



PATRICIA S. PLOEHN, LCSW
Director

County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

425 Shatto Place, Los Angeles, California 90020
(213) 351-5602

May 9, 2008

Board of Supervisors
GLORIA MOLINA
First District
YVONNE B. BURKE
Second District
ZEV YAROSLAVSKY
Third District
DON KNABE
Fourth District
MICHAEL D. ANTONOVICH
Fifth District

Dear Prospective THPP and THP-Plus Service Providers:

NOTIFICATION OF POSTING OF ADDENDUM NUMBER ONE TO REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ) #CMS 08-002/010 FOR TRANSITIONAL HOUSING PLACEMENT PROGRAM (THPP) AND TRANSITIONAL PROGRAM FOR EMANCIPATED FOSTER/PROBATION YOUTH (THP-PLUS), AND RESPONSE TO QUESTIONS AND ANSWERS TO THE THPP AND THP-PLUS PROPOSERS' CONFERENCE

This is to inform you that Addendum Number One to RFSQ #CMS 08-022/010 for THPP and THP-Plus and answers to the THPP and THP-Plus Proposer's Conference have been posted on the Los Angeles County Website at www.lacounty.info and the DCFS Website at www.lacdcfs.org.

The closing date and time for SOQ submission is **Thursday, May 29, 2008 at 6:00 P.M. Local Time**. Submissions received after this deadline **will not** be accepted or considered. It is the sole responsibility of the Prospective Contractor to see that its SOQ is properly received at the following address before the submission deadline:

County of Los Angeles
Department of Children and Family Services
Contracts Administration
425 Shatto Place, Room 400
Los Angeles, CA 90020

Attn: Walter Chan, Manager

Sincerely,

WALTER CHAN
Contract Manager

WC:RML:jar

"To Enrich Lives Through Effective and Caring Service"



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Addendum Number One is issued by the County of Los Angeles Department of Children and Family Services (DCFS) to all holders of the Transitional Housing Placement Program (THPP) and Transitional Program for Emancipated Foster/Probation Youth (THP-Plus) RFSQ # CMS-08-002/010, released on April 16, 2008. Addendum Number One amends sections of the RFSQ as provided below.

Also included in this correspondence are the Questions and Answers (Q and A) from the Proposers' Conference held on May 1, 2008 (Attachments I and II). These Q and A are incorporated and made part of the addendum to the RFSQ.

A prospective contractor's failure to incorporate the requirements of this Amendment Number One may result in the proposal(s) not being considered, as determined at the sole discretion of the County.

The following changes/additions are being made to the RFSQ:

1. RFSQ, TABLE OF CONTENTS, PART A – GENERAL INFORMATION, Section 12 is amended to read as follows:

12.0 ~~SPARTA PROGRAM~~ INTENTIONALLY LEFT BLANK 18

2. RFSQ, INTRODUCTION, Section 6.0, PROSPECTIVE CONTRACTOR'S MINIMUM QUALIFICATION, subsection 6.5, paragraphs 6.5.3 through 6.5.5 are amended to read as follows:

~~6.5.3 Two (2) years experience within the last six (6) years as a CCLD licensed THPP provider, of which one (1) year must be consecutive experience.~~

~~6.5.4~~ 6.5.3 Prospective THPP Contractor shall not currently have or had in the past two (2) years any "compliance plans" with the CDSS-CCLD. Prospective Contractor must be in good standing, must not have current and prior "Do Not Refer" (DNR) or "Do Not Use" status. Prospective Contractors who are on Probationary Status cannot submit a Statement of Qualification.

~~6.5.5~~ 6.5.4 Prospective THPP Contractor must provide a current AFDC-FC rate letter from the CDSS Foster Care Funding and Rates Bureau.

3. RFSQ, INTRODUCTION, Section 6.0, PROSPECTIVE CONTRACTOR'S MINIMUM QUALIFICATION, subsection 6.6, paragraphs 6.6.4 has been added and reads as follows:

6.6.4 Prospective THP-Plus Contractor must be in good standing, must not have current and prior "Do Not Refer" (DNR) or "Do Not Use" status. Prospective Contractors who are on Probationary Status cannot submit a Statement of Qualification.

4. RFSQ, INTRODUCTION, Section 9.0, OVERVIEW OF SOLICITATION DOCUMENT, PART B, INSTRUCTIONS TO PROSPECTIVE CONTRACTORS is amended to read as follows:

PART B - ~~INSTRUCTIONS TO PROSPECTIVE CONTRACTORS~~ INSTRUCTIONS FOR SUBMITTING STATEMENT OF QUALIFICATIONS (SOQ): Contains instructions to Prospective Contractors on how to prepare and submit their Statement of Qualifications (SOQ).

5. RFSQ, PART A, GENERAL INFORMATION, Section 6.0, PROSPECTIVE CONTRACTOR'S WRITTEN QUESTIONS, subsection 6.1 is amended to read as follows:

6.1 Prospective Contractors may submit written questions regarding this RFSQ by mail, fax, e-mail or by hand delivery. **All questions shall be received by COUNTY by the adjournment of the Prospective Contractors' Conference on May 1, 2008.** Any questions received after the adjournment of the Prospective Contractors' Conference (see Section ~~40-0~~ 7.0 below) will not be addressed or accepted.

6. RFSQ, PART A, GENERAL INFORMATION, Section 9.0, PROTEST PROCESS, subsection 9.3 is amended to read as follows:

9.3 Grounds for Review

Unless state or federal statutes or regulations otherwise provide, the grounds for review of any departmental determination or action should be limited to the following:

- Review of Solicitation Requirements (PART B, ~~INSTRUCTIONS FOR SUBMITTING PROPOSALS~~ INSTRUCTIONS FOR SUBMITTING STATEMENT OF QUALIFICATIONS (SOQ), Section 6.0, Solicitation Requirements Review).
- Review of a Disqualified Proposal (PART C, ~~SELECTION PROCESS AND PROPOSAL EVALUATION CRITERIA~~ SOQ REVIEW, QUALIFICATION PROCESS AND SELECTION, Section 2.0, Disqualification Review).

7. RFSQ, PART A, GENERAL INFORMATION, Section 11.0, INDEMNIFICATION AND INSURANCE is amended to read as follows:

11.0 INDEMNIFICATION AND INSURANCE

Prospective Contractor shall be required to comply with the indemnification provisions contained in RFSQ, Part E, Sample THP-Plus Contract, Part I, Unique Terms and Conditions, Section ~~46-0~~ 14.0, or Part F, Sample THPP Contract, Part I, Unique Terms and Conditions, Section ~~43-0~~ 12.0. Contractor shall procure, maintain, and provide to COUNTY proof of insurance coverage for all the programs of insurance along with associated amounts specified in Part E, Sample THP-Plus Contract, Part I, Unique Terms and Conditions, Section 6.0 for THP-Plus, or Part F, Sample THPP Contract, Part I, Unique Terms and Conditions, Section 6.0 for THPP.

8. RFSQ, PART A, GENERAL INFORMATION, Section 12.0, SPARTA PROGRAM is amended to read as follows:

12.0 SPARTA PROGRAM INTENTIONALLY LEFT BLANK

~~A COUNTY Program, known as "SPARTA" (Service Providers, Artisan and Tradesman Activities) may be able to assist Prospective Contractors in obtaining affordable liability insurance. The SPARTA Program is administered by COUNTY'S insurance broker, Municipality Insurance Services, Inc.~~

~~For additional information, a Prospective Contractor may call (800) 420-0555 or contact them through their web address: www.2sparta.com.~~

9. RFSQ, PART A, GENERAL INFORMATION, Section 24.0, COUNTY POLICY ON DOING BUSINESS WITH SMALL BUSINESSES, subsection 24.2 is amended to read as follows:

24.2 The Jury Service Program provides exceptions to the Program if a company qualifies as a Small Business. It is important to note that each Program has a different definition for Small Business. You may qualify as a Small Business in one Program but not the other. Further explanation of the Jury Service Program is provided in RFSQ, Part A, General Information, Section ~~26.0~~ 21.0 of this RFSQ.

10. RFSQ, PART B, INSTRUCTIONS FOR SUBMITTING STATEMENT OF QUALIFICATIONS (SOQ), Section 1.0, OVERVIEW OF PROSPECTIVE CONTRACTOR'S PROCEDURES, subsection 1.2 is amended to read as follows:

1.2 All SOQs shall include the items, forms, and information requested in RFSQ, PART B, Section ~~9.0~~ 10.0, SOQ Components: Required Forms, Documents, and Contents.

11. RFSQ, PART B, INSTRUCTIONS FOR SUBMITTING STATEMENT OF QUALIFICATIONS (SOQ), Section 2.0, SOQ REQUIREMENTS, subsection 2.2 is amended to read as follows:

2.2 The original SOQ and three (3) copies shall be submitted in accordance with Part B, Section ~~8.0~~ 9.0, SOQ Format.

12. RFSQ, PART B, INSTRUCTIONS FOR SUBMITTING STATEMENT OF QUALIFICATIONS (SOQ), Section 9.0, SOQ FORMAT, subsection 9.1 is amended to read as follows:

9.1 A complete **original SOQ and three (3) copies** shall be submitted for either or both THP-Plus and THPP services. The original SOQ shall be typewritten or word-processed with a one inch (1") margin on all sides, single-spaced, and on 8-1/2" x 11" white bond paper. Each original SOQ and its copies shall be placed in a separate three-ring binder for a total of ~~three (3)~~ four (4) three-ring binders. Each binder shall have tabs for each section number of the SOQ. SOQs and all documents submitted in connection with this RFSQ shall be securely bound in a three-ring binder which can be easily opened and closed, for the removal of material by COUNTY, reasonably identified by Prospective Contractor as "Trade Secrets," "Confidential," or "Proprietary." No paper clipped, stapled, or rubber banded copies shall be accepted. All SOQ pages shall be clearly and consecutively numbered.

13. RFSQ, PART B, INSTRUCTIONS FOR SUBMITTING STATEMENT OF QUALIFICATIONS (SOQ), Section 9.0, SOQ FORMAT, subsection 9.1, paragraph 9.1.3 is amended to read as follows:

9.1.3 Prospective Contractor for the THPP services need to submit four (4) copies of their approved CDSS program statement and/or for the THP-Plus services need to submit four

(4) copies of their County approved Provider Plan as required under RFSQ, Part ~~D~~ B, Section 10.0 SOQ Components: Required Forms, Documents, and Contents, ~~Section 9.3 subsection 10.4, paragraph 10.4.1~~.

14. RFSQ, PART B, INSTRUCTIONS FOR SUBMITTING STATEMENT OF QUALIFICATIONS (SOQ), Section 10.0, SOQ COMPONENTS: REQUIRED FORM, DOCUMENTS, AND CONTENTS is amended to read as follows:

10.0 SOQ COMPONENTS: REQUIRED FORMS, DOCUMENTS, AND CONTENTS

The SOQ must adhere to the content and sequence specified herein, clearly identifying and labeling the SOQ with section and title designations, as indicated below. Any SOQ that deviates from this format may be rejected without review at the County's sole discretion.

- Table of Contents
- Section A – Contractor's Organization Questionnaire Affidavit – Form I
- Section B – Required Forms – Forms 1a-19
- Section C – Required Documents
- Section D – Last Page of SOQ

9.1 10.1 Table of Contents

The Table of Contents shall be a comprehensive listing of material included in the SOQ. This section must include a clear definition of the material identified by sequential page numbers and by section reference numbers.

9.2 10.2 Contractor's Organization Questionnaire/Affidavit (Section A)

The prospective Contractor shall complete, sign and date the Contractor's Organization Questionnaire/Affidavit – Form 1 as set forth in RFSQ, Part D, SOQ Components: Required Forms, Documents, and Contents.

The person signing the form must be authorized to sign on behalf of the prospective Contractor and to bind the applicant in a Master Contract.

9.3 10.3 Required Forms (Section B)

9.3.1 10.3.1 Include the following forms as provided in RFSQ, PART D, SOQ Components: Required Forms, Documents, and Contents. Complete, sign and date all forms.

- Form 1-A Prospective Contractor's Administration
- Form 2-A Proposed THPP Service Delivery Sites
- Form 2-B Proposed THP-Plus Service Delivery Sites
- Form 3 List Names of Current Members of Board of Directors/Other Agencies
- Form 4 Board of Directors Resolution
- Form 5 Community Business Enterprise Program (CBE)
- Form 6 Prospective Contractor's/Offeror's Equal Employment Opportunity (EEO) Certification
- Form 7 Certification of No Conflict of Interest
- Form 8 Familiarity with the County Lobbyist Ordinance Certification
- Form 9 Prospective Contractor's Certification
- Form 10 Prospective Contractor's Certification of Ownership and Financial Interest

- Form 11 County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification
- Form 12 Prospective Contractor Acknowledgement and Confidentiality Agreement
- Form 13 Attestation of Willingness to Consider Gain/Grow Participants
- Form 14 Charitable Contributions Certification
- Form 15 Certification of Fiscal Compliance
- Form 16 List of Commitments
- Form 17 Recent Performance History
- Form 18 Involvement in Litigation and/or Contract Compliance Difficulties
- Form 19 Offer to Perform and Acceptance of Terms and Conditions

9.4 10.4 Required Documents (Section C)

9.4.1 10.4.1 Prospective Contractor must submit the following required documents as indicated in this section of the RFSQ.

- C1. Certified Copy of the most recent California Statement of Information Form filed within the last two years.
- C2. A copy of the organization's Internal Revenue Service (IRS) 501 (c)(3) Nonprofit Corporation Status Letter
- C3. A copy of the organization's State of California Franchise Tax Board nonprofit determination letter.
- C4a. Copies of the Community Care Licensing Division (CCLD) license for each facility covered by this Contract for Transitional Housing Placement Program (THPP) providers
- C4b. Copy of the County (DCFS) pre-certification as a Transitional Housing Program for Emancipated Foster/Probation Youth (THP-Plus) provider
- C5. For Prospective Contractor of THPP, a copy of the organization's Rate Letter from the State.
- C6. A copy of the organization's line item budget per participant.
- C7. Copies of the organization's most current and prior two audited Financial Statements. If Audited Financial Statements are not available, the County will accept the following in lieu of the Audited Financial Statements: Balance Sheet (Statement of Financial Positions); Income Statement (Statement of Operations); and the Retained Earnings Statement and/or Un-Audited Financial Statements. However, Proposers must explain the reason(s) for not providing Audited Financial Statements.
- C8. Prospective Contractor must provide proof of insurability that meets all insurance requirements set forth in RFSQ, Part E, Sample THP-Plus Contract, Part I, Section 6.0 and/or RFSQ, Part F, Sample THPP Contract – Part I, Section 6.0 Insurance Requirements. If a prospective Contractor does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage

- should the prospective Contractor be selected to receive a Master Contract award may be submitted with the SOQ. **(Prior to execution of a Master Contract, prospective Contractor must be compliant with the Contract insurance requirements).**
- C9. **THPP Prospective Providers** must submit 4 copies of their CDSS approved Program Statement.
 - C10. **THP-Plus Prospective Providers** must submit 4 copies of their County approved Provider Plan.
 - C11. THP-Plus Prospective Providers must submit a resume and a program narrative of the organization's past and present experience, including dates, in providing transitional housing and/or case management services to transition aged youth. The narrative must include a description of the population served, and a description of the services provided in the areas of independent living skills including budgeting and money management, educational advocacy and support, and employment training and support.
 - C12. THPP Prospective Providers must submit a resume and a program narrative of the organization's past and present experience, ~~including dates, as a CCLD licensed THPP provider.~~ The narrative must include a description of the population served, and a description of the services provided in the areas of independent living skills including budgeting and money management, educational advocacy and support, and employment training and support.
 - C13. THP-Plus Prospective Providers whose transitional housing and/or case management experience has been gained through the provisions of services from another organization or agency must submit a letter certifying the experience. The experience letter shall be provided on the organization/agency letterhead and signed under penalty of perjury by the Executive Director or designee.

9.5 10.5 Section D, Last Page of SOQ Form 20

The last page of the SOQ must list names of all persons having any right or interest in this Contract or the proceeds thereof. The page must include the signature of the person(s) authorized to bind the prospective Contractor in a Contract.

- 15. RFSQ, PART C, SOQ REVIEW, QUALIFICATION PROCESS AND SELECTION, Section 1.0, REVIEW PROCESS, subsection 1.1 is amended to read as follows:
 - 1.1 Adherence to Format

The SOQ shall adhere to the specific format and order outlined in PART B, INSTRUCTIONS FOR SUBMITTING SOQ, Section ~~9.0~~ 10.0, SOQ Components: Required Forms, Documents, and Content. Failure of Prospective Contractor to adhere to this format may eliminate the SOQ from further consideration.
- 16. RFSQ, PART C, SOQ REVIEW, QUALIFICATION PROCESS AND SELECTION, Section 1.0, REVIEW PROCESS, subsection 1.4 is amended to read as follows:
 - 1.4 Required Forms (Section B)

All required forms must be included in the SOQ as specified in RFSQ, PART B, INSTRUCTIONS FOR SUBMITTING SOQ, Section 9.0 10.0, SOQ Components: Required Forms, Documents, and Content.

17. RFSQ, PART C, SOQ REVIEW, QUALIFICATION PROCESS AND SELECTION, Section 1.0, REVIEW PROCESS, subsection 1.5 is amended to read as follows:

1.5 Required Documents (Section C)

County shall review all documents listed in Sub-section ~~9.3.4~~ 10.3.1

~~4.5~~ 1.6 Proof of Insurability

COUNTY staff will review and verify the proof of insurability provided in Section D of the SOQ.

18. RFSQ, PART D, SOQ COMPONENTS: REQUIRED FORMS, DOCUMENTS, AND CONTENT, Section A, CONTRATOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT – FORM 1, page 3 is amended to read as follows:

REQUIRED FORMS – FORM 1

CONTRACTOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Prospective Contractors attempting to qualify for THPP services must meet these additional requirements:

Yes No Sub-paragraph 6.5.1

Prospective Contractor must have an administrative office and housing located in Los Angeles County.

Yes No Sub-paragraph 6.5.2

A current THPP license issued by California Department of Social Services (CDSS) Community Care Licensing Division (CCLD), pursuant to Health and Safety Code Section 1559.110, and Title 22, Division 6, Chapter 7. No provisional licenses will be accepted.

~~Yes No Sub-paragraph 6.5.3~~

~~Two (2) years experience within the last six (6) years as a CCLD licensed THPP provider, of which one (1) year must be consecutive experience.~~

Yes No Sub-paragraph 6.5.4

Prospective THPP Contractor shall not currently have or had in the past two (2) years any "compliance plans" with the California Department of Social Services, Community Care Licensing Division (CCLD). Prospective Contractor must be in good standing, must not have current and prior "Do Not Refer" (DNR) or "Do Not Use" status. Prospective Contractors who are on Probationary Status cannot submit a SOQ.

Yes No Sub-paragraph 6.5.5

Prospective Contractor must provide a current AFDC-FC rate letter from the CDSS, Foster Care Funding and Rates Bureau.

Prospective Contractors attempting to qualify for THP-Plus services must meet these additional requirements:

Yes No Sub-paragraph 6.6.1 Prospective Contractors of THP-Plus must become pre-certified by the County. (Refer to RFSQ Part A, General Information, Section 2.0 re: Pre-Certification Requirements by the County)

19. RFSQ, PART D, SOQ COMPONENTS: REQUIRED FORMS, DOCUMENTS, AND CONTENT, Section A, CONTRATOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT – FORM 1, page 4 is amended to read as follows:

REQUIRED FORMS – FORM 1

CONTRACTOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Yes No Sub-paragraph 6.6.2 Prospective Contractor shall have two (2) years experience within the last five (5) years as a transitional housing provider or two (2) years experience providing case management services to transition aged youth.

Yes No Sub-paragraph 6.6.3 Prospective Contractor shall ensure that their program is clearly distinguishable from those that are required to be license as an Adult Residential facility under Health and Safety Code Section 1502(a)(1) or Health and Safety Code Section 1503.5(a).

Yes No Sub-paragraph 6.6.4 Prospective Contractor must be in good standing, must not have current and prior "Do Not Refer" (DNR) or "Do Not Use" status. Prospective Contractors who are on Probationary Status cannot submit a Statement of Qualification.

Prior to contract execution, Prospective Contractor certifies to:

1. Provide proof of original insurance to the programs he/she is attempting to qualify as specified in RFSQ, Part E, Sample THP-Plus Contract, and/or Part F, Sample THPP Contract, Part I, Section 5.0, General Insurance Requirements.
 2. Have housing locations located in Los Angeles County for THP-Plus providers.
 3. Have a computer with all the basic components including, but not limited to; monitor, keyboard, mouse Intel Xeon processor or higher, 512 MB RAM or higher, 80 GB Hard Drive, and internet access.
20. RFSQ, PART D, SOQ COMPONENTS: REQUIRED FORMS, DOCUMENTS, AND CONTENT, Section C, Required Documents listing is amended to read as follows:

**REQUEST FOR STATEMENT OF QUALIFICATIONS
THP-Plus / THPP**

SECTION C - REQUIRED DOCUMENTS

(Prospective Contractor must submit the following required documents in the order as listed below)

Documents No	DESCRIPTION
C1	Certified Copy of the California Statement of Information
C2	Organization's Internal Revenue Service (IRS) 501 (c)(3) Non-Profit Corporation Status Letter
C3	Organization's State of California Franchise Tax Board Non-Profit determination letter.
C4a	Copies of the Community Care Licensing Division (CCLD) license for each facility covered for Transitional Housing Placement Program (THPP)
C4b	Copy of the County (DCFS) pre- certification as a Transitional Housing Program for Emancipated Foster/Probation Youth (THP-Plus) provider
C5	Copy of the organization's Rate Letter from the State
C6	Copy of the organization's line item budget for each placement/participant (For Sample Line Item Budget, refer to Master Contract Exhibit B-2)
C7	Copies of the organization's most current and prior two year's Audited Financial Statements
C8	Proof of insurability that meets all insurance requirements set forth in RFSQ Part E, Sample THP-Plus contract, Part I, Section 5.0, and/or RFSQ Part F, Sample THPP Contract, Part I, Section 5.0, General Insurance Requirements. If a prospective Contractor does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the prospective Contractor be selected to receive a Master Contract award may be submitted with the SOQ. (Prior to execution of a Master Contract, prospective Contractor must be compliant with the Contract insurance Requirements)
C9	Prospective THPP Contractor's Program Statement (4 copies)
C10	Prospective THP-Plus Contractor's Provider Plan (4) copies
C11	THP-Plus Prospective Providers must submit a resume and a program narrative of the organization's past and present experience, including dates, in providing transitional housing and/or case management services to transition aged youth. The narrative must include a description of the population served, and a description of the services provided in the areas of independent living skills including budgeting and money management, educational advocacy and support, and employment training and support.
C12	THPP Prospective Providers must submit a resume and a program narrative of the organization's past and present experience, including dates, as a CCLD licensed THPP provider. The narrative must include a description of the population served, and a description of the services provided in the areas of independent living skills including budgeting and money management, educational advocacy and support, and employment training and support.
C13	<u>THP-Plus Prospective Providers whose transitional housing and/or case management experience has been gained through the provisions of services from another organization or agency must submit a letter certifying the experience. The experience letter shall be provided on the organization/agency letterhead and signed under penalty of perjury by the Executive Director or designee.</u>

21. RFSQ, PART E, SAMPLE CONTRACT AND EXHIBITS FOR THP-PLUS, PART I: UNIQUE TERMS AND CONDITIONS, Section 1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS, subsection 1.1 is amended to read as follows:
 - 1.1 This Contract and the Exhibits hereto, constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, Standard Terms and Conditions, Section 7.0, Change Notices and Amendments, and signed by both parties.
22. RFSQ, PART E, SAMPLE CONTRACT AND EXHIBITS FOR THP-PLUS, PART I: UNIQUE TERMS AND CONDITIONS, Section 1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS, subsection 1.5, paragraph NN is amended to read as follows:

NN. un-Expended Funds or “un-Expended” - means THP-Plus funds, received through this Contract, which are retained and not spent by CONTRACTOR in accordance with Part I: Unique Terms and Conditions, Section ~~40-0~~ 11.0, Use of Funds, Subsection ~~40-5~~ 11.5 of this Contract.
23. RFSQ, PART E, SAMPLE CONTRACT AND EXHIBITS FOR THP-PLUS, PART I: UNIQUE TERMS AND CONDITIONS, Section 4.0, CONTRACT SUM, subsection 5.8 is amended to read as follows:
 - 5.8 CONTRACTOR has prepared and submitted to COUNTY a budget segregating direct and indirect costs for the work to be performed by CONTRACTOR under this Contract, hereinafter referred to as “Budget”. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. This Budget is attached hereto and incorporated by reference herein as Exhibit B-2, Line Item Budget. CONTRACTOR represents and warrants that the Budget is true and correct in all respects, and services shall be delivered hereunder in accordance with the Budget. In the event the Maximum Contract Sum is increased or modified pursuant to Part II: Standard Terms and Conditions, Section 7.0, Change Notices and Amendments, hereof, CONTRACTOR shall prepare and submit an amended Budget.
24. RFSQ, PART E, SAMPLE CONTRACT AND EXHIBITS FOR THP-PLUS, PART I: UNIQUE TERMS AND CONDITIONS, Section 11.0, USE OF FUNDS, subsection 11.4 is amended to read as follows:
 - 11.4 CONTRACTOR shall Expend THP-Plus funds on reasonable and allowable Expenditures in providing the necessary care and Services, as specified in this Contract, for THP-Plus participants. The determination of reasonable and allowable Expenditures shall be in accordance with OMB Circular A-122; Manual of Policy and Procedures, Sections 11-400, and 11-410; and 45 CFR 74.27 and the Auditor-Controller Contract Accounting and Administration Handbook (Attachment E). Any THP-Plus funds not Expended in accordance with the above will be disallowed on monitoring/audit, and will require repayment by CONTRACTOR. Any dispute regarding repayment of funds is subject to the provisions outlined in ~~Section 14.0, Dispute Resolution Procedure.~~ Part II: Standard Terms and Conditions, Section 39.0, Notice of Dispute.
25. RFSQ, PART E, SAMPLE CONTRACT AND EXHIBITS FOR THP-PLUS, PART I: UNIQUE TERMS AND CONDITIONS, Section 17.0, HOLD STATUS, DO NOT REFER STATUS, DO NOT USE STATUS, CORRECTIVE ACTION PLAN, subsection 17.4 is amended to read as follows:

17.4 Do Not Use Status

Notwithstanding any other provision of this Contract, COUNTY retains the right to remove or cause to be removed any or all THP-Plus participants from the CONTRACTOR's care by placing CONTRACTOR on Do Not Use Status (DNU Status), when COUNTY reasonably believes, in its sole discretion, based upon prima facie evidence that the CONTRACTOR has engaged in conduct which may jeopardize THP-Plus participants; there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/programmatic requirement of this Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Sub-section ~~48.4~~ 17.1, and as further described in Attachment M , DCFS/Probation THP-Plus Contract Investigation/Monitoring/Audit Remedies and Procedures.

Under unique, warranted circumstances, a DNU Status may be rescinded, as provided in Attachment M, DCFS/Probation THP-Plus Contract Investigation/Monitoring/Audit Remedies and Procedures.

26. RFSQ, PART E, SAMPLE CONTRACT AND EXHIBITS FOR THP-PLUS, PART II: STANDARD TERMS AND CONDITIONS, Section 2.0, ADMINISTRATION OF CONTRACT – COUNTY, subsection 2.1, is amended to read as follows:

2.1 COUNTY'S Program Manager

The responsibilities of the COUNTY'S Program Manager include:

- Ensuring that the objectives of this Contract are met;
- Making changes in the terms and conditions of this Contract in accordance with Part II, Section 7.0, Change Notices and Amendments; and
- Providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements
- Meeting with CONTRACTOR'S Program Manager on a regular basis; and
- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

The COUNTY'S Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

27. RFSQ, PART E, SAMPLE CONTRACT AND EXHIBITS FOR THP-PLUS, PART II: STANDARD TERMS AND CONDITIONS, Section 7.0, CHANGE NOTICE AND AMENDMENTS, subsection 7.4, is amended to read as follows:

- 7.4 The Director of DCFS or the County's Board of Supervisors, may at his/her sole discretion, authorize extensions of time as defined in Part I, Section ~~4.2~~ 4.0, Term and Termination, subsection 4.2 of this Contract. The CONTRACTOR agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to the Contract shall be prepared and executed by the CONTRACTOR and by DCFS.

28. RFSQ, PART E, SAMPLE CONTRACT AND EXHIBITS FOR THP-PLUS, PART II: STANDARD TERMS AND CONDITIONS, Section 9.0, CHILD SUPPORT COMPLIANCE PROGRAM, subsection 7.2, is amended to read as follows:

9.2 Termination for Breach of Warranty to Maintain Child Support Compliance

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Sub-Section 9.1, "Contractor's Warranty of Adherence to County's Child Support Compliance Program," shall constitute a default under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of the CONTRACTOR to cure such default within ninety (90) calendar Days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to Part II, Section 50.0, TERMINATION FOR CONTRACTOR'S DEFAULT, and pursue debarment of the CONTRACTOR, pursuant to County Code Chapter 2.202.

29. RFSQ, PART E, SAMPLE CONTRACT AND EXHIBITS FOR THP-PLUS, PART II: STANDARD TERMS AND CONDITIONS, Section 30.0, FORMER FOSTER YOUTH CONSIDERATION, subsection 30.1, is amended to read as follows:

- 30.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, CONTRACTOR shall give consideration (after COUNTY employees, and GAIN/GROW participants as described in Part II, Sections 18.0, CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST and 17.0, CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT respectively) for any such position(s) to qualified former foster youth. CONTRACTOR shall notify COUNTY of any new or vacant positions(s) within CONTRACTOR'S firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

County of Los Angeles
Department of Children and Family Services
Attention: Division Chief, ~~Emancipation Services Division~~ Youth
Development Services Division
3530 Wilshire Blvd., Suite 400
Los Angeles, CA 90010
FAX: (213) 637-0036

30. RFSQ, PART E, SAMPLE CONTRACT AND EXHIBITS FOR THP-PLUS, PART II: STANDARD TERMS AND CONDITIONS, Section 49.0, SUBCONTRACTING, subsection 49.7, paragraph 49.7.2, is amended to read as follows:

49.7.2 Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by Part I, Section 6.0, Insurance Coverage Requirements, of this Contract, and

31. RFSQ, PART E, SAMPLE CONTRACT AND EXHIBITS FOR THP-PLUS, Exhibit A: THP-Plus Statement of Work, Section 6.0, CONTRACTOR'S RESPONSIBILITIES, subsection 6.18 is amended to read as follows:

- 6.18 CONTRACTOR hereby agrees to participate in the collection and reporting of outcome data related to youth well-being including inputting data into the Statewide Participant Tracking System when implemented. CONTRACTOR shall submit a monthly, (Exhibit A-20), quarterly (Exhibit A-20-a), and twelve month assessment report (Exhibit A15-a).

32. RFSQ, PART E, SAMPLE CONTRACT AND EXHIBITS FOR THP-PLUS, Exhibit A: THP-Plus Statement of Work, Section 9.0, HOUSING OPTIONS, subsection 9.2 is amended to read as follows:
- 9.2 CONTRACTOR shall use one of the following housing options: 1) apartments; 2) single-family dwellings; or 3) condominiums. Apartments and/or condominiums are the preferred housing option.
33. RFSQ, PART E, SAMPLE CONTRACT AND EXHIBITS FOR THP-PLUS, Exhibit A: THP-Plus Statement of Work, Section 9.0, HOUSING OPTIONS, subsection 9.7 is being added and reads as follows:
- 9.7 CONTRACTOR shall not place more than 3 participants in a single apartment, condominium or single-family residence. Requests to place more than 3 participants but not exceeding 6 participants in a single site must be submitted in writing to the County Program Manager for approval.
34. RFSQ, PART E, SAMPLE CONTRACT AND EXHIBITS FOR THP-PLUS, Exhibit A: THP-Plus Statement of Work, Section 12.0, STAFFING, subsection 12.1, paragraph III, is amended to read as follows:
- III. One full-time **Case Manager** that meets the qualifications set forth in Sub-Section 12.2.3 below for every 12 THP-Plus participants or & 10 parenting participants or fraction thereof.
35. RFSQ, PART E, SAMPLE CONTRACT AND EXHIBITS FOR THP-PLUS, Exhibit A: THP-Plus Statement of Work, Section 12.0, STAFFING, subsection 12.2, paragraph 12.2.3, subparagraph 12.2.3.3 is amended to read as follows:
- 12.2.3.3 ~~CONTRACTOR shall ensure that if the Project Director carries a caseload, the caseload shall not exceed the limits set forth in Sub-Section 12.2.3.2.~~ CONTRACTOR shall not use subcontractors to provide case management services.
36. RFSQ, PART E, SAMPLE CONTRACT AND EXHIBITS FOR THP-PLUS, Exhibit A: THP-Plus Statement of Work, Section 12.0, STAFFING, subsection 12.2, paragraph 12.2.4, subparagraph 12.2.3.4 is being added and reads as follows:
- 12.2.3.4 The Project Director may serve as a Case Manager on an as needed basis, but may not serve more than 6 non-parenting or 5 parenting participants.
37. RFSQ, PART E, SAMPLE CONTRACT AND EXHIBITS FOR THP-PLUS, Exhibit A: THP-Plus Statement of Work, Section 14.0, SERVICE TASKS, subsection 14.1, paragraph 14.1.2, subparagraph 14.1.2.1 d) is amended to read as follows:
- d) CONTRACTOR shall ensure that each participant has their own bedroom and that no more than 2 participants share one bathroom. Participants may only share bedrooms with their children.
38. RFSQ, PART E, SAMPLE CONTRACT AND EXHIBITS FOR THP-PLUS, Exhibit A: THP-Plus Statement of Work, Section 14.0, SERVICE TASKS, subsection 14.1, paragraph 14.1.4, subparagraph 14.1.4.5 is being added and reads as follows:
- 14.1.4.5 CONTRACTOR shall not use or retain any portion of the participants' Emancipation Savings fund or individual savings to pay for repairs or damage to the living units.

39. RFSQ, PART E, SAMPLE CONTRACT AND EXHIBITS FOR THP-PLUS, Exhibit A: THP-Plus Statement of Work, Section 14.0, SERVICE TASKS, subsection 14.2, paragraph 14.2.2, subparagraph 14.2.2.17 is amended to read as follows:

14.2.2.17 CONTRACTOR shall confirm the suitability of admission by verbally notifying the CPM at least five (5) business days prior to the THP-Plus participant's move-in date. ~~CONTRACTOR shall then immediately submit to the CPM the following: (1) a completed Move In Agreement (Exhibit A-3); (2) rental/lease agreement(s) if applicable; (3) a copy of the fire clearance from the Fire Department if the THP-Plus participant and/or his/her children are non-ambulatory.~~

40. RFSQ, PART E, SAMPLE CONTRACT AND EXHIBITS FOR THP-PLUS, Exhibit A: THP-Plus Statement of Work, Section 14.0, SERVICE TASKS, subsection 14.2, paragraph 14.2.2, subparagraph 14.2.2.19 is amended to read as follows:

14.2.2.19 CONTRACTOR shall complete for each THP-Plus participant ~~at the time of move-in,~~ within one day of move-in, the following:

41. RFSQ, PART E, SAMPLE CONTRACT AND EXHIBITS FOR THP-PLUS, Exhibit A: THP-Plus Statement of Work, Section 14.0, SERVICE TASKS, subsection 14.2, paragraph 14.2.2, subparagraph 14.2.2.20 is amended to read as follows:

14.2.2.20 ~~At the time of move-in,~~ Within one day of move-in, the CONTRACTOR shall provide the THP-Plus participant with: (1) an orientation as described in the ~~4~~written orientation plan; (2) copies of the CONTRACTOR'S policies/procedures/rules; (3) THP-Plus requirements; (4) DCFS Grievance/Appeals Processes (Exhibit A-5 and A-8); (5) required supportive services/trainings; and (6) copies of the signed and dated Orientation Checklist (Exhibit A-14).

42. RFSQ, PART E, SAMPLE CONTRACT AND EXHIBITS FOR THP-PLUS, Exhibit A: THP-Plus Statement of Work, Section 14.0, SERVICE TASKS, subsection 14.2, paragraph 14.2.5, subparagraph 14.2.5.3 is amended to read as follows:

14.2.5.3 Participants shall save at least thirty percent (30%) of their net monthly earnings during months 1-6 of their participation, at least forty (40%) during months 7-12 and at least fifty percent (50%) during months 13-24. ~~CONTRACTOR shall~~ may collect the savings as the participants rental payment. CONTRACTOR may require that the participants initially save more than 30% or 40% of their earnings. CONTRACTOR shall never request that the participants save more than 50% of their earnings, but may encourage the participants to save more.

43. RFSQ, PART E, SAMPLE CONTRACT AND EXHIBITS FOR THP-PLUS, Exhibit A: THP-Plus Statement of Work, Section 14.0, SERVICE TASKS, subsection 14.3 is amended to read as follows:

14.3 Participant Satisfaction Survey:

Contractor shall ensure that each THP-Plus participant is provided a Satisfaction Survey (Exhibit A-30) for completion prior to discharge from the Program. ~~Copies for~~ of the completed surveys shall be returned to the CPM for review.

44. RFSQ, PART E, SAMPLE CONTRACT AND EXHIBITS FOR THP-PLUS, Exhibit A: THP-Plus Statement of Work, Exhibit A-4: APPLICANT'S AUTHORIZATION FOR RELEASE OF INFORMATION is being deleted in its entirety and replaced as follows:

Exhibit A-4

Los Angeles County Department of Children & Family Services/Department of Probation
Authorization for Release of Information

CLIENT'S INFORMATION (Please Print – to be filled out by client only)

Name: _____ Date of Birth: _____ Age: _____
Address: _____ Social Security Number: _____
City: _____ State: _____ Zip: _____
Phone Number: _____

I, _____ hereby authorize the Los Angeles County Department of Children and Family Services (DCFS) and/or Department of Probation (Probation) to release my foster care status to the agency listed below. I also authorize the agency listed below to release my case information to DCFS and/or Probation. This information is to be used solely for the purpose of securing emergency, transitional or permanent housing, statistical purposes, ensuring delivery of service, and program goal compliance.

Client's Signature

Date

AGENCY INFORMATION (Please Print)

Agency Name: _____
Agency Address: _____
Phone Number: _____ Fax Number: _____
Employee Name: _____ Employee Title: _____

I, _____, an employee of _____, hereby agree to solely utilize the information obtained from the Los Angeles County Department of Children and Family Services (DCFS), Emancipation Services Staff and/or Department of Probation for the purpose of assisting the aforementioned youth/client in securing emergency, transitional or permanent housing and for agency program monitoring, statistics, and delivery of service compliance.

Employee's Signature

Date

TO BE COMPLETED BY LA COUNTY DCFS EMANCIPATION SERVICES/DEPT. OF PROBATION STAFF OR LA COUNTY DEPENDENCY/DELINQUENCY COURT STAFF ONLY

The above mentioned client is an emancipated foster youth from either the Los Angeles County Department of Children and Family Services or Department of Probation. Yes _____ No _____

Case Termination Date _____ ILP Eligible Yes _____ No _____

The client is between the ages of 18 and 21 years of age. Yes _____ No _____

DCFS/PROBATION/COURT OFFICER Name

DCFS/PROBATION/COURT OFFICER Signature

Title

Date

45. RFSQ, PART E, SAMPLE CONTRACT AND EXHIBITS FOR THP-PLUS, Exhibit D: Attachments, Attachment H is inserted as follows:

ATTACHMENT H

Safely Surrendered

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

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

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



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

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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



46. RFSQ, PART E, SAMPLE CONTRACT AND EXHIBITS FOR THP-PLUS, Exhibit D: Attachments, Attachment M, Section A, paragraph number 2 is amended to read as follows:

2. **Hold Status** - COUNTY retains the right to temporarily suspend referrals of children to CONTRACTOR by placing CONTRACTOR on Hold status, for up to a 45-day period at any time during investigations when based on prima facie evidence, DCFS reasonably believes, in its sole discretion, that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors. Limited to an additional 45 days, a hold status may be extended for extenuating circumstances beyond the control of DCFS, with the understanding that the extension of Hold status on a Contractor will require the approval of the Director or his Deputy Director level designee. Hold Status may also be implemented when there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or noncompliance with a significant administrative/fiscal/programmatic requirement of the GH Agreement for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Section ~~48-0~~ 17.0. A Hold request must be approved by a Division Chief.

47. RFSQ, PART E, SAMPLE CONTRACT AND EXHIBITS FOR THP-PLUS, Exhibit D: Attachments, Attachment M, Section A, paragraph number 3 is amended to read as follows:

3. **Do-Not-Refer (DNR) Status** - DNR refers to the suspension of new DCFS placements when COUNTY reasonably believes, in its sole discretion, based on prima facie evidence that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the CONTRACTOR in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/ programmatic requirements of this Agreement for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Section ~~48-4~~ 17.1 of the Agreement, and as further described in Attachment ~~N~~ M.

48. RFSQ, PART E, SAMPLE CONTRACT AND EXHIBITS FOR THP-PLUS, Exhibit D: Attachments, Attachment M, Section A, paragraph number 4 is amended to read as follows:

4. **Do-Not-Use (DNU) Status** - DNU means that all Placed Children are removed from the CONTRACTOR's care within a specified period of time. No placement referrals may be made to the facility. Do-Not-Use Status is used when COUNTY reasonably believes, in its sole discretion, based upon prima facie evidence, that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the CONTRACTOR in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/programmatic requirements of this Agreement for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Section ~~48-4~~ 17.1 of the Agreement, and as further described in Attachment ~~N~~ M.

49. RFSQ, PART E, SAMPLE CONTRACT AND EXHIBITS FOR THP-PLUS, Exhibit D: Attachments, Attachment M, Section C, paragraph number 2 is amended to read as follows:

2. During the Review Conference, the CONTRACTOR will meet with the Director's Deputy Director designee to discuss the investigative and/or administrative findings and to provide an opportunity for the CONTRACTOR to respond to the findings. The Review Conference will be held within 30 days of CONTRACTOR's receipt of faxed Vendor Notification Letter of placement on Hold/DNR/DNU Status, unless CONTRACTOR waives the time limit. The Review Conference is provided to ensure that the CONTRACTOR is afforded a process for responding to allegations against them and for airing their grievances.

One week prior to the then scheduled Review Conference, the CONTRACTOR has the right to present written evidence in the form of relevant declarations, affidavits, and documents and a written statement intended to be presented during the Conference. The CONTRACTOR may also request that DCFS interview any witnesses identified by the CONTRACTOR who have not already been interviewed.

50. RFSQ, PART E, SAMPLE CONTRACT AND EXHIBITS FOR THP-PLUS, Exhibit D: Attachments, Attachment M, Section C, paragraphs number 3, 4 and 5 are inserted as follows:

3. The Director's Deputy Director designee will conduct the Review Conference. DCFS and CONTRACTOR will both have the opportunity to present information related to the findings and each will be able to question the other with respect to each finding. Information provided by DCFS during the conference must be consistent with confidentiality laws. The CONTRACTOR may choose to seek authorization from the Juvenile Court to access additional documentation and information pertaining to the allegations, and to use such documentation and information during the Review Conference. [The authorization/approval must be in writing from the Court.] DCFS will consider any new information presented in the CONTRACTOR's written statement and information presented during the Conference.

Consistent with the informal and non-adversarial atmosphere of the review Conference, CONTRACTOR and COUNTY agree that only appropriate CONTRACTOR personnel and appropriate DCFS personnel shall participate in the Review Conference; and legal representatives shall not be present at the Review Conference.

4. The DCFS Director's designee will assess the information presented by the CONTRACTOR and make a final determination whether to withdraw the recommendation or to consult with others within DCFS with regard to the intended recommendation. This determination will be put in writing and provided to CONTRACTOR within 15 business days of the Conference.

5. Hold, DNR, or DNU Status may be lifted at any time that DCFS obtains information which leads DCFS to believe that: 1) the original basis for imposing such status is no longer applicable, or 2) Hold, DNR, or DNU status is no longer appropriate. In instances where Hold/DNR/DNU Status no longer applies, DCFS shall act as expeditiously as possible to remove CONTRACTOR from such status.

51. RFSQ, PART F, SAMPLE CONTRACT AND EXHIBITS FOR THPP, Part I: Unique Terms and Conditions, Section 1.0, APPLICABLE DOCUMENTS AND DEFINED TERMS, subsection 1.1 is amended to read as follows:

1.1 This Contract and the Exhibits hereto, constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous Contracts, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, Section 7.0, CHANGES AND AMENDMENTS ~~“Change Notices and Amendments”~~ and signed by both parties.

52. RFSQ, PART F, SAMPLE CONTRACT AND EXHIBITS FOR THPP, Part I: Unique Terms and Conditions, Section 1.0, APPLICABLE DOCUMENTS AND DEFINED TERMS, subsection 1.5, paragraph 1.5.33 is amended to read as follows:

1.5.33 **Participant Replacement or Replacement of a Participant** – means a Participant is terminating from a THPP placement and the

CONTRACTOR is placing another Participant into the previous Participant's Unit. Replacement events include (1) emancipation, (2) a Participant's death, (3) a Participant's removal by the 7-day notice process specified in Part C, Section 2.0, WELL-BEING/EDUCATION, Sub-section 2.4, paragraph 2.4.11, subparagraph 2.4.11.3 ~~2-4.10.3~~ of Exhibit A, Statement of Work, (4) "aging out" (exceeding the age limit for THPP), (5) termination of Court jurisdiction, or (6) a Participant's leaving THPP participation for any other reason.

53. RFSQ, PART F, SAMPLE CONTRACT AND EXHIBITS FOR THPP, Part I: Unique Terms and Conditions, Section 5.0, CONTRACT SUM, subsection 5.2 is amended to read as follows:

5.2 COUNTY and CONTRACTOR agree that this is a firm-fixed price contract. During the term of this Contract, COUNTY shall compensate CONTRACTOR for the services set forth in Exhibit A, Statement of Work, and at the rate of compensation of \$3,462 per month as set forth in Exhibit ~~B-2~~ B-1, Pricing Schedule for each DCFS/COUNTY placed THPP Participant. Payments to Contractor shall be pro-rated for partial month THPP placements.

54. RFSQ, PART F, SAMPLE CONTRACT AND EXHIBITS FOR THPP, Part I: Unique Terms and Conditions, Section 5.0, CONTRACT SUM, subsection 5.6 is amended to read as follows:

5.6 CONTRACTOR has prepared and submitted to COUNTY a budget segregating direct and indirect costs for the work to be performed by CONTRACTOR under this Contract, hereinafter referred to as "Budget". ~~Budgeted expenses shall be reduced by applicable CONTRACTOR revenues, which are identified thereon.~~ The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. This Budget is attached hereto and incorporated by reference herein as Exhibit B-2, Line Item Budget. CONTRACTOR represents and warrants that the Budget is true and correct in all respects, and services shall be delivered hereunder in accordance with the Budget. In the event the Maximum Contract Sum is increased or modified pursuant to Part II, Change Notices and Amendments, hereof, CONTRACTOR shall prepare and submit an amended Budget.

55. RFSQ, PART F, SAMPLE CONTRACT AND EXHIBITS FOR THPP, Part I: Unique Terms and Conditions, Section 7.0, INVOICES AND PAYMENTS, subsection 7.15 is amended to read as follows:

7.15 CONTRACTOR may appeal the final decision pursuant to Part II, Section ~~32-0~~ 39.0 Notice of Dispute.

56. RFSQ, PART F, SAMPLE CONTRACT AND EXHIBITS FOR THPP, Part I: Unique Terms and Conditions, Section 10.0, CONFIDENTIALITY REQUIREMENTS FOR PLACEMENT CONTRACTS, subsection 10.1, paragraph 10.1.2 is amended to read as follows:

10.1.2 CONTRACTOR shall maintain the confidentiality of all records, including but not limited to COUNTY records and client records, in accordance with all applicable federal, State and local laws, regulations, ordinances and directives regarding confidentiality. CONTRACTOR shall inform all of its officers, employees, and agents providing Services and care hereunder of the confidentiality provisions of this Contract. All employees of CONTRACTOR who have access to confidential records and data must sign and adhere to Exhibit ~~B D~~, Attachment ~~C-4~~ C-2, "CONTRACTOR's Employee Acknowledgment and Confidentiality Agreement".

57. RFSQ, PART F, SAMPLE CONTRACT AND EXHIBITS FOR THPP, Part I: Unique Terms and Conditions, Section 14.0, REAL PROPERTY, EQUIPMENT, FIXED ASSETS, subsection 14.4 is amended to read as follows:

14.4 Upon obtaining COUNTY's prior written approval, the items referenced in Sub-section 14.3 maybe purchased and owned by CONTRACTOR as provided by law. If such prior written approval is not obtained by CONTRACTOR, no title to any of the items referenced in sub-section ~~15.3~~ 14.3 will vest with CONTRACTOR. All Fixed Assets not requiring COUNTY's prior written approval, as described in Sub-section 14.3, shall be deemed owned by CONTRACTOR.

58. RFSQ, PART F, SAMPLE CONTRACT AND EXHIBITS FOR THPP, Part I: Unique Terms and Conditions, Section 15.0, HOLD STATUS, DO NOT REFER STATUS, DO NOT USE STATUS, CORRECTIVE ACTION PLAN, subsection 15.1 is amended to read as follows:

15.1 Corrective Action Plan (CAP)

When DCFS/Probation reasonably determines in its sole discretion, that a CONTRACTOR's deficiencies are amenable to correction, DCFS/Probation may require CONTRACTOR to provide a Corrective Action Plan and DCFS/Probation and CONTRACTOR may enter into a Corrective Action Plan. A CAP shall serve as CONTRACTOR's commitment to remedy such deficiencies. The CAP procedures are further discussed in Exhibit ~~Q~~ D, Attachment O, DCFS/Probation Transitional Housing Placement Program (THPP) Contract Investigation/Monitoring/Audit Remedies and Procedures.

59. RFSQ, PART F, SAMPLE CONTRACT AND EXHIBITS FOR THPP, Part II: Standard Terms and Conditions, Section 2.0, ADMINISTRATION OF CONTRACT - CONTRACTOR, subsection 2.1 is amended to read as follows:

2.1 COUNTY'S Program Manager

The responsibilities of the COUNTY'S Program Manager include:

- ensuring that the objectives of this Contract are met;
- ~~making changes in the terms and conditions of this Contract in accordance with Part II, Change Notices and Amendments; and~~
- providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements
- meeting with CONTRACTOR'S Program Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

The COUNTY'S Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

60. RFSQ, PART F, SAMPLE CONTRACT AND EXHIBITS FOR THPP, Part II: Standard Terms and Conditions, Section 21.0, CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE is amended to read as follows:

21.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262,

Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTORS to complete the certification in Exhibit B D, Attachment K the County seeks to ensure that all COUNTY CONTRACTORS which receive or raise charitable contributions comply with California law in order to protect the COUNTY and its taxpayers. A CONTRACTOR which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

61. RFSQ, PART F, SAMPLE CONTRACT AND EXHIBITS FOR THPP, Part II: Standard Terms and Conditions, Section 22.0, CONTRACTOR'S OBLIGATIONS UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA) is amended to read as follows:

22.0 CONTRACTOR'S OBLIGATIONS UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)

The COUNTY is subject to the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, CONTRACTOR provides services to the COUNTY and the CONTRACTOR receives, has access to, and/or creates Protected Health Information as defined in Exhibit B D, Attachment M in order to provide those services. The COUNTY and the CONTRACTOR therefore agree to the terms of Exhibit B D, Attachment M, CONTRACTOR'S Obligations Under HIPAA.

62. RFSQ, PART F, SAMPLE CONTRACT AND EXHIBITS FOR THPP, Part II: Standard Terms and Conditions, Section 32.0, INDEPENDENT CONTRACTOR STATUS, subsection 32.4 is amended to read as follows:

32.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit D, Attachment C-4 C-2, "CONTRACTOR'S Employee Acknowledgement and Confidentiality Agreement". The CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit D, Attachment D, ~~CONTRACTOR'S Non-Employment Acknowledgement, Confidentiality, and Copyright Assignment Agreement~~ "Contract for Contractor Non-Employee Acknowledgement, Confidentiality Agreement."

63. RFSQ, PART F, SAMPLE CONTRACT AND EXHIBITS FOR THPP, Part II: Standard Terms and Conditions, Section 49.0, SUBCONTRACTING, subsection 49.7, paragraph 49.7.1 is amended to read as follows:

49.7.1 An executed Exhibit D, Attachment ~~C-4~~ C-2, "CONTRACTOR'S Employee Acknowledgment and Confidentiality Agreement", executed by each Subcontractor and each of Subcontractor's employees approved to perform work hereunder.

64. RFSQ, PART F, SAMPLE CONTRACT AND EXHIBITS FOR THPP, Part II: Standard Terms and Conditions, Section 49.0, SUBCONTRACTING, subsection 49.7, paragraph 49.7.2 is amended to read as follows:

49.7.2 Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by Part I, Unique Terms and Conditions, Section 6.0, INSURANCE REQUIREMENTS, subsection 6.2 Insurance Coverage Requirements, of this Contract, and

65. RFSQ, PART F, SAMPLE CONTRACT AND EXHIBITS FOR THPP, Part II: Standard Terms and Conditions, Section 50.0, TERMINATION FOR CONTRACTOR'S DEFAULT, subsection 50.5, paragraph 50.5.1 is amended to read as follows:

50.5.1 These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR'S payment of these liquidated damages shall not in any way change, or affect the provisions of Part I, Unique Terms and Conditions, Section ~~43-0~~ 12.0 Indemnification.

66. RFSQ, PART F, SAMPLE CONTRACT AND EXHIBITS FOR THPP, Part II: Standard Terms and Conditions, Section 51.0, TERMINATION FOR CONVENIENCE, subsection 51.3 is amended to read as follows:

51.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with Part II, Standard Terms and Conditions, Section 46.0, Record Retention and Inspection/Audit Settlement.

67. RFSQ, PART F - SAMPLE THPP CONTRACT, EXHIBIT A: STATEMENT OF WORK, Part A, Section 6.0, STAFFING RATIOS AND QUALIFICATIONS, subsection 6.2, paragraph 6.2.5 is amended to read as follows:

6.2.5 CONTRACTOR'S **volunteer** staff shall possess all of the minimum qualifications required in this Contract appropriate to the work they perform. Additionally all volunteers are subject to the same rules and regulations as paid staff.

Only employees/volunteers that have been approved by COUNTY Program Manager and certified by CONTRACTOR shall have direct contact with THPP Participants. CONTRACTOR shall immediately prohibit all decertified employees/volunteers ~~and employees/volunteers~~ that the COUNTY Program Manager has determined inappropriate, from having further contact with THPP Participants. Prior to any direct contact with THPP Participants, each employee/volunteer must have COUNTY approval and CONTRACTOR certification.

68. RFSQ, PART F - SAMPLE THPP CONTRACT, EXHIBIT A: STATEMENT OF WORK, Part A, Section 8.0, COUNTY'S GENERAL RESPONSIBILITIES, subsection 8.1 is amended to read as follows:

8.1 A DCFS' Children's Social Worker (CSW) or a Probation Department's Deputy Probation Officer (DPO) as appropriate, will provide the following information to CONTRACTOR following a THPP placement:

69. RFSQ, PART F - SAMPLE THPP CONTRACT, EXHIBIT A: STATEMENT OF WORK, Part A, Section 9.0, CONTRACTOR'S RESPONSIBILITIES, subsection 9.7, paragraph 9.7.1 is amended to read as follows:

9.7.1 At all other times, when the CONTRACTOR Program Director is absent from the THPP facility, there shall be coverage by the CONTRACTOR Program Director's designee. If the designee does not meet the administrator's qualifications, there shall be immediate access to the CONTRACTOR Program Director. The designee shall have:

70. RFSQ, PART F - SAMPLE THPP CONTRACT, EXHIBIT A: STATEMENT OF WORK, Part A, Section 9.0, CONTRACTOR'S RESPONSIBILITIES, subsection 9.12, paragraph 9.12.1 is amended to read as follows:

9.12.1 Participants are encouraged to visit with parents, siblings, extended family and friends to promote human growth and development. The family provides nurturance and self-esteem to the youth to develop maximum potential to become self-sufficient and confident young adults transitioning from the foster

care system. Family support, mentors and friends play a large part in assisting the foster/probation youth to become a thriving and vital member of society.

71. RFSQ, PART F - SAMPLE THPP CONTRACT, EXHIBIT A: STATEMENT OF WORK, Part A, Section 9.0, CONTRACTOR'S RESPONSIBILITIES, subsection 9.15 is being added and reads as follows:

9.15 CONTRACTOR hereby agrees to comply with any changes in the legislation regarding THPP and any regulations made by CDSS, and shall incorporate the changes into their programs.

72. RFSQ, PART F - SAMPLE THPP CONTRACT, EXHIBIT A: STATEMENT OF WORK, Part A, Section 10.0, REFERRAL AND SCREENING PROCESS BY ILP AND PROVIDER, subsection 10.2 is amended to read as follows:

10.2 Referrals are screened by the COUNTY Program Manager (CPM). The CSW/DPO shall provide the following documents to the CPM to determine if the youth meets the eligibility criteria of the THPP

- THPP Application.
- Current Quarterly report from group home or letter from other placement (relative placement or foster home).
- Current psychological evaluation or letter from CSW/DPO if Participant does not require this evaluation. Provide significant mental health information.
- Current Status Review/Court Report including the TILP, the eCase pPlan/eCase pPlan update and Needs and Services Plan.
- Copy of the Individualized Educational Plan.
- Copy of the Participant's last report card from Participant's high school.
- A reference letter from the school counselor on school letterhead, outlining the Participant's anticipated graduation date, the number of credits earned, and the number of credits and courses needed to satisfy the graduation requirements
- A reference letter of approval by CSW/DPO.

73. RFSQ, PART F - SAMPLE THPP CONTRACT, EXHIBIT A: STATEMENT OF WORK, Part B, Target Populations, subsection 1.1 is amended to read as follows:

1.1 Participants in THPP are youth who meet all of the criteria as listed on subsection 1.3 of this Section, and have been deemed eligible by the COUNTY to participate in the THPP program. The COUNTY shall refer to ~~to CONTRACTOR~~ eligible THPP Participants to CONTRACTOR who would benefit from living in an independent living environment and receiving intensive independent living skills, assistance in acquiring a high school diploma or equivalent, achieving economic self-sufficiency, securing affordable housing, and training to assist them in adjusting to independent living upon emancipation.

74. RFSQ, PART F - SAMPLE THPP CONTRACT, EXHIBIT A: STATEMENT OF WORK, Part C, SERVICE TASKS TO ACHIEVE PERFORMANCE OUTCOME GOALS, Section 1.0 SAFTEY, subsection 1.2, Bullet No. 6 is amended to read as follows:

- At the time of placement, the CONTRACTOR shall provide the THPP unit with a new set of dishware for a minimum of 4 people. The same applies to glassware permanent plastic cups, eating utensils, knives and pots and pans, dish towels, dish clothes, oven mitten(s). More than 2 THPP Participants in a unit require a dishware for a minimum of 8 people.

75. RFSQ, PART F - SAMPLE THPP CONTRACT, EXHIBIT A: STATEMENT OF WORK, Part C, SERVICE TASKS TO ACHIEVE PERFORMANCE OUTCOME GOALS, Section 1.0 SAFTEY, subsection 1.2, Bullet No. 19 is amended to read as follows:

- Upon placement CONTRACTOR shall ~~furnish~~ provide Participant a new mattress and box springs. CONTRACTOR shall not ~~furnish~~ provide used or second-hand mattress/box springs to THPP Participants or their child(ren).

76. RFSQ, PART F - SAMPLE THPP CONTRACT, EXHIBIT A: STATEMENT OF WORK, Part C, SERVICE TASKS TO ACHIEVE PERFORMANCE OUTCOME GOALS, Section 1.0 SAFTEY, subsection 1.3 is amended to read as follows:

1.3 Unit Locations: No THPP Unit(s) shall be more than ¼ mile from any of the following: public transportation, a grocery store, medical care, and laundry and dry cleaning services. Various employers/employment opportunities shall not be more than 30 minutes (one-way) travel time, when using public transportation, from all THPP Units

Notwithstanding any other provision of this SOW, no CONTRACTOR separately or jointly with another CONTRACTOR or CONTRACTORS shall place more than a total of ten (10) THPP Participants in a single apartment complex/building or any adjacent buildings/locations.

CONTRACTOR shall ensure the THPP Participant's Unit site ~~selected for each THPP Participant~~ is in close proximity, ~~subject to Program Manager's discretion~~, to the school that the Participant is currently is enrolled.

77. RFSQ, PART F - SAMPLE THPP CONTRACT, EXHIBIT A: STATEMENT OF WORK, Part C, SERVICE TASKS TO ACHIEVE PERFORMANCE OUTCOME GOALS, Section 1.0 SAFTEY, subsection 1.4, paragraph 1.4.4 is amended to read as follows:

1.4.4 Copies of all CONTRACTOR's employees/volunteers' resumes and certifications shall be delivered to COUNTY Program Manager prior to execution of this Contract. The copies shall be accompanied with a cover letter specifying the THPP program as the program type, the agency's name, address, and a contact person. In the event a change of staff occurs, CONTRACTOR shall notify COUNTY Program Manager in writing and shall submit new employees/volunteers' resumes and certifications to COUNTY Program Manager upon hiring and prior to new staff direct contact with any THPP Participant.

78. RFSQ, PART F - SAMPLE THPP CONTRACT, EXHIBIT A: STATEMENT OF WORK, Part C, SERVICE TASKS TO ACHIEVE PERFORMANCE OUTCOME GOALS, Section 2.0 WELL-BEING/EDUCATION, subsection 2.1, paragraph 2.1.1 is amended to read as follows:

2.1.1 CONTRACTOR shall design a written orientation plan and submit it to the COUNTY Program Manager for approval prior to accepting a THPP placement under this Contract. The orientation plan shall indicate CONTRACTOR'S specific procedures and requirements for all THPP Participants. The plan shall include, but not be limited to, the CONTRACTOR's policies incorporating applicable provisions of Welfare and Institutions Code Section 16522.1, such as vehicles, work expectations, preparation of meals, fines, budgeting, Participant's monthly allowance, lending or borrowing money, unauthorized purchases, the grievance/complaint procedures, curfew, personal safety, visitation rights, dating, disciplinary measures, grounds for termination, ~~and~~ participation in the ILP program, and disaster/emergency plan. A copy of the written orientation plan shall be available upon demand by COUNTY Program Manager.

79. RFSQ, PART F - SAMPLE THPP CONTRACT, EXHIBIT A: STATEMENT OF WORK, Part C, SERVICE TASKS TO ACHIEVE PERFORMANCE OUTCOME GOALS, Section 2.0 WELL-

BEING/EDUCATION,, subsection 2.3, paragraph 2.3.11, subparagraph 2.3.11.1 is amended to read as follows:

2.3.11.1 CONTRACTOR shall provide THPP Participant with the skills and experiences to enable them to obtain and ~~retain~~ maintain employment. CONTRACTOR will encourage Participant to obtain part-time employment, with the approval of the CSW/DPO. CONTRACTOR shall provide training, information and experiences related to all aspects of employment.

80. RFSQ, PART F - SAMPLE THPP CONTRACT, EXHIBIT A: STATEMENT OF WORK, Part C, SERVICE TASKS TO ACHIEVE PERFORMANCE OUTCOME GOALS, Section 2.0 WELL-BEING/EDUCATION,, subsection 2.3, paragraph 2.3.2 is amended to read as follows:

2.3.2 CONTRACTOR shall provide additional monthly training/support for Participants that are deficient in any areas identified ~~in~~ by the CSW/DPO, and THPP Participant. CONTRACTOR, or necessary for the Participant to achieve the goals in the Participant's TILP, and/or recorded in the THPP Participant record folder. Training shall be sufficient to ensure that Participant is no longer deficient in these areas. The CONTRACTOR is responsible for ensuring the Participant achieves the goals in the TILP. Additional training shall ensure the Participant is no longer deficient in these areas. The training received shall be filed in the TPRF.

81. RFSQ, PART F - SAMPLE THPP CONTRACT, EXHIBIT A: STATEMENT OF WORK, Part C, SERVICE TASKS TO ACHIEVE PERFORMANCE OUTCOME GOALS, Section 2.0 WELL-BEING/EDUCATION, subsection 2.3, paragraph 2.3.13, sub-paragraph 2.3.13.3 is amended to read as follows:

2.3.13.3 Emergency Medical Care
Emergency medical treatment instructions are to be provided to each THPP Participant.

Additionally, Participants with a child(ren) residing in the Unit shall receive training in First Aid and an age appropriate CPR from persons qualified to provide such training. Proof of successful training and current certification shall be maintained in the Participants ~~Personal~~ Record Folder.

If the emergency occurs before or after regular business hours, DCFS-placed foster Participant shall be informed to call the Child Abuse Hot Line (1-800-540-4000) and Probation placed foster Participant, (213) 226-8506.

82. RFSQ, PART F - SAMPLE THPP CONTRACT, EXHIBIT A: STATEMENT OF WORK, Part C, SERVICE TASKS TO ACHIEVE PERFORMANCE OUTCOME GOALS, Section 2.0 WELL-BEING/EDUCATION, subsection 2.4, paragraph 2.4.4 is amended to read as follows:

2.4.4 Monitoring of Food Management

CONTRACTOR shall provide a written plan to the COUNTY Program Manager within 30 calendar days of a THPP placement, describing how the availability of food will be monitored for each Participant, how each Participant's (and child if applicable) dietary needs, including any special needs, ~~will be~~ are met. ~~Such a~~ The Contractor's plan shall include remedies to supply food ~~to Participant~~ if the Participant runs out of food during the month, ~~and the plan shall be monetary~~ corrective actions to ensure that inadequate food supply will not occur.

~~Participants placed with his/her child(ren) shall be monitored to ensure that the Participant is providing for the child's dietary requirements.~~

83. RFSQ, PART F - SAMPLE THPP CONTRACT, EXHIBIT A: STATEMENT OF WORK, Part C, SERVICE TASKS TO ACHIEVE PERFORMANCE OUTCOME GOALS, Section 2.0 WELL-BEING/EDUCATION, subsection 2.4, paragraph 2.4.5 is amended to read as follows:

2.4.5 Monitoring of Furniture Condition

CONTRACTOR shall use the Furniture Inventory form to ~~inventory and~~ monitor the condition of the furniture in each Unit on a quarterly basis as well as when any THPP Participant enters and leaves the program and/or Unit. The Furniture Inventory form, Exhibit A-6, shall list each item of furniture in the Unit, the condition of each item based upon a physical and visual inspection, and a determination as to whether each item requires replacement or repair. Copies of the Furniture Inventory form shall be signed and dated by the CONTRACTOR and Participant, and shall be filed in the TPRF within one business day following each quarterly review or and entry/exit of a THPP Participant.

84. RFSQ, PART F - SAMPLE THPP CONTRACT, EXHIBIT A: STATEMENT OF WORK, Part C, SERVICE TASKS TO ACHIEVE PERFORMANCE OUTCOME GOALS, Section 2.0 WELL-BEING/EDUCATION, subsection 2.4, paragraph 2.4.8, subparagraphs 2.4.8.1 is amended to read as follows:

2.4.8.1 The CONTRACTOR ensures Juvenile Court authorization is obtained from the CSW/DPO utilizing the Authorization of the Administration of Psychotropic/Anti-Seizure Medication Form, Form 76A964 (Exhibit A15) each time medication is changed and every six months the Participant continues on the medication(s). CONTRACTOR shall not permit the use of psychotropic medication/drugs by Participant, ~~and the THPP shall not administer psychotropic medication/drugs unless authorized by a court of appropriate jurisdiction.~~

85. RFSQ, PART F - SAMPLE THPP CONTRACT, EXHIBIT A: STATEMENT OF WORK, Part C, SERVICE TASKS TO ACHIEVE PERFORMANCE OUTCOME GOALS, Section 2.0 WELL-BEING/EDUCATION, subsection 2.4, paragraph 2.4.8, subparagraphs 2.4.8.2 is amended to read as follows:

2.4.8.2 CONTRACTOR/Participant shall monitor and document the supervision and administering of all medications according to the CCLD Title 22, Section 84175.1 regulations.

86. RFSQ, PART F - SAMPLE THPP CONTRACT, EXHIBIT A: STATEMENT OF WORK, Part C, SERVICE TASKS TO ACHIEVE PERFORMANCE OUTCOME GOALS, Section 2.0 WELL-BEING/EDUCATION, subsection 2.4, paragraph 2.4.8, subparagraphs 2.4.8.3 is amended to read as follows:

2.4.8.3 The CONTRACTOR shall maintain a Medical Record Folder for each THPP Participant. The folder shall include but is not limited to, Medication Disposition Log(s) (Exhibit A16), copies of all medical information regarding the subject THPP Participant, record(s) of medication(s) the THPP Participant has received, and Participant's Medication Log(s) (Exhibit A17) for all medications prescribed. Medication Disposition Log(s) shall be filed in the THPP Participants Medical Record Folder within one business day following ~~placement or~~ completion of the prescription of medication from a medical doctor/dentist.

87. RFSQ, PART F - SAMPLE THPP CONTRACT, EXHIBIT A: STATEMENT OF WORK, Part C, SERVICE TASKS TO ACHIEVE PERFORMANCE OUTCOME GOALS, Section 2.0 WELL-BEING/EDUCATION, subsection 2.4, paragraph 2.4.8, subparagraph 2.4.8.4 is amended to read as follows:

2.4.8.4 Individual and Group Therapy.

2.4.8.4.1 The participant is encouraged to participate in individual Counseling. The doctor/therapist shall be in the vicinity of the participant's THPP unit.

2.4.8.4.2 Group counseling is mandatory in the THPP to provide a smooth transition from the Foster care system. Components the youth may encounter after transitioning include but are not limited to self-sufficiency skills, goal setting, job expectations, maintaining employment, ~~expectations~~, prevention of homelessness and discouraging substance abuse.

88. RFSQ, PART F - SAMPLE THPP CONTRACT, EXHIBIT A: STATEMENT OF WORK, Part C, SERVICE TASKS TO ACHIEVE PERFORMANCE OUTCOME GOALS, Section 2.0 WELL-BEING/EDUCATION, subsection 2.4, paragraph 2.4.9, subparagraph 2.4.9.1 is amended to read as follows:

2.4.9.1 CONTRACTOR shall contact each THPP Participant's school counselor on a monthly or weekly basis to discuss the Participant's current high school credits and achievement level. CONTRACTOR shall request assistance from Participant's schoolteachers in providing appropriate homework and education enrichment activities to assist the Participant in completion of high school requirements and post secondary education planning. CONTRACTOR shall contact each Participant's school, and place these records in the TPRF. Each THPP Participant's school credit record and CONTRACTOR's assessment of the credits shall be available for review by the COUNTY upon request.

89. RFSQ, PART F - SAMPLE THPP CONTRACT, EXHIBIT A: STATEMENT OF WORK, Part C, SERVICE TASKS TO ACHIEVE PERFORMANCE OUTCOME GOALS, Section 2.0 WELL-BEING/EDUCATION, subsection 2.4, paragraph 2.4.11, subparagraph 2.4.11.2 is amended to read as follows:

2.4.11.2 CONTRACTOR shall document in the THPP Participant Record Folder any verbal conversations with the Participant's CSW/DPO, including the date, time, CSW/DPO name(s), and a detailed summary of the problem. If the situation can be resolved without an emergent discharge, the CONTRACTOR shall schedule a re-stabilization meeting. The CONTRACTOR shall notify the COUNTY Program Manager, CSW/DPO and THPP Participant to engage in the meeting. The COUNTY and CONTRACTOR shall agree on the outcome or resolution to the problem. CONTRACTOR shall submit a written follow-up of the agreed upon outcome to the CSW/DPO, and COUNTY Program Manager within five (5) business days after resolution of the situation.

90. RFSQ, PART F - SAMPLE THPP CONTRACT, EXHIBIT A: STATEMENT OF WORK, Part C, SERVICE TASKS TO ACHIEVE PERFORMANCE OUTCOME GOALS, Section 2.0 WELL-BEING/EDUCATION, subsection 2.6, paragraph 2.6.3 is amended to read as follows:

2.6.3 Renters Insurance and Rental/lease Agreements

CONTRACTOR shall maintain copies of renter's insurance and rental/lease agreement for each THPP Unit. The insurance and rental/lease agreement shall be kept in a locked file cabinet and shall be made available for review by COUNTY from the first day the THPP Participant is placed and retained by the CONTRACTOR for a minimum of five (5) years as specified in Part II: Standard Terms and Conditions, Section 46.0, Record Retention and Inspection/Audit Settlement, subsection 46.5, Contract Section 9.8, Records and Audits, from the initial date of the THPP Participant's placement.

91. RFSQ, PART F - SAMPLE THPP CONTRACT, EXHIBIT A-35: TRANSITIONAL HOUSING PLACEMENT PROGRAM CONTRACT RIGHTS AND RESPONSIBILITIES OF THE PARTICIPANT AND PROVIDER cover page has been added to read as follows:

EXHIBIT A-35

TRANSITIONAL HOUSING PLACEMENT PROGRAM CONTRACT RIGHTS AND RESPONSIBILITIES
OF THE PARTICIPANT AND PROVIDER

92. RFSQ, PART F - SAMPLE THPP CONTRACT, EXHIBIT A-35: TRANSITIONAL HOUSING PLACEMENT PROGRAM CONTRACT RIGHTS AND RESPONSIBILITIES OF THE PARTICIPANT AND PROVIDER, Page No. 8, fourth paragraph is amended to read as follows:

Lending Lending and Borrowing Money

The participant is not allowed to lend or borrow money. Losses you may incur if this happens are the responsibility of the participant.

93. RFSQ, PART F - SAMPLE THPP CONTRACT, EXHIBIT A-35: TRANSITIONAL HOUSING PLACEMENT PROGRAM CONTRACT RIGHTS AND RESPONSIBILITIES OF THE PARTICIPANT AND PROVIDER, Page No. 9 is amended to read as follows:

A participant taking psychotropic medication(s) must have a current court-ordered psychotropic medication authorization form provided by the CSW/DPO.

The participant will be trained in first aid procedures and supplied with a first aid kit in their unit.

The participant will have a list of emergency telephone numbers and addresses in the event of a medical emergency. This includes but is not limited to fire department, crisis center, community physicians and dentists, hospital and medical clinics.

Grounds for Termination

The THPP staff shall initially conferences with you and the CSW/DPO to stabilize your placement.

The participant may be terminated from the THPP for the following conditions:

- Housing runaways in your unit.
- Selling or continued use of drugs.
- Continued use of alcohol.
- Allowing gang members or association of gangs to visit or come on the THPP unit site.
- Endangering yourself or others by the participant's continued presence in the program.

- Excessive amount of telephone bills.
- Refusal to attend school after a stabilization meeting.
- Possession of weapons on or off the THPP unit site.

Grounds for Termination (continued)

- Unauthorized vehicle without THPP staff approval and the required documents, for example, valid driver's license, insurance, registration, driving or riding other THPP participants in an unauthorized vehicle.
- Refusal to seek and maintain employment by the required time.
- Refusal to participate in the mandatory independent living training workshops/meetings.
- Refusal to budget money, purchase food, etc. and provide the required receipts.
- Continued refusal to cooperate with the THPP, cursing and rude behavior to staff after counseling.
- Ongoing violations of the THPP rules and regulations.

94. RFSQ, PART F - SAMPLE THPP CONTRACT, EXHIBIT B-2: SAMPLE LINE ITEM BUDGET SHEET, "Instructions for Preparing Line Item Budget and Budget Justification Narrative" and "Budget Justification Instructions" have been added and read as follows:

**Department of Children and Family Services
Transitional Housing Placement Program (THPP)**

**INSTRUCTIONS FOR PREPARING LINE ITEM BUDGET AND BUDGET JUSTIFICATION
NARRATIVE.**

The following are the instructions for completing the Line Item Budget Sheet.

Instructions:

Provide identifying information by entering the Contractor's Name, and Service Category:

Program Expenses:

There are 2 kinds of expenses or costs under this project; **Direct Costs and Indirect Costs:**

Direct Costs are those costs that can be identified specifically with a particular program, which in this case is the THPP program. Examples of direct costs include salaries and benefits of employees working on the program, Payroll taxes like FICA, Medicare and Workers' Compensation, supplies and other items purchased specifically for the program, and Support Services Expenses.

- A. Salaries and Employee Benefits
 - Title of position: List each staff classification who provide direct services, except consultants.
 - Full Time Equivalent (FTE). Enter the total percentage of time that each employee will work for this particular type of service. If all of the employee's time will be spent on this contract put 100% (100% means 40 hours per week). If less than 40 hours per week will be spent on the contract by an employee, enter the correct percentage of time.

- Hourly Rate. Enter the hourly rate of the employee. If the employee is salaried, and paid monthly, divide the monthly salary by 173.33 hours to arrive at his/her hourly rate. (173.33 hours is the equivalent number of hours a salaried employee worked for a month).
 - Monthly Salary: For each position, multiply Full Time Equivalent (FTE) by the employee hourly rate then multiply by 173.33 hours.
 - Total Salaries: Add the amounts in the Monthly Salary Column.
 - Employee Benefits: Indicate the costs of each benefits for which the agency is responsible (e.g., FICA, SUI, Worker's Compensation, retirement, medical and dental insurance.
 - Payroll Taxes: List all appropriate payroll taxes, e.g., FICA, SUI, Workers' Compensation.
- B. Support Services Expenses and other Miscellaneous Expenses:
List all other expenses specifically related to the program and indicate total cost to be charged for each. Examples are, telephone, food voucher, rental subsidy, educational supplies, office supplies

Total Direct Costs is the sum of A and B.

Indirect Costs:

Indirect costs are those costs that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective or program. Examples of indirect costs include salaries, employee benefits, supplies, and other costs related to general administration of the organization, depreciation and use allowances, and the salaries and expenses of executive officers, personnel administration, and accounting.

Total Indirect Costs - Sum of all other expenses under Indirect Cost.

Total Monthly Costs - Sum of Total Direct and Indirect Costs

BUDGET JUSTIFICATION INSTRUCTIONS

On a separate page, clearly labeled as budget justification (place immediately after the Line Item Budget Sheet), write a brief narrative justification for each of the amounts entered on the line item budget sheet.

A. Salaries and Employee Benefits

List each position by job title and educational degree, and justify each position by relating it to specific program objectives. Do not include consultants/sub-contractors in this category. Also indicate any positions that are to be paid on an hourly rate, the rate and expected number of hours to be worked, both in the budget and in the justification text (e.g., 100 hours x \$15.00/hour). For personnel who provide both direct service and administrative responsibilities, indicate the percent (%) and dollar amount attributed to each.

Please specify the employee benefits rate, and identify any position for which no benefits will be paid.

B. Support Services Expenses and other Miscellaneous Expenses:

Identify and justify all costs necessary for the performance of the program. The costs should conform to your proposed program objectives. If there is facility rent/lease, identify the address

Indirect cost or administrative overhead are costs that were incurred for a common joint purpose benefiting more than one cost objective, and not readily attributable to any particular program or service. These costs include salaries, wages, and fringe benefits of administrative personnel whose effort benefits more than one cost objective; operational and maintenance costs that benefit more than one cost objective; and/or expenses such as rent for percentage of space occupied by administrative personnel.

Except as provided by addendum, all other conditions of the RFSQ remain unchanged.

Sincerely,



WALTER CHAN, Manager
Contracts Administration

Attachment (2)

WC:RML:jar

ATTACHMENT I

TRANSITIONAL PROGRAM FOR EMANCIPATED
FOSTER/PROBATION YOUTH (THP-PLUS) (CMS 08-002)
PROPOSER'S CONFERENCE QUESTIONS AND ANSWERS
MAY 1, 2008

1. Section C, 9.3, 9.3.1, Pg. 35, C5 requests a copy of the Organization's Rate Letter from the State. What is the process of obtaining a Rate Letter by 5/29/08 deadline?

A Rate Letter is not required for THP-Plus.

2. When is the Provider Plan for pre-certification due to DCFS to include in the RFSQ due 5/29/08?

The Provider Plan* is due no later than May 15, 2008.

3. When will we receive the certification to attach in the RFSQ?

As soon as the certification is complete. The Pre-Certification letter will not be provided until the Provider Plan* is approved.

4. We are an agency seeking to establish a new THP-Plus program. According to Section 91.3, we must submit 4 copies of County approved Provider Plan – How do we obtain this before the May 29th deadline and who does this get submitted to?

Submit your Provider Plan* to Bedrae Davis via e-mail davisb@dcfs.lacounty.gov for approval no later than May 15, 2008.

5. Can an agency apply this year to be certified as qualified but provide services in later years or should the agency wait until next year?

Yes, an agency may be certified this year but provide services in later years.

6. How many slots will be available for THP-Plus the first year, second year, and the third year?

We don't know.

7. Are there guidelines for tracking and providing services to former THP-Plus youth?

Yes, please refer to the THP-Plus Statement of Work, Section 14.0, Service Tasks, subsection 14.8, After Care and Tracking.

8. Is funding for tracking and providing services to former THP-Plus youth part of the contract?

No

9. Is tracking and providing services to former THP-Plus youth required if they leave the area?

Yes. The youth should be track if their whereabouts are known.

10. What is the rate per youth for THP-Plus?

The rate is \$2,000 a month per youth.

11. What SPAs are expected to utilize THP-Plus?

All 8 SPAs

12. What are the requirements of the food stipend?

THP-Plus participants shall receive a minimum food stipend of \$150 per individual youth and a minimum of \$200 per parenting youth.

13. Does the 100 beds include the current contracted beds?

No, this is a new contract.

14. Is preference given to new programs/beds?

No preference will be given.

15. How do we provide assurance that our program is distinguishable from Adult Residential Care? (RFSQ, Attachment K, Question #3)

The Provider Plan* should describe how your agency is clearly different from those referenced in Health and Safety Code Section 1502(a)(1) and 1503.5(a).

* The Provider Plan should not be a verbatim restatement of the items listed in the Statement of Work

16. What is meant by “selection criteria”? (RFSQ, Attachment K, Question #5)

As a Provider, what criteria will your agency use to select participants.

17. How do we get referrals?

THP-Plus referrals will be received from DCFS and other THP-Plus providers. In addition, youth can self-refer as well.

18. Are we allowed to search for THP-Plus eligible youth and request approval, on their behalf, to participate in the THP-Plus program?

Yes; however, all youth must be approved by the County Program Manger prior to participating in the THP-Plus program.

19. Required Form #20: Signed by ED and Chairman of the Board if non-profit?

Required Form #20 “SAMPLE LAST PAGE OF SOQ” must be included in all SOQ(s) being submitted and must include the signature of the person(s) authorized to bind the Prospective Contractor in a Contract.

20. Are the four (4) required copies of the County-approved Provider Plan separate and distinct to the four (4) SOQs or are they to be provided in each of the four (4) SOW binders?

Include the Original Provider Plan* in the original SOQ folder and include a copy of the Provider Plan* in each of the three (3) SOQ copy folders.

21. How many residents can be housed, per bedroom, in a 4 bedroom housing facility?

Contractor shall not place more than 3 participants in a single apartment, condominium or single-family residence. Requests to place more than 3 participants but not exceeding 6 participants in a single site must be submitted in writing to the County Program Manager for approval.

22. If certain forms are required for only one area of service (i.e. applying for THP-Plus only) what do we do with the forms required for THPP service?

You are only required to complete the forms which are required for the program (THPP or THP-Plus) which you are applying for.

23. What do you want to demonstrate financial stability; do you want bank statements from the provider?

Submit Audited Financial Statements for the past three (3) years.

* The Provider Plan should not be a verbatim restatement of the items listed in the Statement of Work

24. Is there any alternative as far as needing 2 years experience for THP-Plus working in a transitional program (i.e. working in group homes, NPS schools that encourage transitional housing)?

Please refer to THPP & THP-Plus RFSQ, INTRODUCTION, Section 6.0, PROSPECTIVE CONTRACTOR'S MINIMUM QUALIFICATIONS, subsection 6.6, paragraph 6.6.2.

24. What steps are needed to be Pre-Certified for THP-Plus?

Submit your Provider Plan* to Bedrae Davis via e-mail davisb@dcs.lacounty.gov for approval no later than May 15, 2008.

25. We currently provide THPP services, but would like to also provide THP-Plus services. How do we get a County approved plan prior to submission?

Submit your Provider Plan* to Bedrae Davis via e-mail davisb@dcs.lacounty.gov for approval no later than May 15, 2008.

26. Insurance requirements of THP-Plus and Status of Sparta provider?

Please refer to THPP & THP-Plus RFSQ, PART A – GENERAL INFORMATION, Section 11.0, INDEMNIFICATION AND INSURANCE and Addendum Number One to Request for Statement of Qualifications #CMS 08-002/010 for THPP and THP-Plus.

27. Name of Sparta Provider?

Effective May 1, 2008, and until further notice, insurance coverage from the SPARTA program is no longer available to County service providers. Please contact your own insurance agent, business, or financial advisor for assistance.

28. Is it the Individual or the Organization that has to demonstrate financial stability from the last 3 years?

The organization/agency must demonstrate financial stability for the last 3 years.

29. May Case Managers be contracted from an agency that sub-contracts with Case Managers with the respective qualification?

Case Managers cannot be sub-contracted. Please refer to Addendum One, THPP & THP-Plus RFSQ, Exhibit A: THP-Plus Statement of Work, Section

* The Provider Plan should not be a verbatim restatement of the items listed in the Statement of Work

12.0, STAFFING, subsection 12.2, paragraph 12.2.3, subparagraph 12.2.3.4.

30. Currently there are only 100 beds for THP-Plus. How many beds per Contract are estimated?

There is no estimate at this time.

31. Is it possible for THP-Plus youth to rent rooms from homes?

No

32. Are the proposal attachments templates or must we use the actual forms?

Use the actual forms.

33. Under Performance Outcomes, are these the actual guidelines we should use in the proposal?

No, you don't have to use the guidelines in the Provider Plan*. However, if awarded a contract you must adhere to the outcomes listed in the Statement of Work.

34. Under Performance Outcomes, where did the baseline numbers come from?

Through a corroboration with HUD outcomes and current contracts.

35. How many children are allowed in a 7 bedroom house?

Contractor shall not place more than 3 participants in a single apartment, condominium or single-family residence. Requests to place more than 3 participants but not exceeding 6 participants in a single site must be submitted in writing to the County Program Manager for approval.

36. Financial Statements for agency is requested for THP-Plus, is there a specific amount you should have in your account?

No

37. Do you need to have site control for a new program by a certain date?

Housing must be secured prior to Contract execution.

38. For those of us that are just starting out, are there places you can suggest for us to review others' proposals/program statements?

* The Provider Plan should not be a verbatim restatement of the items listed in the Statement of Work

As this is an on-going solicitation, you are not allowed to review any proposal/program statements submitted by other Proposers.

39. Are there particular sections in the RFSQ that we should focus on for the THP-Plus Program?

The RFSQ contains information regarding THP-Plus such as minimum qualifications, target populations, pre-certification/certification, etc; therefore it should be thoroughly reviewed.

40. What are the requirements to show financial stability if you are a new program/corporation?

Submit Audited Financial Statements prepared by an independent certified public accountant within the past 18 months. If Audited Financial Statements are not available, the County will accept the following in lieu of the Audited Financial Statements: Balance Sheet (Statement of Financial Positions); Income Statement (Statement of Operations); and the retained Earnings Statement and/or un-audited financial statements. However, Proposers must explain the reason(s) for not providing Audited Financial Statements.

41. How many THP-Plus participants can live in a single family dwelling?

Contractor shall not place more than 3 participants in a single apartment, condominium or single-family residence. Requests to place more than 3 participants but not exceeding 6 participants in a single site must be submitted in writing to the County Program Manager for approval.

42. Can you submit RFSQ indicating single family dwelling and later add scattered housing without resubmitting an RFSQ indicating expansion of service sites?

Yes

43. When is the pre-certification from DCFS due?

Submit your Provider Plan* to Bedrae Davis via e-mail davisb@dcfs.lacounty.gov for approval no later than May 15, 2008.

44. WebVen is required upon receiving a contract from DCFS. However a sales permit is requested and I do not have one. How do we obtain a sales permit and vendor number if we are a new prospective contractor?

You can register on WebVen via the internet by accessing the County's home page at http://lacounty.info/doing_business/main_db.htm (There are

* The Provider Plan should not be a verbatim restatement of the items listed in the Statement of Work

underscores in the address between the words “doing business” and “main db”.) You will need your company’s Federal Tax I.D. Number (FEIN) to begin the registration process. Please contact Vendor Relations at (323) 267-2725 if you have any questions.

45. As a new prospective provider who has experience providing case management for transitioned aged youth for another agency, how do we document that on Section B, Form 17 (Recent Performance History Form)?

List your previous experience providing case management for transitioned aged youth, with another agency, on your Resume and Program Narrative.

46. Required Form 1-A, Authorized Officials? Are these Board Members that we put on this form?

Required Form 1-A, Prospective Contractor’s Administration, requires the Program Manager’s information as well as information regarding Authorized Officials authorized to bind the Prospective Contractor in a contract.

47. Required Form 14 – What is the California Registry Charitable Trust Number? Is this our Organization Number with California?

A California Registry of Charitable Trusts “CT” number is assigned by the Registry of Charitable Trusts to all organizations receiving and/or raising charitable contributions.

48. Required Form 15 – Certification of Fiscal requirement 18 month history. How do we provide this if we are new providers?

Submit Audited Financial Statements prepared by an independent certified public accountant within the past 18 months. If Audited Financial Statements are not available, the County will accept the following in lieu of the Audited Financial Statements: Balance Sheet (Statement of Financial Positions); Income Statement (Statement of Operations); and the retained Earnings Statement and/or un-audited financial statements. However, Proposers must explain the reason(s) for not providing Audited Financial Statements.

49. On page 14 of Exhibit A – THP-Plus Statement of Work, subsection 9.5 states “Group Homes and other types of licensed residential facilities may not be utilized by a THP-Plus provider as accommodations.” Does this mean that you cannot use any type of Group Home living situation or only ones that are licensed as residential facilities?

Yes, group living situations may be used if they are no longer licensed as residential facilities. The housing options available are single-family dwelling, apartments or condominiums.

50. On page 17 of Exhibit A, paragraph 12.2.5, it uses the term “bi-weekly.” Do you mean bi-weekly as in twice a week or bi-weekly as in every two weeks?

Every two weeks.

51. On page 17 of Exhibit A, paragraph 12.2.7, it mentions the requirements of a “Property Manager.” Why is it necessary to have two years experience managing housing if you are renting/leasing apartments from someone else?

The Contractor has the ultimate responsibility for ensuring that the Fair Housing Laws are complied with and for ensuring that the housing locations are maintained as required in the Statement of Work.

52. Page 23 of Exhibit A, subparagraph 14.1.4.2, mentions replacing/repairing certain equipment. Isn't this sometimes the responsibility of the apartment owners and not the provider's responsibility?

The Contractor has the ultimate responsibility for ensuring that the Fair Housing Laws are complied with and for ensuring that the housing locations are maintained as required in the Statement of Work.

53. In terms of the monthly rate, is it pro-rated if a client enters the program during the month?

Yes

54. List of Commitments (Required Form 16): Please clarify what information is requested on this form. Does this refer to leveraged commitments (i.e., cash, services) to be contributed to the proposed program?

On the List of Commitments, Required Form 16, Contractor must provide a list of commitments, and potential commitments that may impact assets, lines of credit, guarantor letters, or otherwise affect the Prospective Contractor's ability to perform the Contract.

55. Provider's Resume and Program Narrative (Part B, Section 10.0, 9.3.1, C-11): Is there any specific format required for the resume or the program narrative? Is there any limitation on number of pages?

There is no specific format and a maximum of 5 pages is acceptable.

56. THP-Plus SOW, Clinical Director, about being FT or PT.

The Clinical Director may be employed Full Time or Part Time; however, they must meet the minimum qualification as stated in Exhibit A: THP-Plus Statement of Work, Section 12.0, STAFFING, subsection 12.2, Minimum Qualifications, subsection 12.2.2.

57. Ratio for Case Managers for parenting youth – 1:8 or 1:10

The Case Manager ration for parenting youth is 1:10.

58. Where in the RFSQ does it state how many clients we propose to serve or how many can we budget for?

THPP & THP-PLUS RFSQ, INTRODUCTION, Section 2.0, BACKGROUND, subsection 2.6, reads in part as follows: “The execution of a Contract does not guarantee Contractor any minimum amount of business.”

59. For Section C – Required Documents – C10 Prospective THP-Plus Contractor’s Provider Plan (4) copies. Our approved Provider Plan is about 11 pages long, but it references to the program’s Policy and Procedures which is about 300 pages long. Do we include only the Provider Plan or both?

Include your Provider Plan* without the Policy and Procedures document.

60. For Section C – Required Documents – C11 THP-Plus Prospective Providers must submit a resume and a program narrative:

- a. Resume: Whose resume to you need a particular individual or organization?

Organization

- b. Narrative: How many pages are required for the narrative?

A maximum of 5 pages is acceptable

61. Consideration to add an “and/or” clause to the minimum qualifications of the Project Director for the Transitional Housing Program for Emancipated Foster/Probation Youth (THP-Plus) Program.

No changes to the Project Director’s minimum qualifications will be considered at this time.

* The Provider Plan should not be a verbatim restatement of the items listed in the Statement of Work

ATTACHMENT II

TRANSITIONAL HOUSING PLACEMENT PROGRAM - (THPP) CMS 08-010
PROPOSERS' CONFERENCE QUESTIONS AND ANSWERS
MAY 01, 2008

1. What is the process in receiving a license to provide services and submit license by May 29, 2008 with the RFSQ?

For licensing process, please refer to California Department of Social Services Manual Letter No. CCL -03-09, Title 22, Division 6, Chapter 7 Transitional Housing Placement Program, Article 2 and 3. The website to access this regulation is www.cdss.ca.gov/ord/entres/getinfo/pdf/thpp.pdf

2. Is the Direct Care Staff required to live on site?

No.

3. Can you have a single family dwelling for THPP Participants?

Yes, no more than 3 youths stay in a single family dwelling. Each must have their own bedroom, the dwelling must have 2 full bathroom, 2 telephone lines and 2 refrigerators. If 2 youth must have separate bedrooms, they can share a full bathroom.

4. If we are not yet "certified" for THPP, can we apply concurrently with submission of the RFSQ for the October start date? If not can we submit next year?

THPP requires a license, THP-Plus requires a certification. A prospective THPP Provider needs to be licensed on or before the submission dates; May 29, 2008, May 20, 2009 or May 23, 2010.

5. Are youth 16-18 currently in our care eligible for THPP while residing in our agency, and if so, is the funding in addition to the current rate paid for our RCL 12?

No. THPP requires a different license, different contract and placement rate.

6. How do we provide proof of license if it's a new site?

A new site still needs to be licensed by CDSS, CCLD to provide THPP services.

7. If applying for both programs, THPP/THP-Plus, do we submit 1 proposal?

Yes, you just submit one proposal, but make sure to check both programs in Form I, Contractor's Organization Questionnaire/Affidavit. Each program has separate requirements, (RFSQ Introduction, Section 6) and has different forms and documents needed to be submitted.

8. What info should the resume contain? Is there a page limit?

The resume should be about the organization, and including the narrative, should be a maximum of 5 pages.

9. How many referrals are available?

We don't know at this time.

10. Do we request the number that we can accommodate?

No, the CDSS CCLD issued license will show how many is the agency's approved capacity.

11. Re- minimum requirements to be a THPP & THP-Plus provider, Does being or having been a Group Home Provider with components of Independent Living, employment, etc meet the Provider requirement?

No, A THPP Provider needs to meet the minimum qualifications listed on RFSQ, Introduction, Section 6.0 Prospective Contractors Minimum Qualifications, subsections 6.1 to 6.4 and additional requirements under subsections 6.5.1 to 6.5.5. Additional requirements 6.5.3 is deleted as shown in the Addendum Number One to Request for Statement of Qualifications (RFSQ) # CMS 08-002/010 For Transitional Housing Placement Program (THPP) And Transitional Program for Emancipated Foster/Probation Youth (THP-Plus) No. 2.

For THP-Plus, a Prospective Provider needs to meet the minimum qualifications listed on RFSQ, Introduction, Section 6.0, Prospective Contractor Minimum Qualifications, subsections 6.1 to 6.4 and additional requirements under subsections 6.6.1 to 6.6.4. Section 6.6.4 is an added requirement as shown in the Addendum Number One to Request for Statement of Qualifications (RFSQ) # CMS 08-002/010 For Transitional Housing Placement Program (THPP) And Transitional Program for Emancipated Foster/Probation Youth (THP-Plus) No. 3.

12. What is the maximum number of residents to a bedroom?

One resident per bedroom.

13. Should the program statement be updated to reflect new contract?

Yes, it should be updated.

14. The \$50.00 bank account is to be opened in their name or the name of the agency?

THPP requires a minimum of \$100.00 per month. The savings account for all THPP participants shall be attached to your THPP business account, a universal account for all youth.

15. Can you re-explain the qualification to get into this program as a vendor?

Please refer to RFSQ, Introduction, Section 6.0 Prospective Contractor's Minimum Qualifications pages 7 & 8.

16. Are you mixing Probation and Children's Service minors together or will you have two separate contracts?

The same contract is used for DCFS and Probation Youth. The youths may be placed in same agency, but must be in separate apartments. DCFS youth shares apartment with DCFS youth, same sex. Probation youth shares apartment with Probation youth. We cannot mix dependents and wards.

17. How many youths were served by this program over the previous 2 fiscal years?

2006 - 118 youths
2007 - 90 youths

18. Is there a public listing of current providers under THPP and THP-Plus with contact information?

No.

19. What's the budget for both programs and how many children need to be housed each year?

For THPP = 60
For THP-Plus = 70

20. How many beds will be allocated for each agency?

We cannot tell how many beds will be allocated for each agency. If you refer to RFSQ, Introduction, Section 2.0 Background, Sub-section 2.6,

states; Upon execution of a Contract resulting from this RFSQ, the qualified Prospective Contractors will become **eligible** to provide THP-Plus and/or THPP services as outlined in RFSQ, Part E, Sample THP-Plus Contract, Exhibit A, Statement of Work, and/or RFSQ Part F, Sample THPP Contract, Exhibit A, Statement of Work. **The execution of a contract does not guarantee Contractor any minimum amount of business.**

21. What program does the rate letter apply to?

The rate letter applies only to THPP.

22. According to additional requirements Section 6.5.2 and 6.5.3, we need to have a THPP license and 2 years experience. We want to obtain a new license/contract. How can we obtain a new contract to this program?

Additional requirements Section 6.5.3 is deleted. Please refer to Addendum Number One to Request for Statement of Qualifications (RFSQ) # CMS 08-002/010 For Transitional Housing Placement Program (THPP) And Transitional Program for Emancipated Foster/Probation Youth (THP-Plus) No. 2, that is posted with this Q & A. For licensing procedure, please refer to Question no. 1 and the corresponding answer.

23. Agencies have been waiting for the THPP-RFP to come out for 6 years. It was never stated that you have to already have a contract to respond. Now the qualifications state you have to have a contract or 2 years experience operating a THPP program. Is that correct or is it an error.

Section 6.5.3 for the 2 years experience is deleted. Please refer to Addendum Number One to Request for Statement of Qualifications (RFSQ) # CMS 08-002/010 For Transitional Housing Placement Program (THPP) And Transitional Program for Emancipated Foster/Probation Youth (THP-Plus) No. 2.