**

Section Number	PUBLIC COMMENT
SOW, Part C, Section 3.13.2 (b):	If the Contractor is allowed to apply monetary consequences can we take up to 50% of their allowance in any given week to pay for damages a child has caused through intentional acts of violence and/or destruction?
SOW, Part D, Performance Requirement Summary	The County's Actions for Unmet Performance Targets are unrealistic. They fail to take into account the impulsivity and acuity of the children in care. Any event will bring about an administrative review. Additionally, the Performance Targets presume that there are homes available for all children. The decision making for when children leave is up to the County Social Worker or Probation Officer, not the Contractor. The Performance Targets are not taking into consideration natural life occurrences, which may lead to several placements.